



**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE WINNIPEG HUMANE SOCIETY  
FOR THE PREVENTION OF  
CRUELTY TO ANIMALS**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 500**

**TERM OF AGREEMENT:  
JANUARY 1, 2016 TO MARCH 31, 2020**

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## **ARTICLE 1 - PREAMBLE**

- 1.01 It is the purpose of both parties to this Agreement:
- (1) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union
  - (2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions
  - (3) to encourage efficiency in operations and generally promote the interest of the Society
  - (4) to promote the morale, well-being and security of all employees in the bargaining unit of the union.
- 1.02 It is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

## **ARTICLE 2 - INTERPRETATION**

- 2.01 In this Agreement, unless the context otherwise requires, the expression:
- (a) "suspension" means the temporary removal of an employee for disciplinary reasons, from a position of employment for just cause;
  - (b) "employee" means a person who is employed by the Society within the scope of this Agreement and covered by MLB Certificate #5125;
    - (i) "full-time employee" means an employee who regularly works the full prescribed hours of work per week and is designated by the Society as full-time;
    - (ii) "regular part-time employee" means an employee designated by the Society as part-time and who is scheduled to work less than the full prescribed hours per week on a regular and recurring basis;
    - (iii) "temporary employee" means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specified event;
  - (c) "position" means a position of employment with the Society, which is in the bargaining unit;

- (d) “Society” means **The Winnipeg Humane Society for the Prevention of Cruelty to Animals** (The Winnipeg Humane Society) as represented by the Chief Executive Officer or designate. In this agreement the Society and the Employer may be used interchangeably;
- (e) “steward” means an employee appointed or elected by the Union who is authorized to represent the Union, an employee or both, in the handling of grievances or matters pertaining to this Agreement;
- (f) “termination” means the permanent separation of an employee from a position of employment whereby all commitments to that employee have been discharged by the Society.

## 2.02

(a) Casual Employees

The words “casual employee” shall mean a person who replaces an absent employee or is called into supplement staff. The terms of this Agreement shall not apply to such casual employee, except:

- (i) Casual employees shall receive vacation pay biweekly at the rate of four percent (4%) of the regular hours worked in a biweekly pay period.
- (ii) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
- (iii) Casual employees shall be entitled to the holidays set out under Article 20.01 and shall be compensated for the holidays in accordance with the Employment Standards Code, as amended from time to time.
- (iv) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 11.
- (v) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees.
- (vi) The Employer agrees to deduct Union dues in accordance with Article 5, an amount specified by the Union in any pay period for which the casual employee receives any payment.
- (vii) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- (viii) **Articles 17 and 18** herein apply only with respect to the terms of this Article.

- (ix) The Humane Society is not under any obligation to continue to employ a casual employee beyond their casual shift.

(b) Grant Employee

“Grant Employee” means a temporary employee who works on a project funded by a grant to the Society. Grant employees are included in the bargaining unit and are covered by this Collective Agreement with respect to non-monetary items only.

2.03 Plural or Feminine Terms May Apply

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

**ARTICLE 3 - RECOGNITION**

- 3.01 The Society recognizes the Union as the sole and exclusive bargaining agent for all employees who are employed and covered under Certificate No. MLB 5125, dated March 27, 1995.

In addition, the Union recognizes the following positions as not being included in the bargaining unit:

- (1) Chief Executive Officer
- (2) Director of Development
- (3) Retail and Adoptions Manager
- (4) Accountant
- (5) Education Manager
- (6) Volunteer Manager
- (7) Executive Administrative Assistant
- (8) **Director of Finance and Operations**
- (9) Events Manager
- (10) **Senior Director, Strategic Communications & Public Affairs**
- (11) Human Resources Manager
- (12) Director of Animal Health
- (13) Veterinarians
- (14) Shelter Manager
- (15) Animal Intake Manager
- (16) Investigations and Emergency Response Manager
- (17) Behaviour Manager
- (18) **Senior Manager, Fundraising Operations**
- (19) **Donor Relations Officer**
- (20) **Event Organizer**

- (21) **Major Gift Officer**
- (22) **Assistant Managers**
- (23) Those excluded by the Act

3.02 The Union will provide the Society with copies of this Agreement to enable the Society to provide a copy of the Agreement to each new employee on or before the employee's commencement of employment. As part of the orientation process, a new employee will be introduced to the Union Steward.

3.03 **Representative of Canadian Union**

The Union shall have the right at any time to have the assistance of National Representatives of Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Society. Such Representative(s) shall have access to the Society's premises in order to investigate and assist in the settlement of a grievance with the prior consent of the Society which consent will not be unreasonably withheld.

3.04 It is understood that a Steward has his/her regular work to perform on behalf of the Society and that he/she will not leave his/her work without obtaining permission from the Manager. In accordance with this understanding, the Society agrees to compensate, in accordance with the terms of this Agreement, a Steward for any regular working hours spent in servicing grievances of employees up to a maximum of fifteen (15) minutes per grievance. Any additional time shall be on the Steward's own time. The maximum paid time allowed for Union business meetings involving no Management personnel shall not exceed one (1) hour per week.

**ARTICLE 4 - MANAGEMENT RIGHTS**

4.01 All the functions, rights, personnel practices, powers and authority which the Society has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained exclusively by the Society including the right to make, enforce and revise from time to time rules, regulations, practices, procedures and policies to be observed by the employees, which rules, regulations, practices, procedures and policies shall not be inconsistent with this Agreement.

4.02 In exercising its rights the Society shall act reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole.

## **ARTICLE 5 - UNION SECURITY**

- 5.01 Each and every employee who comes under the scope of this Agreement shall have Union dues deducted by the Society from each pay, whether he is a member of the Union or not. Such dues shall be forwarded to the Union on a monthly basis, together with a list of the names of employees from whom deductions have been made and the amounts of such deductions.
- 5.02 The Union shall notify the Society in writing of any changes in the amount of dues at least one (1) month prior to the end of the pay period in which the deductions are to be made.
- 5.03 Dues Receipts
- At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.
- 5.04 The Union agrees to indemnify and save the Society harmless against any claim or liability arising out of the application of this Article.
- 5.05 The Union agrees that all employees who are non-members of the Union shall have the right to receive notice of, attend, participate in and vote at, meetings of the Union concerning any matter arising out of a work stoppage.

## **ARTICLE 6 - RIGHTS OF STEWARDS**

- 6.01 The Union shall notify the Chief Executive Officer in writing of the name of its officers and stewards and the Society shall be required to recognize only these officers and stewards of whom it has notice.
- 6.02 Stewards and employees shall not normally conduct Union business during their working time unless they have express permission from their managers. Time spent on union issues shall be consistent with Article 3.04.

## **ARTICLE 7 - PROBATION**

- 7.01 Employees in the bargaining unit shall be on probation for an initial period of 520 hours of work. The Society may extend the probationary period for a period of time longer than 520 hours. Such extension shall be for a period of no more than 260 hours unless otherwise agreed to by the Union and employee concerned. The employee shall be notified in writing by the Society of the extension of the probationary period beyond the initial 520 hours of work. At any time during the probationary period, or the extended probationary period, the employee may be

terminated by the Society and notwithstanding any provisions of this Agreement, such termination shall not be grievable nor arbitrable.

- 7.02 After completion of the probationary period, seniority shall be effective from the original date of employment.

## **ARTICLE 8 - PAYMENT OF WAGES AND ALLOWANCES**

- 8.01 The Employer shall pay salaries and wages biweekly (26 pay periods per year) in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions.
- 8.02 The wages payable to any employee in his respective classification shall be those set forth in Schedule "A" attached hereto and forming part of this Agreement.
- 8.03 All part-time employees shall receive the wage rate and benefits specified in this Agreement on a pro rata basis according to their hours of work.
- 8.04 Payment will be made on a biweekly basis. Pay is directly deposited into the employee's personal bank account. A statement of salary ranges will be given to new staff members when they commence employment.
- 8.05 Vacation Pay
- Vacation pay will be paid to an employee on the regular pay period i.e. there will be no interruption in the employee's regular pay.
- 8.06 **The Society and Animal Health Technologists will discuss annually the type of training that is most meaningful for Animal Health Technologist. The Society will approve training opportunities eligible for reimbursement up to \$450.00 p.a. to assist the Animal Health Technologists in earning their required 15 Continuing Education credits per year.**

## **ARTICLE 9 - MERIT INCREASE**

- 9.01 A full-time employee who is not at the maximum for his position is eligible to receive a merit increase after 2,080 hours actually worked, if his work performance is, considered to be satisfactory.
- 9.02 (a) A part-time employee who is not at the maximum for his position is eligible to be moved one step forward on the salary scale upon completion of each 2,080 hours of actual work in any number of part-time positions



since his last increment if his work performance is considered to be satisfactory.

- (b) Where an employee occupies more than one part-time position, the first (1<sup>st</sup>) 2,080 hour merit increase, utilizing the total hours worked in all part-time positions, shall apply to the position where more hours are worked. The next 2,080 hour merit increase will apply to both part-time positions and the next 2,080 hour merit increase will apply to the part-time position where more hours are worked. If the number of hours in the two (2), or more, positions is equal, the higher paying position will be deemed to be the position where more hours are worked (in the event that the positions have the same hourly rate then the employee will determine which position is the "deemed position"). The employee will alternate in receiving merit increases as indicated above until the employee reaches the top of the wage scale in both positions.

9.03 In the event that an employee's work performance is deemed unsatisfactory, the employee will have the opportunity to be reviewed three (3) months later and, if found satisfactory, the merit increase will apply from that day forward.

9.04 In the event an employee is appointed to a position with a higher wage scale constituting a promotion, the employee will be placed at the next highest step in the wage scale that will result in increase in pay.

## **ARTICLE 10 - HOURS OF WORK**

10.01 The regular hours of work for all full-time employees will normally be eight (8) hours per day on five (5) consecutive days per week, totalling forty (40) hours per week.

10.02 Regular hours of work shall be deemed to include a rest period.

10.03 Any variation to the work day or workweek hours as specified in 10.01 above shall be instituted only with the mutual agreement of the parties to this Agreement.

10.04 Employees are entitled to the following **uninterrupted** breaks:

- (a) Three (3) hours or more but less than five (5) hours worked – one (1) fifteen (15) minute break.
- (b) Five (5) hours or more but less than seven (7) hours worked – two (2) fifteen (15) minute OR one thirty (30) minute break.

- (c) Seven (7) hours or more but less than eight (8) hours worked – one (1) fifteen (15) minute and one thirty (30) minute break.
- (d) Eight (8) hours or more worked – two (2) fifteen (15) minute and one thirty (30) minute break.

10.05 Schedules shall be posted 14 calendar days or one pay period in advance of the first date on the schedule. Any changes to the schedule can only be done by notifying the affected employees at least 5 days in advance unless otherwise mutually agreed.

#### **ARTICLE 11 - OVERTIME**

- 11.01 Overtime shall be time worked in excess of the daily or weekly hours of work as specified in Article 10, Hours of Work, such time to have been authorized in such manner and by such person as may be designated by the Society. Overtime shall be assigned to the employee who normally performs the work and shall be offered on a rotating basis. For last minute overtime cases, first opportunity shall be offered to the employees working at the time. In cases of emergency where an employee has made every reasonable effort but has been unable to contact their Manager for overtime authorization, any emergency overtime which must be worked shall be considered for approval and payment. Such approval and payment shall not be unreasonably withheld. For pre-arranged overtime, overtime shall be offered in order of seniority. The employer shall maintain a list of who has been offered overtime to ensure overtime is offered on a rotating basis.
- 11.02 Employees shall receive 1 1/2 times their basic rate of pay for all authorized overtime, except in cases where due to flex time utilization, the overtime worked replaced time missed on another occasion before or after the overtime.
- 11.03 Where an employee has worked overtime, that employee will be paid **for overtime worked.**
- 11.04 Employees who are required to attend training courses and/or travel during their regular working hours will be compensated for such time at straight time rates, up to eight (8) hours per day.

#### **ARTICLE 12 - SENIORITY**

- 12.01 Seniority is defined as the length of service with the Society and shall include service with the Society prior to certification. To clarify, seniority shall be expressed in terms of total hours worked since most recent hire date for regular full-time or part-time employees. Seniority shall be used for layoff and recall as outlined in Article 13 and the filling of vacant positions as outlined in Article 14.

“Total hours worked” for these purposes includes all paid leaves of absence, such as WCB, paid sick leave, vacation, unpaid health-related leaves of six (6) months or less including time on Long Term Disability, but does not include time missed due to unpaid leaves of absence that are not health-related.

#### 12.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee’s service most recently commenced and current total hours worked. An up-to-date seniority list (names only) shall be posted on all bulletin boards in July and January of each year. Employees will have ten (10) days after posting to bring to the attention of the Society any errors, otherwise the list would be deemed accepted. The confirmed seniority list shall include the names of each employee, position, seniority hours, addresses and phone numbers and will be forwarded to the Union Office.

#### 12.03 Loss of Seniority

An employee will continue to accumulate seniority while he/she is absent from work on paid leave. An employee shall lose his/her seniority in the event he/she:

- (a) is discharged for just cause and is not reinstated;
- (b) resigns;
- (c) fails to return to work within ten (10) working days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It is the responsibility of the employee to keep the Employer informed of his/her current address;
- (d) is laid off for a period longer than eighteen (18) months.

An employee who has lost seniority as a result of the application of this clause shall be notified that their employment is terminated and where such notice is given, it shall be considered as just cause for termination.

#### 12.04 Seniority during Transfers to Out of Scope Positions

The selection or appointment of employees for supervisory positions or for any position not subject to this Agreement is not governed by this Agreement. However, if any employee is or has been transferred or appointed and is transferred back or they request to return to a position which is governed by this Agreement within forty-five (45) days following his/her transfer or appointment, then the seniority which he/ she has accumulated in such supervisory position shall be credited to the employee and he/she shall be placed in a job consistent with his/her seniority.

### **ARTICLE 13 - LAY-OFF AND RECALL**

- 13.01        **The Society and the Union recognize that it is the exclusive right of the Society to increase or decrease its working force. Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, full-time employees shall be laid off in reverse order of seniority provided always that the employees to be retained possess the ability, skill and qualifications to perform the work.**
- 13.02        **The Society shall meet with and give notice to the Union of the proposed reduction and the jobs affected at least sixty (60) days prior to the effective date of the layoff in order that consultation with the Union may take place. The process of the consultation will include formation of a joint committee to explore measures that may be undertaken to avoid layoff and/or other options that can be considered as alternative to layoff that may include, but not limited to the following:**
- (a)    Normal attrition such as retirement (normal or voluntary early), leaves of absence with no or partial pay or resignations;**
  - (b)    Reduction in budgets for certain items or activities that will not further weaken the Society's financial viability;**
  - (c)    Retraining for another position or alternate classification could be considered as an alternative to layoff.**
- The Society shall give the employee written notice of the date on which he is to be laid off at least four (4) weeks before the date on which he is to be laid off or in the absence of such notice shall grant pay in lieu thereof.
- 13.03        Employees who are laid off shall be placed on a re-employment list. Employees placed on the re-employment list shall be called back in reverse order of lay-off starting with the most recently laid off employee and proceeding in descending order to the first employee laid off, provided that such employee(s) possess the ability, skill and qualifications to perform the work. The re-employment list shall be in effect for eighteen (18) months, in concurrence with Article 12.03(d).
- 13.04        Notification of recall following a lay-off shall be sent by certified letter to the last reported address of the employee. The onus is on the employee to keep the Society informed of their latest address.
- 13.05        No new employee shall be hired until those laid off who meet the requirements of the job have been given an opportunity of recall subject to the ability, skill, and qualifications to perform work assigned.

## **ARTICLE 14 - STAFF VACANCIES**

14.01 When a vacancy that will be filled occurs or a new position is created, within scope of this Agreement, the Society shall notify the Union and post notice of the position on the appropriate bulletin board(s) for a period of five (5) calendar days.

Such job posting shall contain the following:

Nature of position, qualifications required, knowledge and educational skills required, wage or salary rate or range and closing date for applications. Such qualifications shall conform to the job description of the position in question. A copy of each job posting shall be provided to the Union at the time that such posting is made.

14.02 Filling of Supervisors Bargaining Unit Positions

For the filling of supervisory bargaining unit positions, **from internal qualified applicants, appointment shall be on the basis of ability, past work performance, and seniority with seniority prevailing in the event of equality of ability and past work performance. Required qualifications will be considered minimum requirements.**

14.03 Term Positions

A "term position" shall be for a specific time period or until completion of a particular project within a specific department.

- The employer will determine whether positions of less than three (3) months will be posted.
- Term positions of duration of three (3) months or more shall be posted.
- Term positions shall be of a maximum duration of fifteen (15) months for a Maternity/Parental leave and all other leaves will be a maximum of one (1) year unless this period is extended with the agreement of the Union.

14.04 Filling of All Other Bargaining Unit Positions

For all other bargaining unit positions, appointment shall be made of the senior applicant possessing the necessary skills, abilities, and qualifications.

14.05 Trial Period

There shall be a trial period of up sixty (60) days or four hundred and eighty (480) hours for part-time employees when a position is filled by a person from a different position within the bargaining unit.

At any point during the trial period the Employer can return an employee to their former position if found unsuitable or the employee can return to their former position if they so choose.

At the end of the trial period, the Employer shall notify the employee that they are now confirmed in the position.

- 14.06 The Employer shall notify the Union of the name of the successful applicant for each vacancy.

### **ARTICLE 15 - RESIGNATIONS**

- 15.01 An employee wishing to resign shall provide their Manager with a written notice of resignation which shall specify the last date upon which the employee will be present at work and perform his regular duties.
- 15.02 The effective date of a resignation shall be the last day upon which an employee is present at work and performs his regular duties.
- 15.03 An employee shall give notice of resignation at least two (2) weeks prior to the date on which his resignation is to be effective. Notice of resignation shorter than the required two (2) weeks may only be given with the approval of the Manager.
- 15.04 An employee may, with approval of the Manager, withdraw his notice of resignation at any time before his resignation becomes effective.

### **ARTICLE 16 - DISCIPLINARY ACTION AND UNSATISFACTORY PERFORMANCE**

- 16.01 Where a person having supervisory authority over an employee believes that disciplinary action of that employee is necessary for just cause he may:
- (a) orally reprimand the employee; or
  - (b) in writing reprimand the employee; or
  - (c) suspend the employee with or without pay; or
  - (d) recommend the dismissal of the employee to the Executive Director or designate.
- 16.02 An employee involved in disciplinary action shall be allowed access to a Steward or Union Representative if they so desire.

- 16.03 An employee may be disciplined for abandonment of position up to and including termination.
- 16.04 An employee shall have the right at any time to have access to **her/his personnel** file and shall have the right to respond in writing to any documents contained therein. Such reply shall become part of the permanent record.

#### **ARTICLE 17 - GRIEVANCE PROCEDURE**

- 17.01 The parties to this Agreement recognize the desirability for resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 17.02 It is mutually agreed that efforts shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have his steward present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.
- 17.03 A grievance is defined as a complaint in writing concerning the application, interpretation or alleged violation of this Agreement.
- 17.04
  - (a) Where either party to this Agreement disputes the general application, interpretation or alleged violation of this Agreement, either party may initiate a policy grievance. Such grievances initiated by the Union shall be made to the Society and such grievances initiated by the Society shall be made to the President of the Union, or designate and in either case shall be within ten (10) days from the date of the action giving rise to the grievance.
  - (b) Where the parties fail to resolve a grievance under .04 (a), either party may refer the grievance to the Arbitration step of the Grievance Procedure.
- 17.05 Whenever possible, the grievance shall be presented on an Official Grievance Form. The written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance must be signed. The grievance may be clarified at any step providing its substance is not changed.
- 17.06 An employee has the right to representation by a Union steward at any step of the Grievance Procedure.
  - (a) Step 1: Within ten (10) working days after the date upon which the employee was notified orally or in writing of the action or circumstances giving rise to the grievance, the employee and the Union shall present the

grievance with the redress requested to his supervisor or person designated by the Chief Executive Officer, who shall issue a decision in writing to the employee and to the Union within ten (10) working days.

- (b) Step 2: If the grievance is not resolved satisfactorily at Step 1, the Union shall notify the Chief Executive Officer or designate of their desire to proceed to Step 2 within ten (10) working days of the receipt of the decision at Step 1. The Chief Executive Officer or designate shall issue a decision in writing to the employee and to the Union within twenty (20) working days of receipt of the grievance. The Chief Executive Officer or his designate may hold a hearing to discuss the grievance with the grievor before giving a decision on the grievance.
- (c) Step 3: The Union shall have the right to submit the decision to Arbitration.

17.07 In the case of a dispute arising from the disciplinary demotion, suspension or dismissal of an employee, the grievance shall initially be presented at Step 2, within ten (10) working days of the disciplinary demotion, suspension or dismissal.

## **ARTICLE 18 - ARBITRATION PROCEDURE**

18.01 Effective from the date of the signing of the Agreement and restricted to grievances which occurred and were initiated after that date, unresolved grievances or disputes shall be submitted to Arbitration in accordance with the procedure set forth in this Article.

18.02 The parties agree to use a single arbitrator unless either party signifies its intent in writing to the other within fifteen (15) working days of receipt of notification that a matter is proceeding to arbitration.

18.03 The procedure for arbitrating grievances shall be as follows:

- (a) Either of the parties shall, within forty-five (45) calendar days (except General Holidays) from the receipt of the decision at Step 2 of the Grievance Procedure, notify the other party in writing of its desire to submit the grievance to arbitration.
- (b) The party referring the matter to arbitration shall proceed in accordance with either of the procedures outlined below:



(i) Procedure for Single Arbitrator

Where arbitration is proceeded with using a single chair in accordance with this Article, the arbitrator will be appointed on a rotating basis from a list of three mutually agree-to arbitrators, which list of arbitrators is attached to the Collective Agreement as Appendix "A". Unless the parties agree otherwise, the arbitrator appointed to hear the grievance will be in accordance with the order of arbitrators on Appendix "A".

(ii) Procedure for Arbitration Board Tribunal

In the event either party does not agree to a single arbitrator, the party originating the arbitration request shall notify the other party by registered mail, the name of its nominee on an Arbitration Board. Within fifteen (15) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) arbitrators shall be notified as to the name of the Chair who will be appointed on a rotating basis from a list of five mutually agree-to arbitrators, which list of arbitrators is attached to the Collective Agreement as Appendix "A".

18.04 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within seven (7) days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

18.05 Procedure

The Arbitrator or Arbitration Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the differences of allegations and render a decision within ten (10) days from the time the Chairperson is appointed.

18.06 Decisions of the Arbitrator or Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Arbitrator or Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Arbitrator or Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Arbitrator or Board shall have the

power to dispose of any discharge or a discipline grievance by any arrangement which, in its opinion, it deems just and equitable.

18.07 Disagreement on Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

18.08 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the Arbitrator it appoints;
- (b) one-half (½) the fees and expenses of the Chairperson;
- (c) one-half (½) the fees of a Single Arbitrator.

18.09 Amending Time Limits

The time limits fixed in this arbitration procedure may be extended by consent of the parties to this Agreement.

18.10 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witness, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

18.11 The Arbitrator or Arbitration Board shall not have the power to add to, subtract from or modify or alter in any way the provision of the Agreement.

18.12 The Arbitrator or Board shall be expressly confined to the precise issue submitted and shall have no authority to make a decision and/or recommendation on any other issue not so submitted.

## **ARTICLE 19 - VACATION**

- 19.01 For purposes of this Agreement, a vacation year is the period beginning on the first day of January and ending on the thirty-first day of December next following.
- 19.02 Permanent employees shall earn vacation leave credits on the following bases:
- |     |   |         |
|-----|---|---------|
| (a) | one (1) to <b>three (3)</b> years inclusive | 2 weeks |
| (b) | after the 3 <sup>rd</sup> year              | 3 weeks |
| (c) | after the 6 <sup>th</sup> year              | 4 weeks |
| (d) | after the 11 <sup>th</sup> year             | 5 weeks |
| (e) | after the 16 <sup>th</sup> year             | 6 weeks |
- 19.03 A permanent employee with at least six (6) months but less than one (1) year's service is eligible for vacation with pay on a pro rata basis.
- 19.04 Term employees will receive vacation pay in accordance with the Employment Standards Code.
- 19.05
- (a) Vacation leave may be taken only with the consent of the Society. **Requests for leave must be submitted at least twenty-eight (28) calendar days or two (2) pay periods in advance of the posting date. A request does not guarantee an approval. In event of multiple vacation leave requests by employees for the same day(s), vacation leave will be granted on basis of seniority, time off accrued, ability to replace staff requesting vacation leave, and amount of vacation leave requests for the same day. Any leave request after the deadline may be considered on an exception basis.**
  - (b) Except with the consent of the Society, vacation leave shall commence at the end of the employee's workweek and scheduled days off.
  - (c) Other than as provided in 19.03 above, vacation leave shall be taken in the vacation year following the vacation year in which it is earned.
  - (d) With the written approval of the Society, vacation leave may, in exceptional circumstances, be carried forward to the next following year to supplement the vacation period of that year, but in no case will a vacation carry-over be allowed for more than one (1) consecutive year. **Unless otherwise mutually agreed, in writing, between the employee and the Society, no employee shall accumulate more than twenty (20) days' vacation eligibility. Existing employees with more than**

**twenty (20) days' outstanding will be grandfathered for 2016/2017 fiscal year only.**

- 19.06 Vacation credits accumulate from the date of hire but a probationary employee is not entitled to take vacation.
- 19.07 Vacation pay will be paid only after an employee has sufficient vacation time earned to cover the period in question.

## **ARTICLE 20 - HOLIDAYS**

20.01 The following holidays shall be observed:

- (a) New Year's Day
- (b) Good Friday
- (c) Victoria Day
- (d) Canada Day
- (e) August Civic Holiday
- (f) Labour Day
- (g) Thanksgiving Day
- (h) Christmas Day
- (i) Boxing Day
- (j) Easter Monday
- (k) Journée Louis Riel Day
- (l) Any other holiday proclaimed by Federal or Provincial Statute

Provided that where any of the said days fall on a Saturday or Sunday, the first working day following the holiday shall be observed as the holiday in lieu thereof. Nothing in this subsection shall prohibit the parties to this Agreement from altering the date of the observance of any of the above holidays.

20.02 Remembrance Day shall be a paid holiday except where it falls on a non-working day.

20.03 An employee is entitled to pay for a holiday on which he does not work, provided:

- (a) he did not fail to report for work after having been called to work on the day of the holiday; and
- (b) he did not absent himself from work without the Society's consent on either the regular working day immediately preceding or following the holiday, unless his absence is by reason of established illness.

20.04 An employee who works on a holiday is entitled to be paid for the hours worked, at overtime rates, and holiday pay, if (s)he qualifies.

- 20.05 A **part-time** employee who is scheduled and who works on a holiday is **entitled to be paid for the hours worked, at overtime rates, if (s)he qualifies.**
- 20.06 Where an employee who has been required to work on holidays, leaves the employ of the Society, he shall be entitled to receive pay in lieu of that number of days' leave of absence that has not been granted to him to which he is normally eligible under section .04.
- 20.07 Where a holiday falls within the vacation period of an employee, one additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holiday.
- 20.08 Section .06 shall not apply when Remembrance Day falls on a Saturday or Sunday during the vacation period of an employee.
- 20.09 In the event that an employee is regularly scheduled to work both Christmas Day and New Year's Day, the employee shall be required to work on only one (1) of the above days provided that there are sufficient employees available in the classification to enable the Society to so schedule these two (2) days.

## **ARTICLE 21 - SICK LEAVE**

- 21.01 It is agreed by the parties that earned sick leave entitlement shall only be granted by the Society where an employee is unable to be at work and perform his regular duties as a result of illness or injury.
- Time off for medical, dental and chiropractic examinations or treatments, including reasonable travel time within the City of Winnipeg, shall be granted and such time off shall be chargeable against the employee's accumulated sick leave credits, providing the following conditions are met:
- (a) whenever possible, appointments are to be made on the employee's day off or at a time when she is not on duty;
  - (b) if (a) above is not possible or practical due to the urgency of the illness or the inability of obtaining an appointment at that time, the employee is to discuss his/her situation with his/her Supervisor and whenever possible this discussion will be held 24 hours prior to that appointment. In all cases, prior to an absence, the employee will notify their Supervisor.
  - (c) Employees will be absent for these purposes for no more time than is necessary in order to obtain the medical services and necessary travel time.

21.02 The sick leave to which a full-time employee is entitled shall accumulate at the rate of one and one-sixth (1 1/6) working days per month effective the date of hire but commencing after completion of three (3) months' service and cumulative to a maximum of **ninety-five (95)** working days.

Out of the fourteen (14) days of sick leave per year, each eligible employee will be allowed to use up to **five (5)** days for providing care in the event of an illness of a spouse, dependent child, parent or person who has the employee as the primary care giver. An employee may use one (1) of these **five (5)** days for the purpose of providing care to his/her own ill pet, or in the event of the death of his/her own pet.

In addition to sick leave, each eligible employee will be entitled to one (1) discretionary leave day with pay per year, which can be used at the employee's discretion. The employee will give their Manager as much notice as possible about the day to be taken as discretionary leave. **Requests for use of a discretionary day must be submitted twenty-eight (28) calendar days or two (2) pay periods in advance of the day requested. A request does not guarantee an approval.** Unused discretionary leave may be carried over with the permission of the Employer. **Unless otherwise mutually agreed, in writing, between the employee and the Society, no employee shall accumulate more than three (3) days' discretionary leave eligibility.**

21.03 Employees employed on a part-time basis shall be granted sick leave with pay on a pro rata basis.

21.04 A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave.

21.05 Sick leave shall continue to accrue if an employee is absent on any period of a paid leave of absence.

21.06 An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave in accordance with section .02.

21.07 Sick leave will be paid only if an employee has sufficient sick time accumulated to cover the period in question.

21.08 Sick leave shall not accumulate during periods when an employee is:

- (a) absent without leave; or
- (b) absent on leave of absence without pay.

21.09 Every employee shall notify or cause someone on his/her behalf to notify the Society without delay and whenever possible prior to the start of his/her shift if

he/she is unable to report for any reason outlined in 21.01. Proven instances of abuse will result in disciplinary action being taken against the employee.

21.10 An employee on his/her return to work may be required to furnish a medical certificate when requested by the Society. Should a cost be incurred, such cost shall be borne by the Society. Failure to produce a medical certificate acceptable to the Society within five (5) days of the request will result in a loss of pay for a period of absence. Such loss of pay does not preclude the Society from further disciplining an employee for improper absence from work.

21.11 If a paid holiday falls on a day on which an employee is receiving sick leave benefits, such day shall be paid as a holiday and not deducted from the employee's sick leave credits.

21.12 Abuses of Sick Leave

The Society and the Union agree that suspected abuses of sick leave will be investigated and proven instances of abuse will result in disciplinary action being taken against the employee.

21.13 Use of EI Rebate

In consideration of the Society providing a maximum of ninety (90) days' sick leave, the Society shall be entitled to retain the Employee's portion of the EI rebate.

## **ARTICLE 22 - LEAVE OF ABSENCE**

22.01 Pay Provisions

Employees who serve on the Union's Negotiation Committee will continue to receive their regular pay from the Society, and the Union will reimburse the Society for that time, as invoiced by the Society. This provision shall also apply to meetings for Conciliation Services.

22.02 Leave of Absence for Union Functions

Upon request to the Society, the Society will endeavour to allow employees who are elected or appointed to represent the Union at conventions or seminars, a leave of absence with pay and without loss of benefits subject to reimbursement from the Union.

## 22.03

Bereavement Leave

- (a) An employee shall be granted up to five (5) consecutive working days off work without loss of pay in the event of death of a parent, **step-parent**, child, step-child, **step-child of registered common-law spouse**, sibling, **step-brother**, **step-sister**, or spouse (**including registered common-law spouse**).
- (b) An employee shall be granted up to three (3) consecutive working days off work without loss of pay in the event of death of a brother-in law, sister-in-law, mother-in-law, father-in-law, **mother-in-law of a registered common-law spouse**, **father-in-law of a registered common-law spouse**, daughter-in-law, son-in-law, former legal guardian, grandparent, **grandparent of spouse including registered common-law spouse**, fiancé, or any other relative who has been residing in the same household;
- (c) Such days may be taken only during the period which extends from the date of the death, up to and including the day following internment or memorial service. Compassionate leave may be extended by the Executive Director by up to two (2) additional working days as may be necessitated by reason of travel to attend the funeral.
- (d) **In certain circumstances where the funeral is delayed, an employee may request to separate the days of leave to coincide with the date of service.**
- (e) **In case of shift workers working in excess of eight (8) hour shifts, one (1) day constitutes all regular hours worked during a 24-hour period.**
- (f) For the purpose of 22.03, spouse shall be defined as follows:
  - (i) Where an employee establishes that he/she has been residing with a person of the opposite gender and has been publicly representing that person as his/her spouse for a period of not less than six (6) months, that person shall be deemed to be the common-law spouse of that employee.
  - (ii) Where an employee establishes that he/she has been residing with a person of the same gender and has lived with that person in a marriage-like relationship for at least six (6) months and has publicly represented that person as his/her spouse, that person shall be deemed to be the same gender partner of that employee.

## 22.04

Maternity Leave

- (a) A female employee, who has completed seven (7) consecutive months of employment with the Employer, shall be granted maternity leave of absence without pay by the Employer consisting of a continuous period to



a maximum of seventeen (17) weeks. An employee who wishes to take this leave shall submit to the Employer an application in writing, where possible, at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

- (b) During the seventeen (17) week duration of maternity leave an employee shall have the right, if she so chooses, to use accumulated income protection credits for that portion of the maternity leave during which she would have been unable to work due to health related reasons. An employee claiming income protection in such a circumstance must furnish a certificate from a qualified medical practitioner providing proof of, and expected duration of, the health related condition.

22.05

### Parental Leave

#### (a) Entitlements

- (i) Every employee who,
  - (1) in the case of a female employee, becomes the natural mother of a child,
  - (2) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or
  - (3) adopts a child under the law of a province; and
- (ii) has completed seven (7) consecutive months of employment; and
- (iii) who submits to the Employer an application in writing for parental leave, where possible, at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave; is entitled to, and shall be granted parental leave, consisting of a continuous period to a maximum of thirty-seven (37) weeks.

#### (b) Commencement of Leave

Subject to the following paragraph, parental leave must commence no later than the first anniversary of the birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee. The employee shall decide when his/her parental leave is to commence.

Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiry of the maternity leave without a return to work after the maternity leave unless the employee and Employer agree otherwise.

(c) Late Application for Parental Leave

When an application for parental leave under subsection (a) above is not made in accordance with (a)(iii), above, the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this section for that portion of the leave period that remains at the time the application is made. The leave must be completed no later than the first anniversary of the birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.

22.06 An employee wishing to return to work prior to the expiration of maternity and/or parental leave shall notify the Employer in writing at least two (2) weeks in advance of his/her return. On return from maternity and/or parental leave, the employee shall be placed in his or her former or comparable classification and shift schedule at the same salary level.

Should the employee's former position be eliminated during the employee's absence, the Employer shall notify the employee and the employee shall exercise his/her rights as though they had remained in the job, or be placed in a comparable classification at the same salary level. The Employer will endeavour to keep the employee on the same shift schedule as she had prior to the leave.

22.07 Benefit coverage shall be maintained for an employee on leave under this Article provided that the employee pays both the employee's and Employer's costs.

22.08 An employee on leave under this Article shall accrue seniority credits throughout his/her period of leave.

22.09 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority when he/she requests such leave for good and sufficient cause and consistent with Society policy. Such request shall be in writing and may be approved by the Employer.

22.10 Compassionate Care Leave

An employee shall receive compassionate care leave without pay of up to eight (8) weeks subject to the following conditions:

- (a) An employee must have completed thirty (30) days employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) An employee must apply in writing one week prior to taking the leave or a shorter period if circumstances warrant.
- (c) An employee may take no more than two periods of leave totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) This leave is intended to enable an employee to provide care or support to a seriously ill family member.
- (e) For an employee to be eligible for leave, a physician must issue a certificate stating that:
  - (i) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
    - 1. the day the certificate is issued, or
    - 2. if the leave was begun before the certificate was issued, the day the leave began; and
  - (ii) the family member requires the care or support of one or more family members.
- (f) A family member for the purpose of this Article shall be defined as spouse, common-law partner, same-sex partner, child, step child, parent, parent's spouse or common-law partner, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild and any other person described as "family member" in the Regulations pursuant to the Employment Standards Code of Manitoba.
- (g) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer forty-eight (48) hours' notice.
- (h) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began.
- (i) Seniority shall accrue during any period of leave under this Article.
- (j) An employee may use sick leave credits to cover the two (2) week waiting period before Employment Insurance Benefits commence.

- (k) Notwithstanding the notice outlined in (g), if the death of a family member occurs during this period of leave, the employee shall revert to Bereavement Leave as outlined in Article 22.03 of the Collective Agreement.

**22.11 Pallbearer Leave**

**A worker who has completed six (6) months of service shall be granted one half day leave without loss of salary or wages to attend a funeral as a pallbearer. Where circumstances warrant, such leave may be extended at the discretion of the Department Head or designate.**

**ARTICLE 23 - STRIKES AND LOCKOUTS**

- 23.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union and its members agree that, during the life of this Agreement, there will be no strike, interruption, slowdown or stoppage of work which will halt, disrupt, limit or interfere with normal service or work.
- 23.02 The Society agrees that there will be no lockout of employees during the life of this Agreement.

**ARTICLE 24 - TRAVEL AND TRANSPORTATION**

- 24.01 All employees who travel on Society business must, as a condition of employment, have a valid driver's license. The loss of such license may be proper grounds for dismissing such employee.

**ARTICLE 25 - NO DISCRIMINATION**

- 25.01 It is agreed there will be no discrimination against any employee by the Society or Union because of race, creed, colour, political beliefs, age, sex, sexual orientation, nationality, ancestry, place of origin because of membership or non membership in the Union except as allowed under the Manitoba Human Rights Code.

**ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION**

**26.01 Job Description**

The Society agrees to prepare a new job description whenever a new bargaining unit position is created and present it to the Union for review and discussion.

26.02      Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union.

**ARTICLE 27 - EMPLOYEE BENEFITS PLAN**

**Refer to Letter of Understanding regarding this Article.**

**ARTICLE 28 - HEALTH AND SAFETY**

28.01      The Society shall make all reasonable provision for the safety and health of employees during working hours.

28.02      The following represents the terms of reference for the Workplace Health and Safety Committee:

(a)      Structure

- (i)      The Committee shall consist of four (4) persons with half of the representatives being appointed by the Union.
- (ii)     Committee shall have two (2) co-chairpersons, one (1) chosen by and from the management representatives and one (1) chosen by and from the employee representatives. The co-chairpersons shall alternate the function of chairing the meetings and may participate fully in the deliberations and discussions of the Committee.

(b)      Objectives

- (i)      Acting as an advisory body which investigates and makes recommendations on health and safety concerns in the workplace.
- (ii)     Developing practical procedures and conditions to help achieve health and safety in the workplace.
- (iii)    Promoting education and training programs to develop detailed knowledge of health and safety concerns and responsibilities in the workplace.

- 28.03 The Safety Committee shall hold meetings as requested by the Union or by the Employer and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.
- 28.04 Minutes of all Safety Committee meetings shall be kept. Copies of such minutes shall be sent to the Union office and posted on the bulletin board.
- 28.05 Time spent by employees in performance of their duties during regular hours of work as members of the Joint Safety Committee shall be considered as time worked, and payment shall be on the basis of straight time.

#### **ARTICLE 29 - LABOUR MANAGEMENT COMMITTEE**

- 29.01 The Society and the Union agree to establish and maintain a Labour-Management Committee consisting of equal representation from Society Management and Union.
- 29.02 The Committee shall meet at the request of either party but not less than once every three (3) months unless otherwise agreed.
- 29.03 The Committee shall discuss matters of mutual concern and make recommendations in relation to these concerns.
- 29.04 The Committee shall not have jurisdiction over wages or any other matters of collective bargaining including the administration of this Agreement. The Committee shall not have the power to bind either the Union or its members of the Society to any decision or conclusions reached in their discussions.

#### **ARTICLE 30 - GENERAL**

- 30.01 Accommodation  
Accommodation shall be provided for employees to have their meals and store and change their clothes.
- 30.02 Bulletin Boards  
The Employer shall provide a bulletin board which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- 30.03 Payment of Animal Health Technologist Certification Fees

The Employer reimburse the cost to maintain the certification of the Animal Health Technologist. Should the employee resign from their employment during the period of reimbursement, the employee will repay the certification fee on a pro-rated basis.

- 30.04 The Employer proposes to provide a locker for each full-time and each part-time employee of the Winnipeg Humane Society for his or her personal use. The Employer also agrees to provide day lockers for use of casual employees.

### **ARTICLE 31 - RESPECTFUL WORKPLACE/NO HARASSMENT/NO DISCRIMINATION**

- 31.01 The Employer and the Union jointly affirm that every employee in the work force shall be entitled to a respectful workplace. The environment must be free of discrimination and harassment.

The principle of fair treatment is a fundamental one and both the Employer and the Union do not and will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well-being and/or undermine work relationships and productivity.

- 31.02 Harassment is a form of discrimination and includes personal harassment. Harassment means any improper behaviour by a person that is directed at and/or is offensive to any employee and which that person knew or ought reasonably to have known would be inappropriate or unwelcome. It comprises objectionable conduct, comment or display made on either a one-time or continuous basis that demeans, belittles or causes personal humiliation or embarrassment to an employee.

- 31.03 The definition of discrimination and harassment contained within the Manitoba Human Rights Code shall apply.

- 31.04 The procedures for dealing with harassment are contained in a Letter of Understanding between the two parties.

### **ARTICLE 32 - DURATION OF AGREEMENT**

- 32.01 This Agreement shall come into effect on January 1, **2016** and shall remain in effect until **March 31, 2020**. The Agreement shall remain in effect from year to year thereafter unless notice of termination of the agreement or notice to negotiate a revision is given by either party not more than ninety (90) days and not less than thirty (30) days prior to the anniversary date hereof.

- 32.02 Where notice has been given as provided in this Article, the parties shall continue to be bound by the terms and conditions of this Agreement after the expiry date specified herein until either party gives to the other fourteen (14) days' prior written notice that negotiations have terminated.
- 32.03 Where no notice of termination has been given and where a party to this Agreement has given notice of request to negotiate a revision under section .01 of this Article, the parties shall, within twenty (20) working days following the receipt by either party of the specific proposals for revision to the Agreement, commence collective bargaining.
- 32.04 Unless specifically identified otherwise, all provisions of this Agreement shall become effective on the start of the pay period following the date of signing.
- 32.05 Changes in Agreement
- Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

### **ARTICLE 33 - UNIFORMS**

33.01 Uniforms

- (a) All full-time Adoption, Animal Receiving, Animal Protection staff, all Drivers and Animal Care Attendants shall receive three (3) new uniforms initially, and shall receive, if needed, three additional new uniforms provided by the Society over a two (2) year period.
- (b) Part-time Adoption, Animal Receiving, Animal Protection staff, and all Drivers, Animal Care Attendants regularly scheduled to work three (3) days or more a week shall receive two (2) new uniforms initially provided by the Society and shall receive, if needed, one (1) new uniform every year.

Part-time Adoption, Animal Receiving, Animal Protection staff, and all Drivers, Animal Care Attendants regularly scheduled to work less than three (3) days a week shall receive one (1) new uniform initially provided by the Society and shall receive, if needed, one new uniform every two (2) years.

For the purposes of (a) and (b) above "new" shall mean either brand new or in excellent condition, though previously used.

- (c) Employees shall be required to wear their uniforms at all times while working. Employees shall be responsible for the maintenance and



laundering of the uniforms, other than when an employee first receives a uniform, and shall upon termination, return same to the Society.

- (d) The Society will continue to provide Clinic employees with scrubs, to be worn while working in the Clinic. The Society shall be responsible for maintenance and laundering for normal wear and tear of the scrubs, which remain on the Society's premises.
- (e) Maintenance Staff – the Union and the Employer will discuss a uniform for this classification.

#### Footwear

- (f) All full-time and part-time Animal Care Attendants shall receive one (1) new pair of boots initially. Full-time Animal Care Attendants shall receive, when needed, one (1) new pair of boots each year thereafter. Part-time Animal Care Attendants who are regularly scheduled to work three (3) days per week or more shall receive, when needed, one (1) new pair of boots per one and a half (1.5) year period thereafter. Part-time Animal Care Attendants who are regularly scheduled to work less than three (3) days per week shall receive, when needed, one (1) new pair of boots every two (2) year period.

All full-time drivers shall receive an annual footwear allowance of **one hundred and twenty** dollars (\$120).

#### Hearing Protection

- (g) Each new Animal Care Attendant will be issued a set of hearing protectors ( earmuffs) by the Shelter Manager. It is the employee's responsibility to maintain possession of these earmuffs at all times. If the employee misplaces the earmuffs they must pay one-half (½) the cost towards a replacement pair, at the Society's cost price.

#### Replacements

- (h) Employees shall be required to pay the cost, at the Society's cost price, of a new uniform or boots if they are prematurely damaged. Similarly, employees desiring more uniforms or boots will be required to pay for them, at the Society's cost price. Employees are only permitted to wear Society-issued uniforms.
- (i) If it is determined that the uniform, boots or hearing protection are damaged in the line of work the replacement cost will be covered by the Society.

- (j) **The Society agrees to form a Uniform Committee to review uniform needs and allowances yearly.**

**ARTICLE 34 - ASSIGNMENT TO A HIGHER PAID POSITION**

- 34.01 In the event of an employee being assigned substantially all of the duties and responsibilities of a higher rated position, that employee shall be placed at the next highest rate of pay in the assigned position which will result in that employee receiving an increase in pay, for the duration of that assignment.

**ARTICLE 35 - SHIFT PREMIUMS**


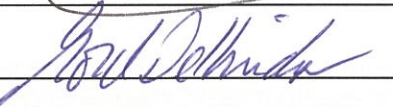
For any time worked **weekdays** between 9:00 p.m. and 6:00 a.m., the Employer will pay a shift premium of **one dollar (\$1.00)** per hour.

**ARTICLE 36 – JOB DESCRIPTIONS**

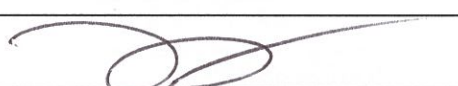
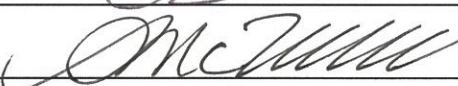
- 36.01 **The Employer agrees to update the job descriptions for all positions during the course of this Collective Agreement. The Employer agrees to set up a Job Evaluation Process to consider requests for reclassifications as they arise.**

DATED IN WINNIPEG THIS 12 DAY OF October, 2016.

**FOR CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 500**

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

**FOR THE WINNIPEG HUMANE  
SOCIETY FOR THE PREVENTION OF  
CRUELTY TO ANIMALS**

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

**SCHEDULE "A" - WAGES**

Effective January 1, 2016 - 1.50%  
Effective April 1, 2017 - 1.75%  
Effective April 1, 2018 - 2.00%  
Effective April 1, 2019 - 2.00%

**THE WINNIPEG HUMANE SOCIETY**

Union Wage Scale (positions grouped into Units)  
Union Agreement (Jan 1, 2016 - Mar 31, 2020)

## Units/Positions/Yearly Increment Rates

Unit 1	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Adoption Counsellor (Adop)								
Animal Advisor (An. Rec.)	\$ 11.25	\$ 11.44	\$ 11.64	\$ 12.11	\$ 12.58	\$ 13.10	\$ 13.61	\$ 14.16
Animal Care Attendant (Shelter)								
Clinic Assistant Receptionist 1 (Clinic)		\$ 11.53	\$ 11.82					
Clinic Assistant Surgery 1 (Clinic)								
Client Service Representative (CSR) (Adop)	\$ 11.42	\$ 11.70	\$ 12.00	\$ 12.29	\$ 12.77	\$ 13.30	\$ 13.82	\$ 14.37
Education Clerk (Educ)	\$ 11.62	\$ 11.91	\$ 12.21	\$ 12.51	\$ 13.00	\$ 13.53	\$ 14.06	\$ 14.62
Office Clerk	\$ 11.85	\$ 12.15	\$ 12.45	\$ 12.76	\$ 13.26	\$ 13.80	\$ 14.34	\$ 14.92
Telephone Receptionist (An. Rec.)	\$ 12.09	\$ 12.39	\$ 12.70	\$ 13.01	\$ 13.52	\$ 14.08	\$ 14.63	\$ 15.21
Maintenance Assistant (Shelter)								
Gift Shop Retail Assistant								

## Unit 2

[illegible]

## Unit 3

	January 1, 2016 - 1.50%	April 1, 2017 - 1.75%	April 1, 2018 - 2.00%	April 1, 2019 - 2.00%	Emergency Responder (IER)	Maintenance (Shelter)
Supervisor, Adoption (Adop)						
Supervisor, Animal Receiving (An. Rec.)						
Supervisor, Animal Care (Shelter)						
Supervisor, Animal Foster (An. Rec.)						
Supervisor, Gift Shop (Retail)						
Emergency Responder (IER)						
Maintenance (Shelter)						

## Units/Positions/Yearly Increment Rates

	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
<u>Unit 4</u>								
Volunteer Services Administrator (Vol.)								
January 1, 2015 hourly rates	\$ 12.67	\$ 13.18	\$ 13.71	\$ 14.25	\$ 14.83	\$ 15.42	\$ 16.04	\$ 16.68
January 1, 2016 - 1.50%	\$ 12.86	\$ 13.38	\$ 13.91	\$ 14.46	\$ 15.05	\$ 15.65	\$ 16.28	\$ 16.93
April 1, 2017 - 1.75%	\$ 13.08	\$ 13.61	\$ 14.15	\$ 14.72	\$ 15.31	\$ 15.93	\$ 16.56	\$ 17.22
April 1, 2018 - 2.00%	\$ 13.34	\$ 13.88	\$ 14.44	\$ 15.01	\$ 15.62	\$ 16.25	\$ 16.90	\$ 17.57
April 1, 2019 - 2.00%	\$ 13.61	\$ 14.16	\$ 14.73	\$ 15.31	\$ 15.93	\$ 16.57	\$ 17.23	\$ 17.92
<u>Unit 5</u>								
Humane Educator (Educ.)								
January 1, 2015 hourly rates	\$ 12.82	\$ 13.32	\$ 13.86	\$ 14.40	\$ 14.99	\$ 15.58	\$ 16.21	\$ 16.86
January 1, 2016 - 1.50%	\$ 13.01	\$ 13.52	\$ 14.07	\$ 14.62	\$ 15.21	\$ 15.82	\$ 16.45	\$ 17.11
April 1, 2017 - 1.75%	\$ 13.24	\$ 13.76	\$ 14.31	\$ 14.87	\$ 15.48	\$ 16.09	\$ 16.74	\$ 17.41
April 1, 2018 - 2.00%	\$ 13.50	\$ 14.03	\$ 14.60	\$ 15.17	\$ 15.79	\$ 16.42	\$ 17.08	\$ 17.76
April 1, 2019 - 2.00%	\$ 13.77	\$ 14.31	\$ 14.89	\$ 15.48	\$ 16.10	\$ 16.75	\$ 17.42	\$ 18.11
<u>Unit 6</u>								
Animal Protection Officer (IER)								
January 1, 2015 hourly rates	\$ 13.10	\$ 13.62	\$ 14.17	\$ 14.74	\$ 15.32	\$ 15.94	\$ 16.57	\$ 17.24
January 1, 2016 - 1.50%	\$ 13.30	\$ 13.83	\$ 14.38	\$ 14.96	\$ 15.55	\$ 16.18	\$ 16.82	\$ 17.50
April 1, 2017 - 1.75%	\$ 13.53	\$ 14.07	\$ 14.63	\$ 15.22	\$ 15.82	\$ 16.46	\$ 17.12	\$ 17.81
April 1, 2018 - 2.00%	\$ 13.80	\$ 14.35	\$ 14.93	\$ 15.52	\$ 16.14	\$ 16.79	\$ 17.46	\$ 18.16
April 1, 2019 - 2.00%	\$ 14.08	\$ 14.64	\$ 15.23	\$ 15.83	\$ 16.46	\$ 17.12	\$ 17.81	\$ 18.52
<u>Unit 7</u>								
Development Assistant (Dev)								
January 1, 2015 hourly rates	\$ 13.99	\$ 14.54	\$ 15.13	\$ 15.73	\$ 16.36	\$ 17.02	\$ 17.70	\$ 18.40
January 1, 2016 - 1.50%	\$ 14.20	\$ 14.76	\$ 15.36	\$ 15.96	\$ 16.61	\$ 17.27	\$ 17.96	\$ 18.68
April 1, 2017 - 1.75%	\$ 14.45	\$ 15.02	\$ 15.63	\$ 16.24	\$ 16.90	\$ 17.58	\$ 18.27	\$ 19.01
April 1, 2018 - 2.00%	\$ 14.74	\$ 15.32	\$ 15.94	\$ 16.57	\$ 17.24	\$ 17.93	\$ 18.64	\$ 19.39
April 1, 2019 - 2.00%	\$ 15.03	\$ 15.63	\$ 16.26	\$ 16.90	\$ 17.58	\$ 18.29	\$ 19.01	\$ 19.77
<u>Unit 8</u>								
Senior Animal Protection Officer (IER)								
January 1, 2015 hourly rates	\$ 15.36	\$ 15.98	\$ 16.60	\$ 17.28	\$ 17.97	\$ 18.69	\$ 19.43	\$ 20.21
January 1, 2016 - 1.50%	\$ 15.59	\$ 16.22	\$ 16.85	\$ 17.54	\$ 18.24	\$ 18.97	\$ 19.72	\$ 20.51
April 1, 2017 - 1.75%	\$ 15.87	\$ 16.50	\$ 17.15	\$ 17.85	\$ 18.56	\$ 19.30	\$ 20.07	\$ 20.87
April 1, 2018 - 2.00%	\$ 16.18	\$ 16.83	\$ 17.49	\$ 18.20	\$ 18.93	\$ 19.68	\$ 20.47	\$ 21.29
April 1, 2019 - 2.00%	\$ 16.51	\$ 17.17	\$ 17.84	\$ 18.57	\$ 19.31	\$ 20.08	\$ 20.88	\$ 21.72

**Units/Positions/Yearly Increment Rates**

	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
<u>Unit 9.</u>								
Animal Health Technologist (Clinic)								
January 1, 2015 hourly rates	\$ 16.64	\$ 17.31	\$ 18.01	\$ 18.73	\$ 19.47	\$ 20.26	\$ 21.07	\$ 21.91
January 1, 2016 - 1.50%	\$ 16.89	\$ 17.57	\$ 18.28	\$ 19.01	\$ 19.76	\$ 20.56	\$ 21.38	\$ 22.24
April 1, 2017 - 1.75%	\$ 17.19	\$ 17.88	\$ 18.60	\$ 19.34	\$ 20.11	\$ 20.92	\$ 21.76	\$ 22.62
April 1, 2018 - 2.00%	\$ 17.53	\$ 18.24	\$ 18.97	\$ 19.73	\$ 20.51	\$ 21.34	\$ 22.19	\$ 23.08
April 1, 2019 - 2.00%	\$ 17.88	\$ 18.60	\$ 19.35	\$ 20.12	\$ 20.92	\$ 21.77	\$ 22.64	\$ 23.54
<u>Unit 10.</u>								
Donor Relations Co-ordinator (Dev)								
Event Co-ordinator (Dev)								
January 1, 2015 hourly rates	\$ 17.12	\$ 17.80	\$ 18.51	\$ 19.25	\$ 20.03	\$ 20.82	\$ 21.65	\$ 22.52
January 1, 2016 - 1.50%	\$ 17.38	\$ 18.06	\$ 18.79	\$ 19.54	\$ 20.33	\$ 21.13	\$ 21.98	\$ 22.86
April 1, 2017 - 1.75%	\$ 17.68	\$ 18.38	\$ 19.12	\$ 19.88	\$ 20.68	\$ 21.50	\$ 22.36	\$ 23.26
April 1, 2018 - 2.00%	\$ 18.03	\$ 18.75	\$ 19.50	\$ 20.28	\$ 21.10	\$ 21.93	\$ 22.81	\$ 23.73
April 1, 2019 - 2.00%	\$ 18.39	\$ 19.12	\$ 19.89	\$ 20.68	\$ 21.52	\$ 22.37	\$ 23.27	\$ 24.20
<u>Unit 12.</u>								
Animal Health Technologist Supvr. (Clinic)								
January 1, 2015 hourly rates	\$ 17.75	\$ 18.46	\$ 19.20	\$ 19.97	\$ 20.77	\$ 21.59	\$ 22.46	\$ 23.36
January 1, 2016 - 1.50%	\$ 18.01	\$ 18.74	\$ 19.49	\$ 20.27	\$ 21.08	\$ 21.92	\$ 22.80	\$ 23.71
April 1, 2017 - 1.75%	\$ 18.33	\$ 19.07	\$ 19.83	\$ 20.62	\$ 21.45	\$ 22.30	\$ 23.20	\$ 24.13
April 1, 2018 - 2.00%	\$ 18.69	\$ 19.45	\$ 20.23	\$ 21.03	\$ 21.87	\$ 22.75	\$ 23.66	\$ 24.61
April 1, 2019 - 2.00%	\$ 19.07	\$ 19.84	\$ 20.63	\$ 21.46	\$ 22.31	\$ 23.20	\$ 24.14	\$ 25.10
<u>Unit 13.</u>								
Development Officer (Dev)								
January 1, 2015 hourly rates	\$ 17.77	\$ 18.48	\$ 19.22	\$ 20.00	\$ 20.79	\$ 21.62	\$ 22.48	\$ 23.39
January 1, 2016 - 1.50%	\$ 18.03	\$ 18.76	\$ 19.51	\$ 20.30	\$ 21.10	\$ 21.95	\$ 22.82	\$ 23.74
April 1, 2017 - 1.75%	\$ 18.35	\$ 19.09	\$ 19.85	\$ 20.65	\$ 21.47	\$ 22.33	\$ 23.22	\$ 24.16
April 1, 2018 - 2.00%	\$ 18.71	\$ 19.47	\$ 20.25	\$ 21.07	\$ 21.90	\$ 22.78	\$ 23.68	\$ 24.64
April 1, 2019 - 2.00%	\$ 19.09	\$ 19.86	\$ 20.65	\$ 21.49	\$ 22.33	\$ 23.23	\$ 24.16	\$ 25.13
<u>Unit 14.</u>								
Data Base Supervisor (Dev)								
Communications Co-ord (PR&Comm)								
January 1, 2015 hourly rates	\$ 18.31	\$ 19.05	\$ 19.81	\$ 20.59	\$ 21.42	\$ 22.28	\$ 23.18	\$ 24.10
January 1, 2016 - 1.50%	\$ 18.59	\$ 19.33	\$ 20.10	\$ 20.90	\$ 21.74	\$ 22.61	\$ 23.53	\$ 24.46
April 1, 2017 - 1.75%	\$ 18.91	\$ 19.67	\$ 20.45	\$ 21.27	\$ 22.12	\$ 23.01	\$ 23.94	\$ 24.89
April 1, 2018 - 2.00%	\$ 19.29	\$ 20.07	\$ 20.86	\$ 21.69	\$ 22.57	\$ 23.47	\$ 24.42	\$ 25.39
April 1, 2019 - 2.00%	\$ 19.68	\$ 20.47	\$ 21.28	\$ 22.13	\$ 23.02	\$ 23.94	\$ 24.91	\$ 25.89

Notes:

**APPENDIX “A”**

**List and Order of Arbitrators**

- A. Blair Graham, Q.C.

Arne Peltz

Michael D. Werier

Gavin M. Wood

# LETTER OF UNDERSTANDING

## BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

## AND

THE WINNIPEG HUMANE SOCIETY FOR  
THE PREVENTION OF CRUELTY TO ANIMALS

### RE: INTEGRATION OF MANITOBA PUBLIC INSURANCE P.I.P.P. BENEFITS WITH SICK LEAVE BENEFITS

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The Winnipeg Humane Society for the Prevention of Cruelty to Animals and the Canadian Union of Public Employees, Local 500, agree that as a result of the introduction of the Personal Injury Protection Plan (hereinafter referred to as P.I.P.P.) by the Manitoba Public Insurance, any employee covered by this Agreement, who is in receipt of benefits under the P.I.P.P. program and who chooses to concurrently claim sick leave benefits under the provisions of Article 21 - Sick Pay, must integrate and coordinate those benefits to ensure that the total benefits provided under both programs do not exceed one hundred percent (100%) of net take-home pay. This integration and coordination of benefits shall occur in the following manner:

1. The total value of income top-up provided under Article 21 shall be charged against the employee's accumulated sick leave. Should the employee not have sick credits to their standing at the time application for the integration and coordination of benefits, they shall be entitled to utilize other available credits to provide top-up. An employee who has exhausted all over time, compensation or vacation credits, shall be entitled to only those benefits provided under P.I.P.P.
2. For the integration and coordination of benefits to occur, an employee must be injured in an automobile accident and, as a result of their injury, be unable to perform the duties of their normal classification and are therefore eligible to receive sick pay benefits.
3. Employees will be required to release all necessary information regarding the benefits received under the P.I.P.P. program, prior to the coordination of benefits to ensure that benefits are calculated and provided in accordance with the above. Employees who fail to provide the information necessary to coordinate these benefits shall not be entitled to receive any sick pay top-up.

Should an employee collect benefits under the P.I.P.P. program and simultaneously claim for and receive full sick pay benefits, where the value of P.I.P.P. benefits and sick leave benefits exceed one hundred percent (100%) of net take-home pay, the Society will be entitled to recover the full value of all sick pay benefits that, when coordinated with the P.I.P.P. benefits, exceeded one hundred percent (100%) of net take-home pay. The Union shall be consulted prior to the commencement of the recovery of excessive benefits.

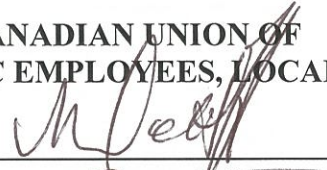
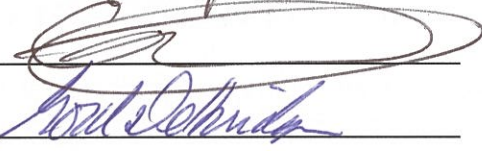
4. Employees who choose to integrate P.I.P.P. benefits with paid sick leave shall be entitled to receive all other benefits set out under this Agreement, during the period that one hundred percent

(100%) of net take-home pay is provided under this Agreement, for a maximum period of six (6) months or until approved for disability benefits through the Employee Benefits Plan(s).

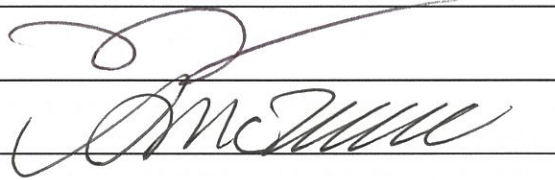
5. Employees receiving such benefits shall be advised by the Society, within thirty (30) days of having their P.I.P.P. and sick pay benefits integrated and coordinated, that they may apply and may be eligible for disability benefits through the Employee Benefits Plan(s).

DATED THIS 12 DAY OF October, 2016.

**FOR CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 500**

**FOR THE WINNIPEG HUMANE  
SOCIETY FOR THE PREVENTION OF  
CRUELTY TO ANIMALS**



GB/dt/cbc/cope491  
1-Sep-16



# LETTER OF UNDERSTANDING

## BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500**

## AND

**THE WINNIPEG HUMANE SOCIETY FOR THE  
PREVENTION OF CRUELTY TO ANIMALS**

### **RE: NO HARASSMENT/RESPECT IN THE WORKPLACE**

---

This document shall replace the existing Letter of Understanding in the current Collective Agreement between **The Winnipeg Humane Society for the Prevention of Cruelty to Animals** and the Canadian Union of Public Employees, Local 500.

The Winnipeg Humane Society **for the Prevention of Cruelty to Animals** and the Canadian Union of Public Employees, Local 500 jointly affirm that every employee in the work force shall be entitled to a respectful workplace. The environment must be free of discrimination and harassment.

The principle of fair treatment is a fundamental one and both the Employer and the Union do not and will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well-being and/or undermine work relationships and productivity.

Some examples of harassment are:

- verbal abuse or threats;
- unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, sexuality, etc.;
- displaying of pornographic, racist or other offensive or derogatory pictures, cartoons or printed matter;
- practical jokes which cause awkwardness or embarrassment;
- unwelcome invitations or requests, whether indirect, explicit or intimidating;
- leering or other offensive gestures;
- unnecessary physical contact such as touching, patting, pinching or punching;
- physical assault, and;
- bullying.

### WHAT TO DO IF FACED WITH DISRESPECTABLE BEHAVIOUR:

#### 1. Immediate Resolution

If an employee believes that he/she has been harassed, an employee should:

- attempt to resolve the situation by asking the alleged harasser(s) to stop the offending behaviour;
- document the event(s) complete with the time, date, location, names of witnesses and details for each event.

## 2. Informal Process

If the harassment does not stop at this point, or if the harassed employee does not feel able to approach the alleged harasser directly, that employee should report the harassment, verbally or in writing, to the appropriate manager, Human Resources or union representative.

The complaint shall be forwarded to the Chief Executive Officer or designate and shall attempt to resolve it as may be deemed appropriate in the particular circumstances of the complaint. Some of the options for resolutions may include but not limited are: one on one discussion with the individual(s) of concern, management involvement in setting and confirming expectations, clarification of obligations related to a respectful workplace and introducing guidelines and expectations that would ensure the discontinuance of behaviours. Other conflict resolution actions may also be considered such as conciliation or mediation.

*Complaints of harassment by the Chief Executive Officer will be forwarded to the Chair of the Board of Directors.*

## 1. Formal Complaint

If the staff members are unable to resolve matters through immediate resolution or an informal process a formal complaint pursuant to Article 31 may be filed.

Formal complaints must be made in writing and are to be completed by summing written particulars which contain information identifying the individual(s) involved, a clear description of the incident(s) of concern including dates, times, places and the names of any witnesses, if any.

The written complaint is to be forwarded to the Chief Executive Officer who will determine, based on the content of the complaint, whether the concerns falls within the parameters of the Respectful Workplace (Article 31). If a formal investigation is determined appropriate the Chief Executive Officer will assign an investigator. The harassed employee (the Complainant) will be advised of this determination.

The alleged harasser (the Respondent) will be provided a copy of the written complaint and will asked to provide a written response by a set date.

During the course of the investigation the CEO or designate will determine whether or not it is appropriate to temporarily change one or more individual's reporting relationship or work assignment until the investigation is completed.

The investigator will discuss the complaint separately with both parties and may consult with others who are in a position to provide relevant information. The investigator holds absolute discretion as to who is met with during the course of the investigation. The purpose of the meetings is fact finding and is not considered disciplinary meetings. The parties should be advised that this process does not preclude exercising their rights under the collective agreement and/or the Manitoba Human Rights Code.

The complainant, the respondent and witnesses may have union representation (if unionized) during meetings with the investigator.

Based on the investigation a determination is made by the investigator as to whether there has been a breach of the Respectful Workplace Article (31).

A written report will be prepared by the investigator and provided to the Chief Executive Officer. The report may include the following:

- Summary of the complaint
- Respondents statement
- Witness information and statements
- Findings of fact
- Conclusion and recommendations

The report will be reviewed by the CEO to make a determination as to the disposition of the complaint. The CEO considerations will include but are not limited to the following:

- Dismiss the complaint if there has been no respectful workplace violation
- Impose disciplinary action appropriate to the circumstances of the respectful workplace violation
- Implement procedures or guidelines designed to prevent the recurrence of harassment in future.

#### Related Matters

At any time during the investigation process nothing prevents parties from requesting that the matter be referred to the Informal Process for resolution. The investigation will be placed on hold pending the outcome. If the process is not successful the investigation will resume.

If the investigation determines that the complaint was deliberately made for frivolous or vindictive reasons, the employee making the false allegation is subject to discipline. This does not apply to complaints made in good faith but which are not proven.

The Employer will not disclose the name of a complainant or an alleged harasser or the circumstances related to the complaint to any person except where disclosure is:

- a. Necessary to investigate the complaint or take corrective action with respect to the complaint, or
- b. Required by law.

All parties involved in the process will be advised to maintain confidentiality. Any breach of confidentiality is subject to appropriate disciplinary action.


The Union will be advised of the outcome of the investigation

Dated in Winnipeg this 12 day of October, 2016.

**FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 500**



**FOR THE WINNIPEG HUMANE  
SOCIETY FOR THE PREVENTION OF  
CRUELTY TO ANIMALS**



GB/dt/cbc/cope491

1-Sep-16

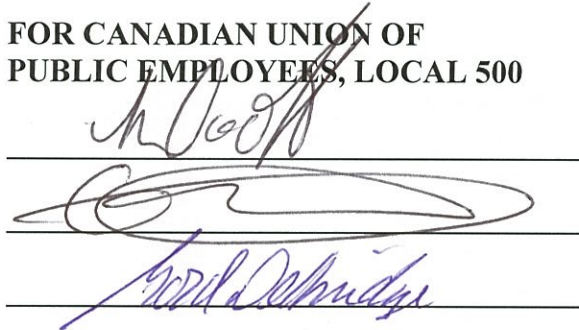
**LETTER OF UNDERSTANDING****BETWEEN****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500****AND****THE WINNIPEG HUMANE SOCIETY FOR THE  
PREVENTION OF CRUELTY TO ANIMALS****RE: ON CALL**

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During the life of this Collective Agreement, should The Winnipeg Humane Society **for the Prevention of Cruelty to Animals** require Emergency Responders and Animal Protection Officers to be scheduled "on-call", the parties agree to meet to establish the terms and conditions for such a requirement.

DATED THIS 12 DAY OF October, 2016.

**FOR CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 500**

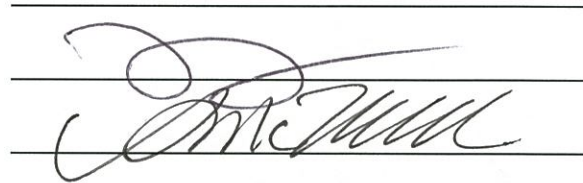


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**FOR THE WINNIPEG HUMANE  
SOCIETY FOR THE PREVENTION OF  
CRUELTY TO ANIMALS**



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1-Sep-16

**LETTER OF UNDERSTANDING****BETWEEN****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500****AND****THE WINNIPEG HUMANE SOCIETY FOR THE  
PREVENTION OF CRUELTY TO ANIMALS**

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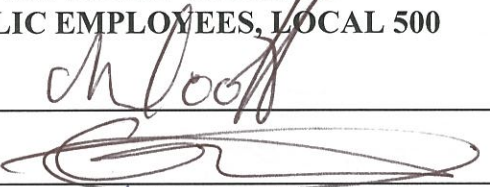
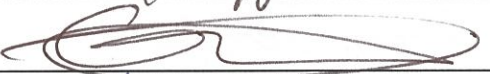
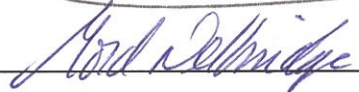
**RE: SHOP STEWARDS**

The Union agrees to provide to the employer a list of all active shop stewards. It is further agreed that throughout the life of the Agreement, the Union will attempt to recruit and train further shop stewards to represent departments not presently represented.

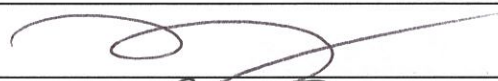


The list will be updated annually.

DATED THIS 12 DAY OF October, 2016.

**FOR CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 500**

**FOR THE WINNIPEG HUMANE  
SOCIETY FOR THE PREVENTION OF  
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**LETTER OF UNDERSTANDING****BETWEEN****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500****AND****THE WINNIPEG HUMANE SOCIETY FOR THE  
PREVENTION OF CRUELTY TO ANIMALS****RE: TRAINING RESPONSIBILITIES**

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The Employer will endeavor to give workload relief to employees assigned training responsibilities over and above their usual tasks, such that the total workload of training and non-training employees will be relatively equal.

DATED THIS 12 DAY OF October, 2016.

**FOR CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 500**

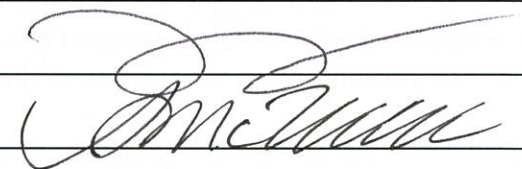


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**FOR THE WINNIPEG HUMANE  
SOCIETY FOR THE PREVENTION OF  
CRUELTY TO ANIMALS**



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1-Sep-16



## LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

AND

THE WINNIPEG HUMANE SOCIETY FOR THE  
PREVENTION OF CRUELTY TO ANIMALS

RE: ARTICLE 27 – EMPLOYEE BENEFITS PLAN

During collective bargaining negotiations, The Winnipeg Humane Society for the Prevention of Cruelty to Animals (The Society) proposed to the Canadian Union of Public Employees Local 500 Bargaining Committee (The Union) changes to Article 27.

The changes read as follows:

1. Modify the Group Benefits paid portion by employees from 51.47% to 60%.
2. Create a Health Care Spending Account of \$100 annually for eligible employees participating in the Group, Health and Dental Benefits Plan.
3. All employees eligible for the Benefits Plan will have access to a matching RRSP plan with a matching contribution of up to 1% of their annual earnings.

As a result of a misunderstanding in the bargaining process between The Society and The Union, The Society believed that The Union rejected the proposed changes to Article 27 and The Union believed that they had agreed to the proposed changes.

The Union and The Society jointly agree that The Society's acceptance of the above-stated Union's requests represent additional cost to The Society as the wage increases were agreed to on the basis of no changes to Article 27.

As a sign of good faith and a willingness to maintain positive labour relations, The Society has agreed to allow the proposed changes on the condition that the above stated changes to Article 27 terms will not be open for bargaining and will be maintained "as is" in the next Collective Agreement Bargaining in 2019.

DATED THIS 12 DAY OF October, 2016.

FOR CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 500



FOR THE WINNIPEG HUMANE  
SOCIETY FOR THE PREVENTION OF  
CRUELTY TO ANIMALS

