

COLLECTIVE AGREEMENT

BETWEEN:

THE LINCOLN COUNTY HUMANE SOCIETY
(OPERATING UNDER THE NAME: HUMANE SOCIETY OF GREATER NIAGARA)
(Hereinafter referred to as the "Employer")

OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND A UNIT OF LOCAL 1287
(Hereinafter referred to as the "Union")

OF THE SECOND PART

January 1, 2024 to December 31, 2027

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OF THE SECOND PART

ARTICLE 1 – PREAMBLE

- 1.01 The general purpose of this Agreement is to establish collective bargaining relations between the Employer and the Union; to provide machinery for the prompt disposition of grievances arising under this Agreement; and to set forth negotiated conditions of employment for all employees who are subject to this Agreement.
- 1.02 The aims and objectives of the Lincoln County Humane Society are to prevent cruelty and to provide relief from unnecessary pain, suffering or injury.

The humanitarian purpose takes precedence over all other considerations. No person employed by the society shall neglect their duty to adhere to this aim if, as a result, an animal is caused to suffer pain or neglect. The Canadian Union of Public Employees recognizes the purposes and aims of the Lincoln County Humane Society and accepts the commitment, contained in Paragraph 1, on behalf of its members in Local 1287.

The Lincoln County Humane Society recognizes and accepts the valid aim of the Canadian Union of Public Employees to obtain and preserve good working conditions, fair salaries, fringe benefits and equal opportunities for its members. The Lincoln County Humane Society agrees to co-operate fully with the Canadian Union of Public Employees to develop and maintain a harmonious working relationship for the mutual benefit of both organizations.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of its employees save and except inspectors, managers, **employees of Greater Niagara Humane Society Animal Clinic** and persons above the rank of inspector or manager.

ARTICLE 3 – UNION SECURITY

- 3.01 All employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees, shall, as a condition of continued employment become and remain members in good standing in the Union within thirty (30) days of employment.
- 3.02 The Employer shall deduct from every Employee any dues, initiations, or assessments as are uniformly levied in accordance with the Union constitution and/or bylaws and owing by them to the Union.
- 3.03 Deductions shall be made from each pay and shall be forwarded to the Union not later than the 25th day of the month following and, accompanied by a duplicate list of names of all Employees from whose wages the deductions have been made. The Union agrees to save the Employer harmless against any claim from an Employee or past Employee that the Employer has acted wrongly or illegally in making the deductions specified in 3.02.
- 3.04 In order that the Employer may have definite instructions as to what amounts are to be deducted for the above purpose, it is agreed that the Union shall promptly notify the Employer, in writing, over the signature of the signing officer of the Union, of the amount of the deduction to be made by the Employer for regular Union dues, initiation fees and special assessments uniformly levied and the Employer shall have the right to rely on such written notification from the Union signed with the same formality.
- 3.05 **No person outside the bargaining unit shall perform work normally performed done by members of the bargaining unit, except:**
- a) in circumstances where the Union has provided prior written agreement; or
 - b) in emergencies as determined solely by the Employer.

The Employer shall have the exclusive right to determine the existence and scope of such circumstances.

ARTICLE 4 – RELATIONSHIP

- 4.01 The parties agree that there shall be no discrimination or harassment against any employee **that is contrary to** the Ontario Human Rights Code, **the Occupational Health and Safety Act**, or the Labour Relations Act, as may be amended from time to time. The parties further agree that it is in their mutual interest to ensure the workplace environment is respectful and free from **harassment, bullying, inappropriate behaviour and conduct.**

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 Except as, and to the extent specifically modified by this Agreement, all managerial rights and prerogatives are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its management. Without limiting the generality of the foregoing, the Employer's rights shall include:
- (a) The right to maintain order, discipline and efficiency; and to make, alter and enforce from time to time, rules and regulations, policies and practices, to be observed by its employees; to discipline, suspend and discharge employees for just cause. In the event the Union disputes the reasonableness of such rules and regulations, the Union shall have the right to file a policy grievance in respect hereof pursuant to the provisions of Article 8.11 of this Agreement.
 - (b) The right to hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay-off, recall; to plan, direct and control shelter operations; to select and retain employees for positions excluded from the bargaining unit, provided the written consent of such employee is first obtained, and to transfer employees into the bargaining unit.
 - (c) The right to determine: the location and extent of its operations and their commencement, expansion, curtailment, or discontinuance; the direction of the working forces, the standards of animal care; the schedules of work; the number of shifts; the methods, processes and means of performing work; job content and requirements, quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment; whether there shall be overtime work, the number of employees needed by the Employer at any time and how many shall operate or work on any job, operation or machine; the number of hours to be worked, and generally the right to manage the enterprise and its business without interference are solely and exclusively the right of the Employer.
- 5.02 The Employer shall exercise those rights as modified by this Agreement in a manner that is consistent with the terms of this Agreement.
- 5.03 The Employer shall make available to the Union, on request, information relating to wage rates and welfare plans. **The Employer shall, upon request, provide the Union with such information as is reasonably required for the administration of this Agreement and the fulfilment of its duties under the Ontario Labour Relations Act.**

ARTICLE 6 - NO STRIKE OR LOCK-OUT

- 6.01 The Union undertakes and agrees that while this Agreement is in operation, neither the Union nor any employee shall take part in or call or encourage any strike, sit-down, slowdown, or any suspension of or stoppage of or concerted interference with work or production which shall in any way affect the operations of the Employer, nor shall there be any sympathy strike and the Employer agrees that it will not engage in any lockout during the term of this Agreement.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Union may elect or appoint Union Committees of not more than two (2) members. No one shall be eligible to serve as a steward or officer of the union unless they are an active full time employee of the Employer and have seniority. The union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. The President of the local or their designate shall be entitled to attend meetings when dealing or negotiating with the Employer.
- 7.02 The Union will inform the Employer in writing of the identity of the Stewards and, the Unit Chairperson and Officers of Local 1287 and the Employer shall not be obliged to recognize such personnel until it has been so informed.
- 7.03 For the purpose of this Agreement, the stewards and the Unit **Vice President** and the President of the local Union or their designate shall be deemed to be officials of the Union. The parties hereto agree that such Union officials occupy positions of leadership and responsibility to see that this Agreement is faithfully carried out.
- 7.04 It is understood that a steward has their regular work to perform on behalf of the Employer and that they will not leave their work without obtaining permission from the Manager. When resuming their regular work, they will report to the Manager and will give any reasonable explanation, which may be requested with respect to their absence. It is clearly understood that a steward will not absent themselves from their regular work unreasonably in order to deal with grievances of employees, and that a grievance shall be serviced as much as possible outside of working hours. In accordance with this understanding, the Employer agrees to compensate for working hours spent in servicing grievances of employees, with the exception of time spent at grievance mediation, conciliation or arbitration.

It is understood that time spent at Union negotiations will be paid by the Employer.

- 7.05 (a) A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

The Committee shall concern itself with the following general matters.

- i) Considering constructive criticisms of Society operations so that better relations shall exist between the Employer and the employees.
- ii) Improving the quality of services to the public.
- iii) Promoting safety and sanitary practices.
- iv) Reviewing constructive suggestions from employees concerning physical working conditions (but not grievances).
- v) Correcting conditions causing grievances and misunderstandings.

- (b) Any such representative of the Union who is an employee of the Employer with seniority, when attending such meetings held within working hours with the Employer, shall not suffer any loss of normal remuneration.

The Employer agrees to provide new employees in job classifications represented by the bargaining unit with an opportunity to meet for fifteen (15) minutes with a Union Representative and to be provided with the current collective agreement.

On commencing employment, or within a reasonable period thereafter, the employee's supervisor shall introduce the new employee to their Union Steward or representative and Health and Safety representative. The Employer will facilitate the meeting by ensuring the introduction occurs, but will not be responsible for coordinating the availability of the Union Steward.

- 7.06 The Union agrees that no Union member will conduct Union activities on the premises of the Employer except as specifically permitted by this Agreement.

- 7.07 **The Employer will provide written notification to the Union of all lay-offs, five (5) business days prior to any action being taken.**

The Employer will ensure a union representative is present for terminations.

The Employer shall also provide the Union with a summary of all new hires into bargaining unit classifications as part of the regular seniority list updates.

This provision is for informational purposes only and shall not be construed as requiring Union approval or consultation prior to the Employer's decision to hire, layoff, or terminate employees.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 The grievance procedure herein provided for is among the most important matters in the successful administration of this Agreement. The Employer and the Union therefore agree that the designated grievance procedure as hereinafter set forth shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance arising under this Agreement, and the specifically designated grievance procedure shall be strictly followed.

- 8.02 "Grievance" shall mean a complaint or claim concerning discipline or discharge other than for just cause, or a dispute with reference to the interpretation or alleged violation of this Agreement.

- 8.03 (a) "Days" in the grievance procedure shall exclude Saturdays, Sundays and Paid Holidays.

- (b) Wherever the term "grievance procedure" is used in this Agreement, it shall be considered as including the arbitration procedure.

- 8.04 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step No. 1

If an employee has a grievance, they shall forthwith discuss the matter with their Manager within five (5) working days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor, but not thereafter. If the employee wishes, they may have their steward accompany them to see their Manager. The Manager shall give the grievor an answer as soon as possible, but not later than three (3) days after such discussion. If the Manager's reply is not satisfactory to the grievor, the next step must be taken within three (3) days of the Manager's answer, but not thereafter.

Step No. 2

- (a) At this step the grievance shall be reduced to writing and presented to the Manager or their designated representative within the aforesaid three (3) days of receipt of the Manager's **written** reply, but not thereafter. The written grievance shall identify: the complaint or the facts giving rise to the grievance; the section or sections of the Agreement claimed violated; the relief requested; and shall be signed by the employee.
- (b) A meeting will be held between the steward and the Manager or their designated representative within three (3) days of the presentation of the written grievance. The grievor may be required to be present at the request of either party. A staff representative of the Union may be present, if requested by either party. The Manager or their designated representative shall give their written reply to the steward **or designate** within three (3) days of such meeting.

Step No. 3 - Arbitration

- (a) In the event the grievance is not settled at Step 2, the party having carriage of the grievance may request arbitration of the grievance by giving notice in writing to the other party within ten (10) days from the delivery of the decision at Step 2, but not thereafter.
- (b) If a request for arbitration is not so given within such ten (10) day period, the decision at Step 2 shall be final and binding upon both parties to this Agreement, and upon any employee involved.
- (c) The notice to arbitrate shall contain the name and address of the moving party's nominee to the Board, and shall also specify all of the outstanding issues of the written grievance to be dealt with by the Board and the remedy sought. The other party, following receipt of such notice will give a similar notice to the grieving party as to the outstanding issues of such grievance to be dealt with by the Board. The parties giving such notices shall be bound by the same and shall be restricted at arbitration to the issues presented by the notices.
- (d) The recipient of the grieving party's notice shall within five (5) days of such notice, advise the other party, in writing, of the name of its appointee to the arbitration board along with its notice specified in sub-section (c) above.

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- (e) The two appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be chairperson, or if the two appointees fail to agree upon a chairperson,, within the time limited, the Director, Office of Arbitration, Ontario Ministry of Labour, shall, if requested within five (5) days from the expiry of the date upon which the two appointees are to appoint a chairperson, forthwith appoint a qualified person to be chairperson.
- (f) No grievance shall be submitted for arbitration, which does not involve a question concerning the interpretation, application, administration, or alleged violation of this Agreement. The party receiving notice of arbitration may, within fifteen (15) days of its receipt, give written notice to the other party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of the Agreement.

In such case, the arbitration board shall endeavour to decide that question before dealing with the matter on the merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required. In such case, the arbitration board shall reserve judgement on the question of arbitrability and proceed with the matter on the merits.

The Board in its award, shall first deal with the question of arbitrability and if it is decided that the matter does not involve an interpretation, application, administration or alleged violation of the Agreement, then the arbitration board shall not consider the matter further and the decision of the Employer, or the Union Committee in the case of an Employer grievance, shall stand.

- 8.05 The arbitration board shall hear and determine the matter and shall issue a decision that shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the arbitration board, but if there is no majority decision, the decision of the chairperson shall govern.
- 8.06 No grievance shall be considered in any step unless it has been properly carried through all previous steps of the grievance procedure required by this Agreement, except that if at any step of this grievance procedure, the Employer or the Union does not give its answer within the allotted time limit, the grievance may be carried to the next step within the appropriate time which shall start to run from the expiration of the allotted time within which the answer should have been given.
- 8.07 The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement or to alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step 3 of Section 8.04 hereof.
- 8.08 Each party hereto shall bear its own costs of and incidental to any such arbitration proceedings. The fees and charges of the chairman of the Board of Arbitration shall be borne equally by the two parties.
- 8.09 The time limits and other procedural requirements set out in this Article 8 are mandatory and not merely directive, therefore failure to put a grievance in writing at the proper step in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the grievance by the grievor. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limit shall be deemed abandoned. No matter may be submitted to arbitration if it has not properly been carried

through all specified previous steps of the grievance procedure within the times specified. The mandatory provisions of this Article 8 shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing signed by both parties.

8.10 A decision of settlement reached at any stage of the grievance procedure shall be final and binding upon all parties hereto, including the complaining employee, and shall not be subject to reopening by any party except by agreement in writing. If the grievance is settled at Step 2 of the grievance procedure, both the Employer's representatives and the Union representatives who agree on such settlement shall sign the settlement details as written up along with the grievance, so that no question or argument may arise as to what the settlement was.

8.11 The Board shall have the power to dispose of a grievance by any arrangement that it deems just and equitable.

8.12 UNION POLICY GRIEVANCE OR EMPLOYER GRIEVANCE

(a) A Union policy grievance or an Employer grievance, may be submitted to the Employer or the Union, as the case may be, in writing within ten (10) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Employer and the Union shall be held within five (5) days of the presentation of the written grievance and shall take place within the framework of Step 2 of Article 8. The Employer or the Union, as the case may be, shall give its written decision within three (3) days of such meeting.

(b) If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within ten (10) days of the delivery of such written decision and the arbitration sections of this Agreement shall be followed.

(c) It is expressly understood that the provisions of this Section 8.12 may not be used by the Union to institute a grievance directly affecting an employee, which employees could themselves institute, and the provisions of Article 8.04 hereof including specified time limits shall not thereby be bypassed. This similarly applies to a group of two or more employees.

8.13 DISCHARGE CASES

A claim by a seniority employee that they have been discharged without just cause shall commence at Step 2 of the grievance procedure provided the grievance signed by the employee is presented to the Manager within five (5) days after the discharge.

The Union may discuss the discharge of a probation employee with Management within three (3) days of such discharge, but such discharge shall not be the subject of a grievance providing the decision to discharge is not made in a discriminatory manner in violation of the *Human Rights Code*, the *Employment Standards Act* or other employment related legislation.

8.14 GRIEVANCE MEDIATION

Prior to a grievance being submitted to arbitration, either party may request the

assistance of a Grievance Mediation Officer. If the parties utilize this process, the time limits for a grievance to proceed to arbitration will be suspended until the day after the grievance mediation meeting. In the event the grievance is not resolved in mediation, the time limits will commence the day following said meeting.

The parties will jointly share the cost of the Grievance Mediation Officer's services.

- 8.15 Any letter of coaching, reprimand, suspension, or any other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, reprimand, suspension or other sanction provided that there has been no letter, reprimand, suspension or other sanction issued for a similar infraction.
- 8.16 Notwithstanding the above provisions, the parties may agree to utilize a single arbitrator in place of an arbitration board. The single Arbitrator would be selected by mutual agreement of the parties or where required, named by the Ontario Labour Relations Board. The parties will jointly share the cost of the Arbitrator's services.

ARTICLE 9 – SENIORITY

- 9.01 (a) Seniority is defined for the purposes of this Agreement as the length of continuous service of an employee of the Employer computed from a date five hundred and twenty (520) working hours prior to the date such employee actually attained seniority by completing their probationary period in the manner set forth in Section 9.01(b), and shall apply only to the extent specifically provided in this Agreement.
- (b) An employee having less than five hundred and twenty (520) working hours of continuous service shall be considered a probationary employee and will have no seniority rights, but when such rights are acquired, subject to Section 9.01(a), seniority will be regarded as having started from the date five hundred and twenty (520) working hours immediately prior to acquiring such seniority.
- 9.02 No employee shall be transferred to a position outside the bargaining unit without their written consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority acquired at the time of leaving the bargaining unit for a period not to exceed six (6) months. Such an employee may only return to the bargaining unit during the six (6) months probationary period for this position, if laid off, terminated from the position or through the posting procedure. Such return shall be discussed between the Union and the Employer. Such return shall not result in the displacement of an employee with greater seniority.
- 9.03 In all cases of filling permanent job vacancies (except those in respect of positions excluded from the bargaining unit) and in all cases of decrease or increase of the working force, promotions, demotions and transfers, the following factors shall be considered:
- (a) length of continuous service;
 - (b) knowledge, efficiency and ability to perform the work;
 - (c) physical ability.

Where the qualifications in factors (b) and (c) are acceptable in the judgement of the Employer, which shall not be used in an arbitrary or discriminatory manner, factor (a)

shall govern.

9.04 LOSS OF SENIORITY

An employee shall lose all seniority and service rights and their employment shall be considered terminated if:

- (a) they quit their employment;
- (b) they are discharged for just cause and the discharge is not reversed through the grievance procedure;
- (c) they are laid off for a period in excess of twelve (12) months.
- (d) a person on lay-off fails to return to work within seven (7) working days after the Employer mails, by registered mail, notice of recall to the employee, or if the person within five (5) working days after such notice of recall is so sent fails to notify the Employer of their intentions to return to work; in this latter case if they fails to return to work within ten (10) days after such notice of recall is so sent;
- (e) an employee fails to return to work promptly after the expiration of any leave of absence granted to them, unless they are excused by the Manager;
- (f) they have retired.

9.05 An employee shall not accumulate seniority for any purpose while absent from work for more than four (4) months due to a leave of absence subject to the ESA 2000, as amended.

9.06 It shall be the duty of the employee or laid off person to notify the Employer's office promptly of any change of address or telephone number. If an employee or laid off person should fail to do this, the Employer will not be responsible for the failure of a notice to reach them and any notice sent by the Employer by registered mail to the address which appears on the Employer's personnel records, or telephoned to the telephone number which appears on the Employer's personnel records, shall be conclusively deemed to have been received by the employee or laid off person.

9.07 A person who is hired after losing their seniority will be a probationary employee subject to the provisions of Section 9.01(b).

9.08 Seniority lists will be posted by the Employer within fourteen (14) calendar days of the signing of this Agreement on the bulletin boards. This list shall be revised every **month** and a copy thereof supplied to the Union.

9.09 JOB POSTING

The Employer agrees to posting permanent job vacancies for five (5) working days. During the posting period, the Employer may temporarily fill the job as it deems proper. Selection will be made in accordance with the provisions of Section 9.03 hereof. All employees interested in the job vacancy must make application within five (5) working days. Nothing contained herein shall be interpreted as requiring the Employer to fill any vacancy. If there are no suitable applications, the Employer may fill the vacancy from

any source. **The employer will notify the Union of vacant positions within five (5) working days.**

ARTICLE 10 - LEAVE OF ABSENCE

- 10.01 Leave of absence shall mean an absence from work requested by an employee in writing and consented to by the Employer. Leave granted shall be in writing covering a specified period of time. Leave of absence shall be permissive only and shall be without pay or any other form of compensation, and the employee shall not work in any other position during such leave of absence unless agreed to by the Employer in writing and such leave shall not be withheld unreasonably.
- 10.02 Any delegates of the Local Union, not exceeding one (1) in number at any time, elected or appointed by the Union to represent the Union at conventions or seminars shall be granted leave of absence without pay and without loss of seniority for a reasonable time not to exceed twenty (20) working days in any one (1) calendar year. The Union agrees to notify the Employer in writing at least five (5) working days prior to the request for such leave of absence.
- 10.03 An employee who, because of illness or injury requiring an absence from their work for more than three (3) days shall, upon furnishing satisfactory evidence of such illness or injury, which may include examination by a physician, be granted a sick leave for the duration of the period of their disability due to such illness or injury. The employee shall furnish supplementary medical evidence of disability from time to time, as required by the Employer, who shall pay for such certificate, upon production of the doctor's receipt. Before an employee on extended sick leave may return to work, they must present a doctor's certificate stating that they has fully able to return to their regular job classification or other available work and perform such job in accordance with the Employer's reasonable requirements.
- 10.04 A full time seniority employee shall be granted a leave of absence for a term of up to three (3) years without pay for any of the following:
- (a) to allow the employee to participate as a candidate in any Federal, Provincial or Municipal election.
 - (b) to allow the employee to work in a full time position with the Union or any body affiliated with the Union to which they have been elected or selected.
 - (c) to allow the employee to hold public office to which they have been elected. The Employer may grant a second consecutive leave of absence to an employee upon request, when such second year is a continuation of the position held in the first term.
- 10.05 Pregnancy, Parental and Adoptive Leave shall be granted in accordance with the Employment Standards Act, 2000, as amended.
- 10.06 An employee may be granted a reasonable leave of absence for Education purposes relating to their work or upgrading which may be useful to the Employer.

ARTICLE 11 - TEMPORARY TRANSFERS

- 11.01 An employee who is transferred to a different job classification within the bargaining unit shall be paid while so employed as follows:
- (a) If the transfer is for the convenience of the Employer and if the rates of pay in the classification to which they is transferred is less than the employee's regular rate of pay, they shall receive their regular rate of pay.
 - (b) If the transfer is for the convenience of the employee and if the rate of pay in the classification to which they is transferred is less than the employee's regular rate of pay, they shall receive such lesser rate.
 - (c) If the transfer is to a higher-rated classification, **all hours worked at the higher-rated classification will be paid at the higher rate of pay.**

ARTICLE 12 - PAYMENT OF WAGES AND ALLOWANCES

- 12.01 The classifications and weekly wage rates set out in Schedule "A", which is attached hereto and hereby incorporated herein shall form part of this Agreement.
- 12.02 On each pay day (every second Thursday) the Employer shall provide employees with an itemized dated statement of their earnings and deductions. Statements shall be made available to employees by 12 noon on pay days.
- Wages will be electronically deposited into the employees bank account before 12:00 p.m. by the second Thursday. Employees shall be responsible for ensuring correct deposit information is maintained with the Employer.
- 12.03 The principle of equal pay for equal work shall apply, regardless of sex.

ARTICLE 13 - JOB DESCRIPTIONS

- 13.01 The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union within sixty (60) days of the signing of this Agreement and shall become the recognized job descriptions unless the Union presents written objection within sixty (60) days.
- 13.02 (a) If the Employer discontinues a classification or changes job requirements of a classification, or establishes a new classification, the Employer shall set any new rate or rates and shall promptly notify the Union in writing of the particulars.
- (b) After a trial period of thirty (30) days, the Union may within sixty (60) days of the notice from the Employer request that such changes be discussed at a meeting with the Union Committee.
- 13.03 (a) If the Union claims the new or revised rate or rates are not appropriate and compatible with the classifications and the rates in Schedule "A" attached to this Agreement, or that changes in the job requirements of a classification are arbitrarily set, this matter may be referred to Arbitration at Step 3, Section 8.04.

- (b) The arbitration board in making an award shall use no criteria other than the classifications and rates in Schedule "A" and the job content.

ARTICLE 14 - SAFETY AND HEALTH

- 14.01 **The Employer acknowledges its responsibility to observe all reasonable precautions for the safety, health and sanitation of its employees during working hours and shall supply such equipment as is necessary for this purpose.**

The determination of required protective measures shall be guided by relevant legislation, the Employer's health and safety policies, and, where applicable, the recommendations of the Joint Health and Safety Committee (JHSC). Any denial shall be accompanied by a written explanation upon request.

- 14.02 **The Union acknowledges its responsibility and that of its members to co-operate in the maintenance of safe working practices and conditions and in the observance of rules in this regard.**

- 14.03 **The Employer shall provide employees who have suffered an accident or injury requiring a Workplace Safety and Insurance Board (WSIB) report with contact information for Union Representation and support and assistance through the WSIB process.**

- 14.04 **An employee who is injured during work hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave unless a doctor states that the employee is fit for further work on that shift.**

- 14.05 **If an employee is injured during working hours and requires immediate medical attention, the employer shall ensure that the employee is transported at the employer's expense from the workplace to the nearest physician or hospital. If the employee is deemed fit to return to work or is released from medical care, the employer shall also provide transportation at their expense from the physician or hospital to either the employee's home or back to the workplace, as appropriate.**

- 14.06 **First aid equipment shall be provided in all trucks and in other appropriate locations by the Employer.**

- 14.07 **The Employer acknowledges its obligations under the Occupational Health and Safety Act (OHSA) and is committed to providing a work environment that is safe and free from all forms of violence and harassment. The Employer shall develop, implement, and maintain workplace violence and harassment policies and programs in accordance with applicable legislation. These shall include procedures for risk assessment, incident reporting, investigation, and corrective actions. The Employer further affirms the right of employees to refuse work they reasonably believe is unsafe, including its situations involving workplace violence, without fear of reprisal, as outlined under the Act. The Joint Health and Safety Committee (JHSC) shall be consulted, as required by law, in the development and review of all workplace violence policies, risk assessments, and prevention measures. Nothing in this Agreement limits or reduces the rights or obligations of the Employer, employees, or the Union under the Occupational**

Health and Safety Act (OHSA) or any other applicable legislation.

14.08 Intimate Partner Violence

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance and performance at work. The parties agree to meet to discuss safety planning at the workplace for the individual and staff as a whole. The parties agree that a support person or union representative may be present at such meetings.

14.09 Leave for Relationship or Intimate Partner Violence

In accordance with the Employment Standards Act, 2000, (ESA) employees who have been employed for at least thirteen (13) consecutive weeks are entitled to a leave of absence if they or their child experiences domestic or sexual violence, or the threat of such violence, and the leave is required for purposes permitted under the Act. Such leave may consist of up to ten (10) days and up to fifteen (15) weeks in a calendar year. The leave may be taken in single days, part days, or weeks, and may be taken consecutively or intermittently.

The Employer shall maintain confidentiality regarding any leave taken under this provision, in accordance with the ESA.

14.10 Employees working in an unsanitary or dangerous job shall be supplied with the tools, safety equipment and protective clothing as and when considered to be necessary the Employer. Such tools, safety equipment and protective clothing shall not be unreasonably denied.

14.11 No employee shall be required to answer a call on their own unless such employee has the means on their person or in their vehicle to contact a responsible person should they be in need of assistance.

ARTICLE 15 - GENERAL CONDITIONS

15.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices, one (1) bulletin board in a conspicuous place. It is agreed that no notice will be posted on the bulletin board without prior initialed approval of the Employer.

15.02 The Employer shall supply all tools and equipment, which are required by the Employer to be used by the employees in the performance of their duties. Replacement of such tools and equipment will be at the absolute and sole discretion of the Employer and the employees must turn in the tools or equipment to be replaced.

All items as follows, but not necessarily limited to, must be returned to the Employer upon leaving employment: Keys, personal identification, duty books, reports and other paperwork, uniforms, etc. All items must be in good condition subject to normal wear and tear. If not done, the Employer will deduct such costs from the employee's final pay cheque.

15.03 Where coverage supplied through its Comprehensive Liability Policy does not apply, the Employer shall supply legal counsel where necessary, as determined by the Employer,

for any action initiated against any employee by virtue of the performance of their duties in the course of employment.

- 15.04 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclaimed or regulation shall invalidate any portion of this Agreement or if there is an amalgamation, annexation, merger or other structural change of the Employer, the entire Agreement shall not be invalidated and the remaining rights, privileges and obligations of the employees shall remain in existence.
- 15.05 **It is recognized and agreed by the parties that *Animal Services Officers* are required to wear uniforms. Accordingly, the Employer shall supply such uniforms. The Employer retains the right to determine the style of such uniforms and the number of uniforms supplied shall be continued.**

The basic uniform set provided for each seniority *Animal Services Officer* will comprise the following:

Full Time Officer: one (1) winter/spring coat, three (3) trousers, four (4) shirts, one (1) winter hat.

Part Time Officer: two (2) trousers, three (3) shirts, one (1) winter/spring coat, one (1) winter hat.

In addition to the foregoing Officers may request the employer supply them with one (1) pair of coveralls for what would be considered dirty work.

Rain protection shall be provided and maintained as standard equipment in each vehicle.

In addition to the uniform allowance, Officers will be provided with the following equipment: a duty belt, gloves and a latex glove pouch.

Employees shall be required to wear the Employer-provided uniform while on duty, unless otherwise authorized by the Employer.

It is recognized and agreed by the parties that the Employer does not require *Animal Care Technicians* to wear full uniforms. However, to support a consistent and professional appearance, the Employer requires *Animal Care Technicians* to wear Employer-provided branded shirts while on duty. The Employer will supply branded clothing as follows:

Full Time *Animal Care Technician*: four (4) branded clothing items such as t-shirts and hoodies.

Part Time *Animal Care Technician*: two (2) branded clothing items such as t-shirts and hoodies.

Uniforms remain the property of the Employer and shall be returned upon termination of employment.

The Employer shall compensate employees for footwear on the following basis: The Employer shall provide each employee with one (1) pair of Employer-

approved, non-slip running shoes per year. Employees shall be reimbursed up to one hundred and fifty dollars (\$150.00) once every twelve (12) months, upon submission of a receipt, for the purchase of such footwear. Approved footwear must be worn at all times while performing duties on the job. Reimbursements for footwear will be issued with the first regular pay period following submission of receipt.

ARTICLE 16 - COPIES OF AGREEMENT

16.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties hereunder. For this reason, the Union shall print sufficient copies of the Agreement within thirty (30) days of signing.

ARTICLE 17 – CORRESPONDENCE

17.01 Except as otherwise provided, any notice or correspondence, except grievances, which either party desires to give to the other shall be given by registered mail, email, fax or hand delivery as follows:

To the Employer: Lincoln County Humane Society
Operating under the name: Humane Society of Greater Niagara
160 Fourth Avenue
St. Catharines, Ontario
L2S 0B6

To the Union: **Executive Assistant**
Canadian Union of Public Employees
Local 1287
23 Smith Street
St. Catharines, Ontario
L2P 3J7

Copy to: Canadian Union of Public Employees
Two Westport Centre
110A Hannover Drive, Suite 101
St. Catharines, Ontario
L2W 1A4

and The Unit Vice-President

ARTICLE 18 - DUPLICATION OF PAY

18.01 (a) For the same period of time, an employee shall not receive payments:

- i) under more than one provision of this Agreement, except for shift premiums and overtime; and with the understanding that payment for regular wages for time worked on any holidays shall not exclude payment for such holiday; nor
- ii) under a provision of this Agreement and from an outside source to which the Employer makes direct contributions such as Workers Safety and Insurance Board, Employment Insurance”, Canada Pension Plan, etc., with the understanding that this does not affect the method of handling make-up of pay

for jury duty.

- (b) In the event of a situation where duplicate payment under sub-section (a) above might be in question, the Employer shall make up the payment applicable if need be, so that the employee receives the more favourable treatment.

ARTICLE 19 - HOURS OF WORK

- 19.01 The Employer does not guarantee the following standard or other hours of work, but before any change is made in the stopping or starting times, or new or different shifts are established, there will be prior notice to and discussions with the Union.
- 19.02 The standard work week shall consist of five (5) days of eight (8) hours of work, for a total of forty (40) hours of work per week. Except as hereinafter provided. The shifts are normally scheduled between 7:00 a.m. to 11:00 p.m. The Employer agrees to avoid split days off where practicable. Any shifts over five (5) hours all receive a half hour unpaid lunch.
- For clarification, a shift that begins at 12:00 a.m. shall be counted as falling into the beginning of that particular calendar day.
- 19.03 The standard pay period shall be from 12:01 a.m. Sunday for two **(2)** weeks to 12:00 midnight Saturday; with the pay for such period issued on the following Thursday.
- 19.04 (a) An employee who properly reports for work as scheduled or as directed will receive at least four (4) hours work at their straight time base hourly rate or shall be paid for four (4) hours at their straight time base hourly rate, exclusive of premiums, except in circumstances beyond the control of the Employer.
- (b) When an employee has not been working because of an extended illness, leave of absence, or any other cause, it shall be their responsibility to arrange with the Employer for their return to work at least one (1) week, or as soon as possible, prior to the time of their intended return. It is the employee's duty to keep the Employer informed of their correct address and telephone numbers, including cell phone numbers, email, pager number. The Employer will not be liable for any payment, unless such arrangements have been made.
- (c) For the purpose of this Section 19.04, it shall be deemed that the Employer has properly notified the employee if the Employer communicates verbally by telephone, text message, pager or a confirmed 'read' email or by registered mail to the employee in accordance with the Employer's records.
- 19.05 All employees shall be permitted a rest period or coffee break of fifteen (15) consecutive minutes both in the first and the second half of a shift.
- 19.06 Except in case of an emergency, there shall be no overtime worked in any operation while there are employees on layoff able and available to perform the work required.
- 19.07 The hours and days of work for each employee shall be posted in an appropriate **place at least four (4) weeks in advance and may be changed with reasonable notice due to operational requirements including, but not limited to, unanticipated absences. Nothing in this clause shall restrict employees from voluntarily trading**

shifts, subject to prior approval by management.

- 19.08 An employee of the Employer not covered by the terms of this Agreement will not work on jobs normally performed by employees covered by this Agreement except for purposes of instructions, experimenting, in emergencies when regular employees are not readily available, and in the types of situations that presently exist. Volunteers and co-op students will not be used to reduce the regular hours of work of any employee in the bargaining unit, or will be the cause of any lay-offs to any employee in the bargaining unit.
- 19.09 (a) A part time employee shall not in any way displace a regular employee during regular working hours.
- (b) No part time employee shall be employed while any regular employee is on lay-off or short time and who is available and is capable of performing the work.
- (c) A part time employee is an employee regularly employed for not more than twenty-four (24) hours per week or a student employed during the school vacation period. It is understood that all opportunities for additional part time work shall be offered in order of seniority and shall be distributed as equitably as possible. A record will be kept documenting each opportunity offered, over and above the part time employees regular hours. The Employer will call part time staff based on the seniority list, at up to two phone numbers. In the event the employee does not answer their phones or if the opportunity is refused, the opportunity will be counted against the employee. The next person on the list will be offered the opportunity subject to the same provisions until the opportunity is filled. Each subsequent opportunity will be offered to the next employee on the list.

Part time employees are employed for the purposes of covering weekends, holidays and other hours while full time employees are off on holidays, leave of absence or are sick. It is understood that Shifts for part time employees may vary in length.

ARTICLE 20 – OVERTIME

- 20.01 An employee who is required to work in excess of the hours set forth in Section 19.02, shall be paid at the rate of:
- (a) time and one-half (1½) their wage rate for all hours worked:
- i) in excess of scheduled daily or weekly hours; or
- ii) on Saturday, if they is not scheduled to work on Saturday, or, if scheduled to work on Saturday, then for all hours worked on the first day off during a period of scheduled days off.
- (b) double their wage rate for all hours worked on Sunday if they is not scheduled to work on Sunday, or if scheduled to work on Sunday, then for all hours worked on the second and subsequent consecutive days during a period of scheduled days off.
- 20.02 The opportunities to work overtime shall be divided by seniority as equally as practicable over the calendar year among the employees who normally perform the work.

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- 20.03 The Employer will only require overtime to be worked when necessary. The overtime sheet shall be posted monthly in the shelter and shall indicate the total of overtime worked by each employee. For the purpose of this record overtime refused will be posted as overtime worked. Wherever possible the Employer shall attempt to provide advance notice of overtime work, with an attempt to give at least a minimum of twenty-four (24) hours wherever possible.
- 20.04 When an employee who has left work and returned home is called into work by the Employer, they will be paid a minimum of three (3) hours' pay at overtime rates exclusive of premiums. It is understood that this provision shall not apply in the case of an employee who is required to work within a period continuous to the commencement of their regular shift.

ARTICLE 21 - STAND-BY

- 21.01 **An employee on stand-by will be supplied with a cellular phone and shall receive a flat rate of forty dollars (\$40.00) for the service area assigned, per on-call shift.**

All hours actually worked by a 'standby' employee shall be paid at overtime regular rates plus three dollars (\$3.00) per hour in accordance with Article 20.

No employees will be on stand-by for a period that exceeds four (4) consecutive days unless sick leave or vacation requires alternate scheduling.

On paid holidays as outlined in Article 22.01 (a) an employee on stand-by shall receive a flat rate of forty dollars (\$40.00) for the service area assigned, per on-call shift.

All hours actually worked on a paid holiday by a 'standby' employee shall be paid at time and one-half (1½) of their regular rate of pay in accordance with Article 20, except for such work performed on Christmas Day or New Years Day, which shall be paid at double-time. The on-call shall commence at the end of the shift of the actual holiday.

ARTICLE 22 - PAID HOLIDAYS

- 22.01 (a) The following days shall be recognized as paid holidays for seniority employees:

New Year's Day	Family Day
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day

- (b) In order to qualify for payment for any of the holidays designated in this Article 22, the employee must work:

- i) the full scheduled shift on the day immediately prior to **the holiday** and the full scheduled shift on the day immediately following the holiday unless off on authorized paid leave of absence; and

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- (c) **Four (4)** floater days shall be recognized as paid holidays for full time seniority employees and shall be scheduled by mutual agreement between the Employer and the employee. Such days are granted to full time seniority employees as of January 1, and shall be used within the year, or are forfeited. **Unused floater days shall not be carried forward or paid out upon termination, resignation, or retirement.**

Full time employees shall be entitled to floater days based on the amount of actual hours worked.

- (d) New full time employees, hired after January 1, 2008 shall receive floater days at a rate of one (1) day for each five hundred and twenty (520) hours worked, to the year end, to a maximum of **four (4)** days.

22.02 When any of the paid holidays fall on either a Saturday or a Sunday and are not proclaimed by any Governmental authority as being observed on some other day, the following Monday, and in the case of consecutive paid holidays, the following Tuesday as well shall be deemed to be holidays for the purpose of this Agreement. **Such substitute holidays must be taken within sixty (60) calendar days and shall not be banked beyond that period.**

22.03 An otherwise eligible employee, who is scheduled to work on one of the designated holidays, but does not report for work and work as scheduled, shall forfeit their holiday pay for the particular holiday.

22.04 (a) Where a full time employee has been scheduled to work on a paid holiday, as indicated in 22.01 (a), and reports and works as scheduled, they shall receive, in addition to their paid holiday pay, as provided herein, payment at time and one-half (1½) their regular hourly rate of pay **for hours actually worked** except for such work performed on Christmas Day or New Year's Day, which shall be paid at double time.

(b) When any of the paid holidays, as indicated in 22.01 (a), fall on an employees scheduled day off, the employee shall receive another day off with pay at a time mutually agreed to between the employee and employer, within the period of six (6) calendar months following such holidays.

22.05 An employee who has not been scheduled to work on the paid holiday, but at the request of the Employer reports for work and works the paid holiday, shall be paid at double time their regular rate of pay in addition to their paid holiday pay as provided for herein.

A part time employee who works on the above holidays shall receive time and one-half (1½) of their regular rate of pay for all time worked on a holiday.

ARTICLE 23 – VACATIONS

23.01 All part time and full time employees shall be entitled to an annual vacation in accordance with the following schedule:

Service as of JUNE 30	VACATION	VACATION PAY AS A PERCENTAGE OF EARNINGS TO JUNE 30
Up to 1 year	1 day per month to a maximum of 10 days	4%
1 year but less than 3 years	2 weeks	4%
3 years but less than 8 years	3 weeks	6%
8 years but less than 12 years	4 weeks	8%
12 years or more	5 weeks	10%

23.02 Where a paid holiday is celebrated during an employee's annual vacation, such employee shall receive an additional day's vacation.

23.03 For the purpose of this Article, the vacation year shall be from July 1 of any year to June 30 of the following year.

23.04 Any employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

23.05 The Employer shall set vacation times and in doing so shall take into account the wishes of the employees in each department on the basis of seniority. Lists calling for vacation requirements shall be posted by May 1st and complete vacation schedules posted by May 31st.

23.06 Vacation schedules shall be posted on May 31st of each year and shall not be changed except by mutual consent of the Employer and the employee involved.

23.07 Except as otherwise mutually agreed to by the employee and the Employer, an employee shall be entitled to take up to three (3) consecutive weeks of their vacation at any one time. However, the first and second weeks must be taken within ten (10) months of July 1st, that is, in the period July 1st to April 30th, as required by the Ontario Employment Standards Act.

ARTICLE 24 - JURY DUTY

24.01 Each seniority employee who is summoned to and reports for jury duty as prescribed by applicable law (subject to the eligibility requirements set out below), shall be paid by the

Employer the difference between the seniority employee's regular base rate exclusive of premiums, for the number of hours that they otherwise would have been scheduled to work and the daily jury fee paid by the Court (not including travelling allowance or reimbursement of expenses). In order to receive payment under this Section, a seniority employee must meet all the following requirements:

- (a) Such employee shall notify the Employer within twenty-four (24) hours of receiving the notice of jury duty and in no case shall provide less than twenty-four (24) hours notice that they have been summoned for jury duty; and
- (b) Such employee shall furnish satisfactory evidence to the Employer that they reported for and performed jury duty on the days for which they claims payment.

ARTICLE 25 - BEREAVEMENT LEAVE

25.01 **Upon the death of a member of an employee's family, the employee will be granted a leave of absence with pay, for bereavement purposes; as follows:**

- a) **Up to five (5) working days for a parent, spouse/partner, child, step-parent or step-child of the employee.**
- b) **Three (3) working days for a mother or father-in-law, sibling, grandparent, grandchild, legal guardian of the employee.**
- c) **Up to one (1) working day off without pay for any blood relative permanently residing in the employee's household, aunt, uncle.**
- d) **Where the funeral occurs outside the province, reasonable travel time up to three (3) working days without pay may be granted at the discretion of the Executive Director.**
- e) **Up to one (1) days off without pay may be provided at the Executive Director's discretion to attend the funeral of a close friend or colleague.**
- f) **Employees may be granted flexibility to distribute the bereavement leave over two (2) occasions, not exceeding their entitlement above, in order to accommodate funeral/celebration of life date.**

ARTICLE 26 – HEALTHCARE BENEFITS

26.01 The Employer will pay 100% of the premium costs of the following Benefit Plans:

- 1) O.H.I.P. and semi-private coverage.
- 2) Life Insurance coverage at 1½ times employee's annual salary to the nearest higher \$500.00.
- 3) Extended Health Care Plan - \$10/\$20 deductible with rider providing **\$375.00** per person every **twenty-four (24)** months for eyeglasses, **plus \$75.00 every twenty-four (24) months for eye exam** and \$300.00 for hearing aids per person once every **five (5)** years.

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- 4) Green Shield Dental Care Plan or equivalent on a one-year lag for the Ontario Dental Association (ODA) schedule of fees, with a preventative oral recall examination and preventative services occurring once every nine (9) months for persons over the age of twelve years and once every six (6) months for persons twelve years and younger.

Fees will be determined by reference to the Schedule of Benefits for Dental Services under the Ontario Health Insurance Act that was current one (1) year prior to the contract effective date.

- 5) Effective January 1st, 2000, the Employer shall deposit twenty-five dollars (\$25.00) per pay and shall deduct and deposit twenty-five dollars (\$25.00) per pay from each full time employee's pay cheque in a Registered Retirement Savings Plan which is registered in that employee's name. Such employee will not be permitted to withdraw or transfer such funds from the RRSP while employed by the Employer.

The employee may elect to use a separate payroll deduction for a tax free savings account.

The employee must contact the employer to make arrangements.

- 6) Mandatory Generic Drugs unless otherwise prescribed by a doctor.
- 7) **Paramedical Services with combined value of \$700.00 (see paramedical benefits in booklet)**
Chiropractic Services added to Paramedical Benefits
An entitlement of \$50.00 per visit for reimbursement of Professional and Paramedical Services. Reimbursement shall not exceed the actual amount paid by the employee.

- 26.02 Only fulltime seniority employees shall be eligible to receive the benefits of this Article.
- 26.03 The Employer shall continue to pay its share of the cost of the required premiums as set out in Section 26.01 for a seniority employee who is absent from work on account of illness for a period of not more than one (1) calendar year from the date of commencement of such absence. If the employee is unable to return to regular full time work after the aforementioned period of one (1) calendar year, the employee may continue the coverage of the various plans set out in Section 26.01 by paying the full cost of such plans themselves.
- 26.04 Notwithstanding anything to the contrary contained in this Article with regard to the coverage provided under the various plans, the benefits and plans referred to in Section 26.01 are necessarily qualified in their entirety by reference to the underlying policies or contracts of insurance. The terms of any contract issued in respect hereof by an insurance agency or governmental agency shall be controlling in all matters pertaining to qualifications of employees for benefits thereunder and all matters pertaining to the existence and extent of benefits and conditions.
- 26.05 The above plans as set out in the Collective Agreement may be amended from time to time so that the employees receive an equivalent level of benefits as of January 2011.

Additional Benefit Available

- EAP Plan (for clarity, this is limited by the allowable portion available to the employer through EI and may be discontinued at any time in the event that funds are not sufficient or available. It is estimated to be a maximum of \$6.00 pre employee, per month).

26.06 Health spending account for part time employees:

All part time seniority employees must work in an average twenty-four (24) hours per week to qualify for benefits.

(a) Year 1 - \$375; Year 2 - \$375; Year 3 - \$450; Year 4 and beyond - \$750

(b) Employee must first draw on spousal or parental benefits.

(c) Original receipts for reimbursement must be provided to Employer, subject to items available under the full-time plan.

(d) Renewed annually on January 1 with no carry over.

(e) No reimbursement after 30 days following the exit from the organization.

ARTICLE 27 - SICK LEAVE PLAN

27.01 New Plan

1) Shall Commence on September 1, 1997

2) Short Term Disability

1st day accident
4th day sickness
26 week benefit period
75% of earned income
\$700 non-evidence maximum
\$750 overall maximum

3) Long Term Disability

26 week qualifying period
to age 65 benefit
ANY occupation classification
75% of earned income
\$2,500 non-evidence maximum
\$3,500 overall maximum

4) (a) Employees will be credited with six (6) non-accumulative sick days per year. There shall be no cash payouts of these sick days. At the end of the year the **one hundred percent (100%)** of unused sick days shall be rolled into the existing employees Registered Retirement Savings Plan.

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- (b) Full time employees, hired after January 1, 2008 shall be entitled to sick days (as defined in 4) (a), for the balance of the year, on a prorated basis, after successful completion of their probationary period.
 - (c) Full time employees shall be entitled to sick days based on the amount of actual hours worked.
- 5) Employees sick days as outlined in #4 above are to be used when an employee is sick prior to S.T.D. coverage taking over.
 - 6) The employer shall arrange an information session for employees presented by the insurance carrier.
 - 7) The employer shall process all forms and paper work associated with the local administration of this plan.
 - 8) Only full time employees are entitled to the benefits of this Article.

ARTICLE 28 – DURATION

28.01 This Agreement shall become effective on the first day of January, **2024**, and shall remain in full force and effect and shall not be re-openable save and except as otherwise herein expressly provided until the 31st day of December, **2027**, and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other party in writing of its desire to negotiate amendments to this Agreement.

Notice that amendments are required shall only be given during the period of not more than three (3) months, and not less than one (1) month prior to **the expiry date of this Agreement or any subsequent**, annual periods thereafter. If notice of desire to amend this Agreement is given by either party in accordance with the foregoing, the other party agrees to meet within fifteen (15) days for the purpose of negotiations.

28.02 RETROACTIVITY

The wage increases are fully retroactive from the effective dates for all active employees and those former retired employees who have since left the corporation. Former retired employees shall be notified of their entitlement by the Employer and shall then have thirty (30) days from the date of notification to claim such adjustment. Retroactive payments to employees presently employed shall be made no later than thirty (30) days from the date of ratification, on a separate deposit and shall include a detailed statement of retroactive pay on all hours paid.

ARTICLE 29 – RETIREMENT AGE

29.01 It is agreed that the first day of retirement shall be the day of the month an employee retires and resigns their employment. It is understood that once an employee has determined a date of retirement, they are responsible to advise their manager in writing of

their intent to retire and specify the retirement date. The employee shall provide written notice of retirement no less than one (1) month in advance of the retirement date as a reasonable period to process the retirement.

Signed at St. Catharines, Ontario this 13TH day of January 2026.

For the Lincoln County Humane Society
**Operating under the name: Humane
Society of Greater Niagara**

Cindy Dunne

Cindy Dunne (Jan 13, 2026 13:45:51 EST)

For the Canadian Union of Public Employees
Local 1287

Fiona Barr

Fiona Barr (Jan 13, 2026 16:55:52 EST)

AK

Angie Kerr (Jan 13, 2026 12:55:11 EST)

SM

Sam Moreau (Jan 13, 2026 14:25:43 EST)

SB

SCHEDULE "A"

Length of Service	0-12 Months				
	2023	2024	2025	2026	2027
FULL TIME					
Increase		\$0.50 + 3.25%	3%	3%	3%
Clerk Typist*	\$20.10	\$21.27	\$21.91	\$22.57	\$23.25
Receptionist / Dispatcher	\$19.80	\$20.96	\$21.59	\$22.24	\$22.91
Animal Care Technician	\$20.08	\$21.25	\$21.89	\$22.55	\$23.23
Senior Animal Care Technician	\$20.84	\$22.03	\$22.69	\$23.37	\$24.07
Agent / A.C.O.*	\$20.84	\$22.03	\$22.69	\$23.37	\$24.07
Animal Services Officer	\$20.29	\$21.47	\$22.11	\$22.77	\$23.45
Agent/Inspector*	\$21.45	\$22.66	\$23.34	\$24.04	\$24.76
Senior Animal Services Officer	--	\$25.50	\$26.27	\$27.06	\$27.87

** positions currently
redundant*

PART TIME	2023	2024	2025	2026	2027
	Increase		\$0.50 + 3.25%	3%	3%
Animal Care Technician	\$19.80	\$20.96	\$21.59	\$22.24	\$22.91
Agent	\$19.80	\$20.96	\$21.59	\$22.24	\$22.91
Animal Control Officer	\$19.80	\$20.96	\$21.59	\$22.24	\$22.91

SCHEDULE "A" CONT'D

Length of Service	12-24 Months				
	2023	2024	2025	2026	2027
FULL TIME					
Increase		\$0.50 + 3.25%	3%	3%	3%
Clerk Typist*	\$21.15	\$22.35	\$23.02	\$23.72	\$24.43
Receptionist / Dispatcher	\$19.80	\$20.96	\$21.59	\$22.24	\$22.91
Animal Care Technician	\$21.13	\$22.33	\$23.00	\$23.69	\$24.40
Senior Animal Care Technician	\$21.94	\$23.17	\$23.87	\$24.59	\$25.33
Agent / A.C.O.*	\$21.94	\$23.17	\$23.87	\$24.59	\$25.33
Animal Services Officer	\$21.35	\$22.56	\$23.24	\$23.94	\$24.66
Agent/Inspector*	\$22.56	\$23.81	\$24.52	\$25.26	\$26.02
Senior Animal Services Officer	--	\$25.50	\$26.27	\$27.06	\$27.87

** positions currently
redundant*

PART TIME	2023	2024	2025	2026	2027
	Increase		\$0.50 + 3.25%	3%	3%
Animal Care Technician	\$19.80	\$20.96	\$21.59	\$22.24	\$22.91
Agent	\$19.80	\$20.96	\$21.59	\$22.24	\$22.91
Animal Control Officer	\$19.80	\$20.96	\$21.59	\$22.24	\$22.91

SCHEDULE "A" CONT'D

Length of Service	24-36 Months				
	2023	2024	2025	2026	2027
FULL TIME					
Increase		\$0.50 + 3.25%	3%	3%	3%
Clerk Typist*	\$22.28	\$23.52	\$24.23	\$24.96	\$25.70
Receptionist / Dispatcher	\$20.33	\$21.51	\$22.16	\$22.82	\$23.50
Animal Care Technician	\$22.26	\$23.50	\$24.20	\$24.93	\$25.68
Senior Animal Care Technician	\$23.11	\$24.38	\$25.11	\$25.86	\$26.64
Agent / A.C.O.*	\$23.11	\$24.38	\$25.11	\$25.86	\$26.64
Animal Services Officer	\$22.48	\$23.73	\$24.44	\$25.17	\$25.93
Agent/Inspector*	\$23.76	\$25.05	\$25.80	\$26.57	\$27.37
Senior Animal Services Officer	--	\$25.50	\$26.27	\$27.06	\$27.87

** positions currently
redundant*

PART TIME	2023	2024	2025	2026	2027
	Increase		\$0.50 + 3.25%	3%	3%
Animal Care Technician	\$19.80	\$20.96	\$21.59	\$22.24	\$22.91
Agent	\$19.80	\$20.96	\$21.59	\$22.24	\$22.91
Animal Control Officer	\$19.80	\$20.96	\$21.59	\$22.24	\$22.91

SCHEDULE "A" CONT'D

Length of Service	36+ Months				
FULL TIME	2023	2024	2025	2026	2027
Increase		\$0.50 + 3.25%	3%	3%	3%
Clerk Typist*	\$23.45	\$24.73	\$25.47	\$26.23	\$27.02
Receptionist / Dispatcher	\$21.39	\$22.60	\$23.28	\$23.98	\$24.70
Animal Care Technician	\$23.43	\$24.71	\$25.45	\$26.21	\$27.00
Senior Animal Care Technician	\$24.31	\$25.62	\$26.39	\$27.18	\$28.00
Agent / A.C.O.*	\$24.31	\$25.62	\$26.39	\$27.18	\$28.00
Animal Services Officer	\$23.67	\$24.96	\$25.71	\$26.48	\$27.27
Agent/Inspector*	\$25.00	\$26.33	\$27.12	\$27.93	\$28.77
Senior Animal Services Officer	--	\$25.50	\$26.27	\$27.06	\$27.87

** positions currently
redundant*

PART TIME	2023	2024	2025	2026	2027
Increase		\$0.50 + 3.25%	3%	3%	3%
Animal Care Technician	\$19.80	\$20.96	\$21.59	\$22.24	\$22.91
Agent*	\$19.80	\$20.96	\$21.59	\$22.24	\$22.91
Animal Control Officer	\$19.80	\$20.96	\$21.59	\$22.24	\$22.91

LETTER OF UNDERSTANDING

Between:

THE LINCOLN COUNTY HUMANE SOCIETY

And:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND A UNIT OF LOCAL 1287

Re: Duties Performed by Operations Manager and/or Executive Director

As part of the Collective Agreement settled between the above Parties, it is agreed:

In connection with Section 19.08 of the Collective Agreement, the duties performed by the Executive Director and/or Operations Manager in the types of situations which presently exist regarding bargaining unit work, are as follows:

- (a) Answer the telephone between 8:00 a.m. and 9:00 a.m.;
- (b) Assist with some office work:
 - i) Adoptions
 - ii) Book Work
 - iii) Dispatch
- (c) Assist in answering the telephone throughout the day if needed;
- (d) Make some repairs when needed.
- (e) Some building and property maintenance.

It is understood that the above noted duties are bargaining unit duties and only in emergency situations will the Operations Manager or Executive Director perform these duties.

Signed at St. Catharines, Ontario this 13TH day of January 2026.

For the Lincoln County Humane Society
**Operating under the name: Humane
Society of Greater Niagara**

Cindy Dunne

Cindy Dunne (Jan 13, 2026 13:45:51 EST)

For the Canadian Union of Public Employees
Local 1287

Fiona Barr

Fiona Barr (Jan 13, 2026 16:55:52 EST)

AK

Angie Kerr (Jan 13, 2026 12:55:11 EST)

SM

Sam Moreau (Jan 13, 2026 14:25:43 EST)

JB

LETTER OF UNDERSTANDING

Between:

THE LINCOLN COUNTY HUMANE SOCIETY

And:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND A UNIT OF LOCAL 1287

Re: Job Security

The Union recognizes that while the Employer **may experience reductions in funding at any time, including but not limited to the loss of one or more municipal contracts**, the Employer endeavors to maintain **ten (10)** full time Employees for the life of the agreement. In the event of any further reduction in overall funding or significant decrease in workload the Employer may be required to reduce the full time Employees complement accordingly.

Notwithstanding the above, the Employer will meet with the union to discuss the loss of funding and provide the union details to explain the loss of full time positions.

It is further agreed that notwithstanding article 19.09 (c) which limits part-time hours to 24 per week, the Employer may utilize part-time staff that are willing to work such hours, for up to 28 hours per week in order to augment staffing requirements to meet scheduling demands for vacation or sick relief and to address emergency situations.

In certain situations and by written agreement of the parties a part-time employee can temporarily work up to full time hours.

Signed at St. Catharines, Ontario this 13TH day of January 2026.

For the Lincoln County Humane Society
**Operating under the name: Humane
Society of Greater Niagara**

For the Canadian Union of Public Employees
Local 1287

Cindy Dunne
Cindy Dunne (Jan 13, 2026 13:45:51 EST)

Fiona Barr
Fiona Barr (Jan 13, 2026 16:55:52 EST)

Angie Kerr
Angie Kerr (Jan 13, 2026 12:55:11 EST)

Sam Moreau
Sam Moreau (Jan 13, 2026 14:25:43 EST)

[Signature]

LETTER OF UNDERSTANDING

Between:

THE LINCOLN COUNTY HUMANE SOCIETY

And:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND A UNIT OF LOCAL 1287

Re: Joint Job Evaluation and Pay Equity

The Parties agree to establish and implement a Joint Gender Neutral Job Evaluation (JJE) plan for the purpose of establishing Pay Equity for employees of the Lincoln County Humane Society prior to the expiration of this Collective Agreement. The parties further agree to monitor (but not necessarily adopt) the Welland & District SPCA Pay Equity initiatives for a period not to exceed 12 months from the ratification of this Collective Agreement before embarking on its own Pay Equity plan.

Signed at St. Catharines, Ontario this 13TH day of January 2026.

For the Lincoln County Humane Society
**Operating under the name: Humane
Society of Greater Niagara**

For the Canadian Union of Public Employees
Local 1287

Cindy Dunne

Cindy Dunne (Jan 13, 2026 13:45:51 EST)

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Angie Kerr (Jan 13, 2026 12:55:11 EST)



Sam Moreau (Jan 13, 2026 14:25:43 EST)



LETTER OF UNDERSTANDING

Between:

THE LINCOLN COUNTY HUMANE SOCIETY

And:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND A UNIT OF LOCAL 1287

Re: Benefits for Full-time Employees

Whereas the Employer is a self insured plan provider

and

Whereas the Employer is concerned about increasing costs of benefits for full-time employees

and

Whereas the parties are concerned about increasing benefits costs

The parties agree to the following:

- 1) The employer will continue to monitor costs of benefits.
- 2) If the costs have substantially increased, it is agreed that the costs of the benefits will be capped at 10,000 per person receiving the benefit. This cap will not be initiated without prior discussion with the union.

Signed at St. Catharines, Ontario this 13TH day of January 2026.

For the Lincoln County Humane Society
**Operating under the name: Humane
Society of Greater Niagara**

Cindy Dunne

Cindy Dunne (Jan 13, 2026 13:45:51 EST)

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Sam Moreau (Jan 13, 2026 14:25:43 EST)

JB

LETTER OF UNDERSTANDING

Between:

THE LINCOLN COUNTY HUMANE SOCIETY

And:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND A UNIT OF LOCAL 1287**

Re: Conversion of Part-time to Full-time Work

Local representatives from both the Employer and the Union shall meet within three (3) months after ratification to review the use of part-time positions within the Corporation. The parties shall discuss the issues surrounding the conversion of part time positions to full time positions.

Ten (10) working days prior to the meeting, the Employer shall make available all relevant information to the parties to have an informed discussion.

Operational considerations, specifically ensuring the provision of services and supports shall be a primary consideration.

Signed at St. Catharines, Ontario this 13TH day of January 2026.

For the Lincoln County Humane Society
Operating under the name: Humane
Society of Greater Niagara

For the Canadian Union of Public
Employees Local 1287

Cindy Dunne

Cindy Dunne (Jan 13, 2026 13:45:51 EST)

Fiona Barr

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AKerr

Angie Kerr (Jan 13, 2026 12:55:11 EST)

Sam Moroz

Sam Moroz (Jan 13, 2026 14:25:43 EST)

[Signature]

LETTER OF UNDERSTANDING

Between:

THE LINCOLN COUNTY HUMANE SOCIETY

And:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND A UNIT OF LOCAL 1287**

Re: Mergers and Amalgamations

In the event the Employer may merge or amalgamate with any other body, the Employer agrees to notify the Union as soon as they are reasonably able to. Upon such notification, the parties agree to discuss the potential impacts on the employees in the bargaining unit, with such meeting including discussion on an implementation protocol, which may include any plan for notification to employees.

Signed at St. Catharines, Ontario this 13th day of January 2026.

For the Lincoln County Humane Society
Operating under the name: Humane
Society of Greater Niagara

**For the Canadian Union of Public
Employees Local 1287**

Cindy Dunne

Cindy Dunne (Jan 13, 2026 13:45:51 EST)

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