

## **Memorandum of Settlement**

between  
the Ontario Public Service Employees Union  
and  
the Ontario Dairy Herd Improvement Corporation

In the renewal of the collective agreement (expiry date September 30, 2005) the parties agree to recommend the following for ratification. Ratification is to occur within three (3) weeks of the signing of this memorandum.

### **ARTICLE 14 – PREGNANCY AND PARENTAL LEAVE**

Change all references of Employment Standards Act to Employment Standards Act 2000.

Delete references to Appendix A and Appendix B.

#### Parental Leave

14.02 Parents as defined herein are entitled to up to thirty-seven (37) weeks' leave of absence without pay, and with accumulation of service and seniority. Parental leave shall end thirty-five (35) weeks after it begins for an employee who takes pregnancy leave and thirty-seven (37) weeks after it begins for an employee who did not take pregnancy leave.

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### **ARTICLE 19 – SICK LEAVE**

19.02 c) In January of each year, an employee shall be entitled to one (1.0) hour bonus pay at straight time for each unused day in Article 19.01 a) for the previous calendar year.

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### **ARTICLE 21 – HOURS OF WORK**

21.02 Replace second sentence in first paragraph with:

Employees required to work beyond seventy-two and a half (72.5) hours in a bi-weekly period shall be considered on overtime status. It is understood and agreed that hours paid for vacation, sick leave, bereavement leave, statutory holidays, banked time used, and other paid leaves, will be included in the total hours for the calculation of overtime.

### 21.03 Customer Service Representatives

B) At the start of the first six week pay period following ratification, the calculation of all hours of work for the Customer Service Representative shall be as follows:

i) For tests where the customer Service Representative is present during milking time (Verified or Staff Assisted Tests) a minimum of one (1) hour milking time shall be credited for each observed milking:

a) Tests with One (1) Milking

Ninety-five (95) minutes (1.58 hrs) shall be recorded and shall be deemed to include all duties related to the completion of the test, including all necessary administration time and customer service time but excluding travel time. The actual milking time recorded for the one (1) milking shall also be credited to the Customer Service Representative.

b) Tests with Two (2) Milkings

One hundred and five (105) minutes (1.75 hrs) shall be recorded and shall be deemed to include all duties related to the completion of the test, including all necessary administration time and customer service time but excluding travel time. The actual milking time recorded for the two (2) milkings shall also be credited to the Customer Service Representative.

c) Tests with Three (3) Milkings

One hundred and ten (110) minutes (1.83 hrs) shall be recorded and shall be deemed to include all duties related to the completion of the test, including all necessary administration time and customer service time but excluding travel time. The actual milking time recorded for the three (3) milkings shall also be credited to the Customer Service Representative.

When a Customer Service Representative is required to test a third milking that will start between 11 p.m. and 3 a.m., he/she will receive a minimum of two (2) hours milking time for the third milking.

ii) For tests where the Customer Service Representative is not present during milking time (Owner Sampler Tests):

Sixty (60) (1.0 hr) minutes shall be recorded and shall be deemed to include all duties related to the completion of the test for any herds up to sixty (60) milking cows, including all necessary

administration time and customer service time but excluding travel time. It is further understood and agreed that an additional fifteen (15) minutes shall be added for every extra thirty (30) milking cows up to a total of one hundred and twenty (120) milking cows. When warranted for extremely large herds, an additional fifteen (15) minutes will be added for every extra sixty (60) milking cows over one hundred and twenty (120) milking cows.

- iii) Each Customer Service Representative will receive credit for all travel time based on the following formula:

$$\frac{\text{kilometres}}{65 \text{ kilometers per hour}} = \text{credited hrs}$$

## **LETTER OF UNDERSTANDING**

### **Car Allowance Committee**

It is the intent of both parties to this agreement that a Car Allowance Committee will be established consisting of two (2) bargaining unit members who drive personal vehicles for Corporation business and two (2) Employer designates.

This Committee will establish a car allowance formula and routinely monitor the costs of operating personal vehicles on Corporation business and recommend adjustments in call allowance rates to the General manager of the Corporation.

The car allowance rate, upon ratification of this collective agreement, shall be no less than thirty-two (32) cents per kilometre. It is understood that when a corporate vehicle is designated to an employee, they will have the option to retain the use of their personal vehicle. It is further understood that if the employee refuses the corporation vehicle that they will receive no less than twenty-four (24) cents per kilometre for all kilometres over 2285 kilometres in a six week pay period.

The Employer will pay the salary and travel costs of the Car Allowance Committee members.

21.03 D) Customer Service Representatives shall receive straight-time pay for each hour worked in excess of his normal hours up to and including the 240<sup>th</sup> hour for each six week pay period.

### **21.09 Optional Services**

As of January 1, 2003, Electronic Registration Applications (ERA) shall be paid out at straight time plus 75¢ per application.

## **ARTICLE 23 – EMPLOYEES' BENEFITS**

23.05 The employer agrees to provide a seat on the Pension Committee for a bargaining unit employee selected by the Union. The representative will be allowed leave without loss of pay to attend the meetings of the Committee. The Employer will pay expenses according to the Corporation's policy. Reasonable notice will be provided for all future pension meetings to all committee members including the bargaining unit employee selected by the Union.

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## **ARTICLE 29 – GENERAL**

29.03 (a) Effective January 1, 2003, a total allowance of \$200.00 for safety shoes and other clothing apparel will be paid out in a lump sum at the beginning of the year to all Customer Service Representatives and every year thereafter.

(b) Upon production of a receipt, the Laboratory staff shall receive a shoe allowance of up to \$125 per year.

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### **Pension**

Reduce early retirement penalty to 4%.

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### **Benefits**

Vision Care: increase to \$200 in a 24 month period.

Implement Employee Assistance Program (EAP) through Warren Chappell.

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## **ARTICLE 25 – RATES OF PAY**

Graphic Designer – eliminate from Classification Schedule Clerk 4 and add to same classification group head by PC Technician.

Increase current rates of pay as follows:

### Office and Lab Staff:

January 1, 2003 to September 30, 2003 – increase by 2.5%

October 1, 2003 to September 30, 2004 – increase by 2.5%

October 1, 2004 to September 30, 2005 – increase by 3.0%

Customer Service Representative:

January 1, 2003 to September 30, 2003 – increase by 2.0%

October 1, 2003 to September 30, 2004 – increase by 2.0%

October 1, 2004 to September 30, 2005 – increase by 2.5%

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**ARTICLE 30 - DURATION**

The Agreement covers the period from October 1, 2002 to September 30, 2005.

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Signed this 22<sup>nd</sup> day of November, 2002

For the Union

For the Employer

Donald Littlejones

Richard Cantin

Jane Kleist

Dale Smith

Trevor Fischer

Rob McTaggart

Tim Lanigan

Larry Ouimet

Colin Benson

Ruth Hamilton