

COLLECTIVE AGREEMENT

BETWEEN:

THE LINCOLN COUNTY HUMANE SOCIETY
(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, 2006 to December 31, 2010

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 – PREAMBLE.....	1
ARTICLE 2 – RECOGNITION	1
ARTICLE 3 – UNION SECURITY	2
ARTICLE 4 – RELATIONSHIP	2
ARTICLE 5 - MANAGEMENT RIGHTS.....	2
ARTICLE 6 - NO STRIKE OR LOCK-OUT	3
ARTICLE 7 - UNION REPRESENTATION.....	3
ARTICLE 8 - GRIEVANCE PROCEDURE	4
ARTICLE 9 – SENIORITY	8
ARTICLE 10 - LEAVE OF ABSENCE	9
ARTICLE 11 - TEMPORARY TRANSFERS.....	10
ARTICLE 12 - PAYMENT OF WAGES AND ALLOWANCES	11
ARTICLE 13 - JOB DESCRIPTIONS	11
ARTICLE 14 - SAFETY ANDALTH	11
ARTICLE 15 - GENERAL CONDITIONS	12
ARTICLE 16 - COPIES OF AGREEMENT	13
ARTICLE 17 – CORRESPONDENCE.....	13
ARTICLE 18 - DUPLICATION OF PAY.....	14
ARTICLE 19 - HOURS OF WORK	14
ARTICLE 20 – OVERTIME.....	15
ARTICLE 21 - STAND-BY	16
ARTICLE 22 - PAID HOLIDAYS.....	16
ARTICLE 23 – VACATIONS.....	17
ARTICLE 24 - JURY DUTY	18
ARTICLE 25 - BEREAVEMENT LEAVE	18
ARTICLE 26 - WELFARE BENEFITS	18
ARTICLE 27 - SICK LEAVE PLAN	19

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 28 – DURATION	20
SCHEDULE "A"	21
WAGE RATES AND CLASSIFICATIONS	21
LETTER OF UNDERSTANDING	22
RE: DUTIES PERFORMED BY MANAGER.....	22
LETTER OF UNDERSTANDING	23
RE: JOB SECURITY	23
LETTER OF UNDERSTANDING	24
THE LINCOLN COUNTY HUMANE SOCIETY.....	24
RE: JOINT JOB EVALUATION AND PAY EQUITY	24
LETTER OF UNDERSTANDING	ERROR! BOOKMARK NOT DEFINED.
THE LINCOLN COUNTY HUMANE SOCIETY.....	ERROR! BOOKMARK NOT DEFINED.
RE: BENEFITS	ERROR! BOOKMARK NOT DEFINED.
LETTER OF UNDERSTANDING	ERROR! BOOKMARK NOT DEFINED.
RE: DUTIES PERFORMED BY THE EXECUTIVE DIRECTOR	25
LETTER OF UNDERSTANDING	ERROR! BOOKMARK NOT DEFINED.
RE: ENTITLEMENT ELIGIBILITY	ERROR! BOOKMARK NOT DEFINED.

COLLECTIVE AGREEMENT

BETWEEN:

THE LINCOLN COUNTY HUMANE SOCIETY
(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

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, 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 from outside the bargaining unit shall perform work done by the bargaining unit except in circumstances agreed to by the Union or in emergencies where members of the bargaining unit are not available. It is Management's prerogative to decide what set of circumstances constitutes an emergency. The Union recognizes that persons in addition to bargaining unit members may be needed in order to handle an emergency.

ARTICLE 4 – RELATIONSHIP

- 4.01 The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, place of residence, nor by the reason of their membership or activity in the union or that of any dependent of the employee in accordance with the Human Rights Code as amended from time to time.

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.

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 Chairperson 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, in accordance with the terms of this Agreement, a steward for any regular working hours spent in servicing grievances of employees; and also a Union Grievance Committee Member, a Union Negotiating Committee Member for time spent in attending meetings with the Employer during normal working hours excluding any time spent in negotiations under a Conciliation Officer or thereafter until agreement is reached, or time spent as a result of a grievance being arbitrated.

- 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.

- 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.

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 verbal 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 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.
- (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 and is later returned to a position within the bargaining unit, they shall then be credited with the amount of seniority they had at the time of their transfer to a position outside of the bargaining unit, and shall be placed in a job consistent with their seniority, all in accordance with Section 9.03. Such return shall not result in the lay-off or bumping of an employee holding 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 quits their employment;
- (b) they is discharged for just cause and the discharge is not reversed through the grievance procedure;
- (c) they is laid off for a period in excess of twelve (12) months. Employees on layoff as of June 1, 2003 shall be subject to the provisions of the prior Collective Agreement, which reads as follows:

they is laid off for a period in excess of one and one-half (1½) years.

- (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 six (6) months 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.

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 up to twenty dollars (\$20.00) 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, and if the transfer lasts for one (1) full shift or more, the employee will receive 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 Employees working in an unsanitary or dangerous job shall be supplied with the tools, safety equipment and protective clothing as and when considered necessary by the Employer.

14.02 An employee who is injured during working 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, unless a doctor states that the employee is fit for further work on that shift.

14.03 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

14.04 A first-aid kit shall be supplied and maintained by the Employer to each mobile unit.

14.05 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

14.06 **Immunization Policy**

It is the policy of the Lincoln County Humane Society, that all employees receive pre-exposure immunization for rabies and hepatitis B, unless they furnish written instructions from their Doctor advising against immunization.

As well, a titer must be done to determine whether additional immunization is necessary. The frequency of the titer will be decided with consultation with the employee's family physician.

The Employer will be responsible for all costs to implement this program for all present employees. It will be the responsibility of all future employees, as a condition of employment, to be immunized for pre-exposure rabies and hepatitis B.

The effective date will be January 1st, 1998.

14.07 The Employer shall provide the Employee Health & Safety Representative and the Union with a report of injury or disease when submitting same to the Workplace Safety and Insurance Board (WSIB). The Employer agrees to provide any return to work plan or any other prescribed information and/or correspondence between the Employer and the WSIB regarding an employee's WSIB claim to the Employee Health & Safety Representative, the Union and the injured worker as it relates to the Employer's return to work plan.

14.08 The union and the employer agree to abide by all applicable provisions of the Workplace Health and Safety Insurance Act, Occupational Health and Safety Act, 1997 and Regulations including WHMIS and Designated Substances.

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 initialled 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 The Employer shall replace items in the uniform when the Employer considers that such replacement is necessary and where the employee turns in the old item to be replaced. The cost for the issue of new uniforms or necessary replacement will be paid one hundred percent (100%) by the Employer for the following: ties, gloves, three (3) pairs of trousers, three (3) shirts, winter coat, two (2) pairs of coveralls, rain coat, Employer approved footwear, uniforms, for Shelter staff and Office staff.

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, fax or hand delivery as follows:

To the Employer: Lincoln County Humane Society
160 - 4th Avenue
R. R. #3
St. Catharines, Ontario
L2R 6P9

To the Union: Secretary
Canadian Union of Public Employees
Local 1287
15A Neilson Avenue
St. Catharines, Ontario
L2M 5V9

Copy to: Canadian Union of Public Employees
Two Westport Centre
110B Hannover Drive, Suite 103
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 workweek 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 8:00 am to 4:00 p.m., 8:00 a.m. to 4:30 p.m., 1:00 p.m. to 9:00 p.m., 2:00 p.m. to 10:00 p.m., 4:00 p.m. to 12:00 a.m. and 12:00 a.m. to 8:00 a.m. The Employer agrees to avoid split days off where practical.
- 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 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. 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), but not more than two (2) regular working days 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 number and the Employer will not be liable for any payment, unless such arrangements have been made.
- (b) 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 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 of each employee shall be posted in an appropriate place at least two (2) weeks in advance except where the unanticipated absence of one or more employees makes changes necessary.
- 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.

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.

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 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 as equally as practicable over the calendar year among the employees who normally perform the work.
- 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 shall be supplied with a pager and shall be paid twenty dollars (\$20.00) per night while on stand-by, plus twenty dollars (\$20.00) for each call within or outside the limits of the City of St. Catharines and twenty dollars (\$20.00) for each call outside the limit of the City of St. Catharines which such employee has to follow up with a personal visit. It is agreed that it is mandatory for each Animal Control Officer to take their turn on stand-by duty except when on vacation or authorized leave of absence if and when stand-by duty is required. Stand-by pay shall be paid by the 3rd working day of each month.

When an employee on stand-by is required to return the truck on their regular day off, they will receive an additional \$10.00.

A standard stand-by shift shall consist of twelve (12) hours and is understood to apply to daytime stand-by shifts and night time stand-by shifts. Any hours performed in excess of a standard 12 hour stand-by shift shall be paid at a rate of \$1.00 per hour.

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:

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

(c) 3 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.

(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.

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.

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 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 has 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 have given twenty-four (24) hours' notice to the Employer that they has 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 An employee on a seniority list will be granted up to five (5) days leave of absence with pay to attend the funeral their spouse, child, mother or father and up to three (3) days leave of absence with pay to attend the funeral of their father-in-law, mother-in-law, brother, sister, grandparents, grandchild or guardian. Application shall be made to their immediate superior.

- (a) An employee shall not be entitled to the benefits of this Section when they does not attend the funeral of the immediate relative, or fails upon request, to furnish the Employer with reasonable proof of death and of their attendance at the funeral.
- (b) An employee on the seniority list who can show proof of death of their husband, wife, child, father or mother, brother, sister, but because of distance or any other reason is unable to attend the funeral, shall be granted one (1) day's leave of absence with pay.

ARTICLE 26 - WELFARE 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 \$200.00 per person every 24 months for eyeglasses and \$300.00 for hearing aids per person once every 5 years. (Dental plan adjustments to take effect, April 1, 1995).
- 4) Dental Plan Code 9 (Blue Cross or equivalent).

-
- 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.
- 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 shall be amended from time to time so that employees receive the same level of benefits as that provided to Union members who are employees of the City of St. Catharines.

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 fifty percent (50%) of unused sick days shall be rolled into the existing employees Registered Retirement Savings Plan.

-
- (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.
 - 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, 2006, 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, 2010, 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 31st day of December, 2010, or similar 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.

DATED AT ST. CATHARINES, ONTARIO THIS _____ DAY OF _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

SCHEDULE "A"

WAGE RATES AND CLASSIFICATIONS

	Current	Jan 2006	Jan 2007	Jan 2008	July 2008	Jan 2009	July 2009	Jan 2010	July 2010
CLERK TYPIST	17.32	17.67	18.02	18.38	18.38	18.66	18.84	19.13	19.46
RECEPTIONIST / DISPATCHER	15.81	16.13	16.45	16.78	16.78	17.03	17.20	17.46	17.76
ANIMAL CARE TECHNICIAN	17.32	17.84	18.20	18.56	18.56	18.84	19.03	19.31	19.65
SENIOR ANIMAL CARE TECHNICIAN	17.96	18.33	18.70	19.07	19.07	19.36	19.55	19.84	20.19
AGENT / A.C.O.	17.96	18.33	18.70	19.07	19.07	19.36	19.55	19.84	20.19
ANIMAL CONTROL OFFICER	17.49	17.84	18.20	18.56	18.56	18.84	19.03	19.31	19.65
PART TIME EMPLOYEES	14.07	14.35	14.64	14.93	14.93	15.16	15.31	15.54	15.81
AGENT/INSPECTOR	18.48	18.85	19.23	19.61	19.61	19.91	20.10	20.41	20.76
<p>Wage Increases: Jan. 2006 - 2% Jan. 2007 - 2% Jan 2008 - 2% July 2008 - 0% Jan. 2009 - 1.5% July 2009 - 1% Jan. 2010 - 1.5% July 2010 - 1.75%</p> <p>January 2006 - Non-retroactive January 2007 and January 2008 - Retroactive</p> <p>\$500 (gross) signing bonus for full time employees \$300 (gross) signing bonus for part time employees</p>									

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 Manager

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 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.

Signed at St. Catharines, Ontario this _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

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

Provided there is no significant reduction in overall funding as a result of a loss of servicing contracts, or other revenue, or a significant decrease in workload, the Employer agrees that the complement of full time bargaining unit employees shall be maintained at a minimum of seven (7) for the life of the collective agreement.

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 provided they are afforded the same rights as full time staff during the period so employed. In lieu of benefits, such part time staff person shall be compensated at a rate of 10% per hour, in addition to the regular full time rate of pay.

Signed at St. Catharines, Ontario this _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

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 _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

Between:

THE LINCOLN COUNTY HUMANE SOCIETY

And:

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

Re: Duties Performed by the 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 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.

Signed at St. Catharines, Ontario this _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION
