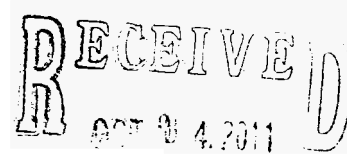


COLLECTIVE AGREEMENT

Between:

BOARD OF MANAGEMENT OF
THE TORONTO ZOO
(hereinafter referred to as 'The Management')
of the First Part



-and-

THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL UNION
NO. 1600
(hereinafter referred to as 'The Union') of the Second Part

Effective April 1, 2010
Expires March 31, 2013

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ARTICLE 1 - PURPOSE

- 1.01** The purpose of this agreement is to maintain the efficient and harmonious working relationship between the Management and its Unionized employees and to set forth the general working conditions and wages applicable to the specified employees, and to provide a means of presenting complaints and grievances formally between the two parties.

ARTICLE 2 - RECOGNITION & SCOPE

- 2.01** The Management recognizes the Union as the sole and exclusive bargaining agent for all employees in that physical area known as the Toronto Zoo and its immediate environs, which includes barns either leased or operated by the Management, save and except Supervisors; Curators; Systems Administrators; Assistants to the Chief Executive Officer, Chief Operating Officer, Executive Directors and Directors and any other person performing confidential and labour relations functions in the Human Resources Branch who has access to confidential information; Payroll Supervisor; Nursing Staff; Safety & Security Officers; Administrative Support Clerk.
- 2.02** In this article 'Supervisors' means persons exercising managerial functions in accordance with the Ontario Labour Relations Act, R.S.O. 1993, c.L-2.

ARTICLE 3 - NO DISCRIMINATION

- 3.01** Neither the Management nor the Union, nor any representative of either party shall discriminate against, interfere with, restrict or coerce any employee because of any participation or lack of participation in any Union activity.
- 3.02** No employee shall be required to make a written or oral agreement with the Management which conflicts with the specific terms of this Collective Agreement.
- 3.03** The employer agrees that there will be no discrimination, interference, restriction, or coercion exercised or practised with respect to any person in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, nationality, ancestry, place of origin, political or religious affiliation, sex or marital status, sexual orientation, family status, handicap, place of residence, nor by reason of his/her membership or activity in the Union.
- 3.04** Every employee has the right to be free from harassment in the workplace and from any reprisal or threat of reprisal for the rejection of such behavior.

Therefore the parties agree that they will give their full support to the spirit and intent of the protection of the Ontario Human Rights Code, 1981, as amended and/or any other legislation that may be enacted from time-to time, and the Board's Official Policy on

Human Rights and Harassment in the Workplace (PER-011) for the purpose of protecting or strengthening these rights.

3.05 Employees who are related, or become related,

- (a) may not work in the same immediate work area;
- (b) may not work under the same direct supervisor; and
- (c) may not report one to the other.

A relation includes spouse, declared common-law spouse, parent, stepparent, brother, sister, stepbrother, stepsister, child, stepchild, parent-in-law, soddaughter-in-law, and brother/sister-in-law. Management reserves its right to resolve conflicts of interest that might otherwise arise between two close relatives employed by the Toronto Zoo.

ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS

4.01 Save and except any clause in this Collective Agreement, the Management shall have the absolute right to increase or decrease the establishments, to schedule, direct, recruit, discharge, classify, transfer, promote, demote, maintain order, discipline and efficiency and without restricting the generality of the foregoing, select, acquire, install and operate any equipment, plant and machinery as it deems necessary.

4.02 The said absolute right shall not be exercised in an arbitrary or discriminatory manner, or in a manner which would deprive any employee of their employment, except for just cause.

ARTICLE 5 - CONTRACTING OUT OF WORK

5.01 No employee in the Bargaining Unit shall lose his/her employment because of the contracting out of any work by the Management.

5.02 Before contracting out any work except major construction work, the Management shall give notice to the Union, in writing of such intention in order that the Union may make representations to the Management on the proposed contracting out.

5.03 It shall be the policy of the Management to endeavour to place in another position any permanent employee who may be displaced by technological improvements in the operation of the Toronto Zoo.

ARTICLE 6 - UNION CONDITIONS

- 6.01** The Management will inform every new employee of the existence of the Collective Agreement and direct their attention to Articles 6.02, 6.03 and 6.05.
- 6.02** All employees not exempted by this Collective Agreement shall become members of the Union upon commencement of employment and thereafter shall remain as such members in good standing, according to the Constitution of the Canadian Union of Public Employees.
- 6.03**
- (a) The Management will deduct the regular Union dues, initiation fees, special levies and assessments from the wages of all employees in the bargaining unit from the first bi-weekly pay cheque following the date of employment and thereafter from every bi-weekly pay cheque.
 - (b) The Management shall notify the Recording Secretary of the Union of all new bargaining unit employees, their names, their supervisors' names and dates of enrollment, within five (5) working days after commencement of employment.
 - (c) The Management shall introduce all new Bargaining Unit employees to his/her Shop Steward and allow not more than 15 minutes of working time for the Shop Steward to inform the new member about Union activities, as soon as practical.
- 6.04** The Management shall forward such deductions to the Secretary-treasurer of the Union not later than 30 days following said deductions, and a list of the employees from whom the deductions were made will accompany such remittance.
- 6.05** The Management shall not be required to discharge an employee who has been expelled or suspended from membership in the Union.
- 6.06** The Union shall save the Management harmless for any and all amounts deducted from employees' earnings in accordance with the terms in this article.
- 6.07** The Management shall notify the Recording Secretary of the Union, within five (5) working days, of all terminations, resignations, transfers, transfers outside of the bargaining unit, promotions and leaves of absence in excess of one week granted to members of the Bargaining Unit.
- 6.08** There will be no Union meetings at the Zoo site without the express written consent of the Chief Executive Officer or his/her designate.
- 6.09** The Union may use the Management's bulletin boards on which to post notices, provided such notices are first approved by the Chief Executive Officer or his/her designate.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

- 7.01** During the term of this Collective Agreement, the Union agrees that it will not strike, and the Management agrees that there will be no lockout, as those terms are defined in the Labour Relations Act of the Province of Ontario.

ARTICLE 8 - UNION REPRESENTATION

- 8.01** (a) The Union may select a committee of up to six (6) employees who shall represent the Union and employees at negotiations. If six (6) employees are used, one (1) employee shall be an employee covered by the Appendix. The Management shall recognize such committee when the Union informs the Management of their names in writing.
- (b) For discussion of complaints and/or grievances, a committee consisting of not more than three (3) employees shall represent the Union.
- (c) The Management will provide during the duration of this Collective Agreement three (3) days to each member of the Union Negotiating Committee for the purpose of preparing proposals for Collective Bargaining. Pay shall be at regular hourly rates, for a regular work day and shall only be applicable if the employee was scheduled to work on that day. Time off must be requested at least one (1) week in advance.
- 8.02** Employees selected to act as Union officers shall not neglect the regular duties they have to perform, in order to participate in Union activity, without the consent of their supervisor. In return for this, the Board will pay the Union officers their regular wages while participating in direct meetings with the Management during the employee's regular working hours. This compensation shall not apply to Union meetings or arbitration meetings held during the employee's regular working hours.
- 8.03** The Board will pay the Union committee members their regular wages while participating in negotiations with the Management during the employees' regular working hours. If the employees are scheduled to work other than a regular day shift, or have a scheduled day off on the day of a negotiation meeting, appropriate arrangements will be made through their supervisor. Each day of negotiations shall be considered the regular day shift for all Union committee members.
- 8.04** A national representative of the Union shall have the right to visit the property of Management provided that the representative shall obtain prior consent by telephone or in writing to the Chief Executive Officer or Human Resources Manager or his/her designate by giving reasonable advance notice and provided further that such visit does not interfere with the operation and administration of Management.

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ARTICLE 9 - COMPLAINT AND GRIEVANCE PROCEDURE

- 9.01** (a) Employees shall verbally bring to the attention of their immediate supervisor or his/her designate, any complaints they may have and may request a Union representative to be present. The immediate supervisor shall reply within two (2) working days. If the decision of the immediate supervisor or his/her designate is not acceptable, any complaint must be presented to the Management within five (5) working days after receiving the supervisor's answer. The Management may refuse to consider any complaint not presented within the five (5) working days mentioned above.
- (b) Any disciplinary action or notice given to an employee or employees must be given within ten (10) working days of the employer becoming aware of the incident, provided the employee is available. Otherwise the disciplinary action or notice will be given within ten (10) working days of the employee's return to work.
- 9.02** If the complaint of an employee cannot be resolved with their immediate supervisor, then the matter becomes a grievance which shall be reduced to writing, dated, and signed, and presented to the Chief Executive Officer or his/her designate within the five (5) working day period set out in 9.01 above, and processed as follows:
- 9.03** (a) If a complaint or grievance affects a majority of employees in the bargaining unit or a particular branch, then the matter may be presented by the Union at Step 2 of the grievance procedure within ten (10) working days of the circumstances giving rise to the grievance.
- (b) Similarly if the Management has a complaint or grievance concerning the conduct of the Union or its committee member or members, then this may be presented to the Union at Step 2 of the grievance procedure within ten (10) working days of the circumstances giving rise to the grievance. Either of these grievances may proceed to arbitration if necessary.

STEP NO. 1

The employee involved shall present the written grievance to the Chief Executive Officer or his/her designate, and there shall be a written reply to the grievance within five (5) working days of receipt. The employee may be accompanied by a Union officer, if desired.

STEP NO. 2

If the written reply is not satisfactory to the Union, then there shall be a meeting within five (5) working days of receipt of the written reply. The meeting will include the grievor, a Union committee, a full-time representative of the Union, if requested by either party, the grievor's supervisor and the Chief Executive Officer or his/her designate. A written decision shall be given to the grievor within five (5) working days following this meeting.

If this decision does not resolve the grievance then any request for arbitration must be made within five (5) working days following receipt of the written decision by the grievor.

- 9.04** No matter may proceed to arbitration without being properly carried through the steps of the grievance procedure as outlined above.
- 9.05** Any grievance alleging unjust discharge or suspension shall be treated as a special grievance if it is placed in writing, dated and signed and presented directly to the Chief Executive Officer or his/her designate within three (3) working days of the occurrence at Step 2 of the grievance procedure. The matter shall proceed from there, including arbitration if necessary.
- 9.06** Any of the time limits set out above may be extended by mutual agreement between the parties involved. For purposes of this article, working days shall be Monday to Friday inclusive.
- 9.07** Copies of all written replies from Management related to any step of the grievance procedure, shall be forwarded to the secretary of the Union. A copy will also be sent to the Chief Shop Steward.
- 9.08** It is understood by both the Union and Management that they may mutually agree to refer a grievance to mediation prior to proceeding to arbitration. It is understood that the costs of the mediation will be on an equal cost-sharing basis.

ARTICLE 10 - ARBITRATION

- 10.01** (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Collective Agreement, including any question as to whether a matter is arbitrable, or when an allegation is made that this collective agreement has been violated, either of the parties may, after exhausting the grievance procedure, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's suggestion for an arbitrator. The recipient of the notice shall, within five (5) days inform the other party of the name of its suggestion of an arbitrator.
- (b) Either party may request the Minister of Labour for Ontario to appoint an arbitrator under Section 49 of the Labour Relations Act of Ontario, or other sections of the Act as may be applicable from time to time, in order to expedite the settlement of any grievance.
- 10.02** If the recipient of the notice fails to suggest an arbitrator or if the parties fail to agree upon an arbitrator within the five (5) day limit, the appointment of an arbitrator shall be made by the Minister of Labour for Ontario upon the request of either party.

- 10.03** The arbitrator shall hear and determine the difference or allegation and shall issue a decision which shall be final and binding upon the parties affected by it.
- 10.04** If either party requests that a board of arbitration be used instead of an arbitrator, then a board shall be set up. The payment of and powers of an arbitrator or a board of arbitration shall be as outlined in the Ontario Labour Relations Act, R.S.O. 1993, c. L-2.
- 10.05** The decision of the arbitrator or the board of arbitration shall be final, binding and enforceable on all parties. The board of arbitration or the arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the board of arbitration or the arbitrator shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.
- 10.06** Management will permit the grievors to attend all grievance hearings and mediations without loss of pay or benefits.

ARTICLE 11 - DISCHARGE OR SUSPENSIONS

- 11.01** (a) Copies of any discharge or written disciplinary notices shall be given to the Union and the employee within two (2) working days. Such disciplinary notices shall be removed from an employee's work record after one (1) year of issue, provided there has been no recurrence or other cause for written disciplinary notices.
- (b) An employee may request to have one (1) union steward present during any disciplinary meeting.

Management will make every reasonable effort to comply with any request for a union steward, provided such a request does not unreasonably delay any disciplinary proceedings or violate the disciplinary or discharge provisions set out in 11.01 (a).

It is understood that the absence of a union steward at disciplinary meetings does not negate, or void, any disciplinary action taken by Management.

ARTICLE 12 - LABOUR/MANAGEMENT COMMITTEE

- 12.01** (a) A Labour/Management co-operation committee shall be established consisting of up to three (3) representatives of the Union and of up to three (3) representatives of the employer. Either party may be accompanied by a fourth person who shall act in the position of observer and/or advisor. The committee shall enjoy the full support of both parties to this Collective Agreement in the interest of maximum service to the public.

FUNCTION OF THE COMMITTEE

The committee shall concern itself with matters of the following general nature:

- (i) considering constructive criticism of all activities so that good relations be maintained between the employer and employee;
 - (ii) increasing operating efficiency by promoting co-operation in effecting economy moves;
 - (iii) improving the service to the public;
 - (iv) reviewing suggestions from employees, questions of working conditions and service;
 - (v) correcting of conditions making for grievances and misunderstandings;
 - (vi) promoting education and training of staff;
 - (vii) promoting ways and means of eliminating and reducing pollution, including consideration of re-cycling and other anti-pollution methods.
 - (viii) promoting ways where employees be given the opportunity for constructive input at the planning stage of any construction, new or remedial;
- (b) The committee shall meet at least once a month at a mutually agreeable time and place, unless the parties agree to do otherwise;
 - (c) An employer and Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings;
 - (d) The Management shall supply secretarial assistance for the taking of minutes and shall furnish copies of said minutes within five (5) working days following each meeting.

ARTICLE 13 - SENIORITY

13.01 Seniority is defined as the length of service of an employee and shall be a factor in determining preference or priority for promotions, transfers, lay-offs and recall. New employees shall be on probation and shall not acquire seniority until they have worked a total of six (6) months in a twelve month period from hire. Seniority, once acquired shall date back to the date of hire. The Management may terminate the employment of probationary employees at its discretion.

13.02 Where an employee is on authorized unpaid leave of absence for purposes unrelated to his/her job, he/she shall continue to accumulate seniority only for the first 17 weeks of such leave and not for the remainder thereof.

13.03 The Management shall maintain seniority lists showing the seniority in order of all Union employees. The list will be revised every January and copies will be posted on the recognized bulletin boards and a copy will be sent to the Union.

13.04 (a) Seniority, once acquired, shall be lost and the employment of the employee terminated if:

- (i) The employee resigns or is discharged and not reinstated;
- (ii) The employee overstays any leave of absence or is absent without leave without a satisfactory reason;
- (iii) The employee is on lay-off for nine (9) consecutive months or fails to return to work at the same or like classification within five (5) calendar days following notification by registered mail (except in the event of a national, regional or rotating strike or postal lock-out or otherwise) or by courier service, to the last known address following lay-off. Employees shall have the responsibility to keep the Management informed of their current address and telephone number. The term "like classification" shall not be taken to mean that the hourly rates are similar. It is understood that an employee is not required to have a telephone as a condition of employment.

(b) Upon return from lay-off within the above specified time period, the previously accumulated seniority and sick credits will be retained.

(c) New employees shall not be hired until those laid off, with "recall rights" have been given the opportunity of recall.

13.05 (a) In the event that employees have to be laid off, the Management shall consider the following two factors to determine which employee or employees are to be laid off.

- (i) seniority of employees
- (ii) ability to perform the available work

Where these factors are relatively equal between two or more employees, their seniority ranking shall govern.

Employees shall be recalled from lay off based on their seniority providing they have the ability to perform the available work.

- (b) Unless legislation is more favourable to the employees, the Management shall notify the Union and the employees who are to be laid off, fourteen (14) calendar days prior to effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this article, he/she will be paid for the days for which work was not made available.

13.06 (a) When a vacancy occurs or a new position is created, the Management will give the opportunity for job advancement to employees and will advertise any job vacancies or new jobs to be created on all bulletin boards for a minimum of one (1) week. Positions shall be posted within one month of vacancy. Employees may request to be transferred and requests will be considered in relation to qualifications and experience. A job description for any bargaining unit posting shall be available from the Human Resources Branch upon request. The Union will be informed of any decision not to advertise.

- (b) No outside advertisement for any vacancy shall be placed until the applications of present permanent full-time employees, who possess the necessary qualifications, have been fully processed and consideration given to training applicants at Management's expense.

It is, however, recognized that under some circumstances, it may be more expedient and beneficial to both parties to place outside advertisements simultaneously with the internal posting, by mutual agreement.

- (c) Both parties recognize:
 - (i) The principle of promotion within the service of the Employer;
 - (ii) That job opportunity should increase in proportion to length of service;
 - (iii) That consideration will be given to training applicants at Management's expense.
- (d) In making staff changes, transfers, or promotions, appointment shall be made of applicants having the required qualifications and where qualifications are equal, seniority shall be the governing factor.
- (e) Appointments from within the bargaining unit shall be made within eight (8) weeks of posting.
- (f) The Management will provide a list to the Union of **all** bargaining unit positions on an annual basis. The list shall include each employees' name and classification.

- (g) If requested by the employee, an opportunity to review the results of an examination, as part of a competition, will be given within one month of his/her writing the examination.
- 13.07 (a)(i) If an employee is temporarily transferred to a position outside of the bargaining unit, he/she shall continue to pay union dues for six **(6)** months. An employee transferred or promoted to another position in a different classification, or out of the bargaining unit, will be required to serve a trial period of three **(3)** months in that position. In the event of the employee's performance being considered unsatisfactory or should the employee be unsatisfied during this trial period, the employee will revert to his/her former position.
- (ii) An employee shall have a right to return to a position in the bargaining unit; such return shall not result in the lay-off or bumping of any employee. If at any time an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her experience and qualifications, except as outlined in a(i) above.
- (b) In the event an employee transferred out of the bargaining unit under 13.07(a)(i) above is returned to the bargaining unit within a period of six **(6)** calendar months, he/she shall accumulate seniority during the period of time outside the bargaining unit.
- (c) An employee who is transferred to a position outside the bargaining unit shall not, subject to (b) above, accumulate seniority. In the event the employee is returned to a position in the bargaining unit within thirteen **(13)** months of the transfer he/she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit and he/she shall be placed in a job consistent with his/her experience and qualifications. An employee not returned to the bargaining unit within 13 months shall forfeit bargaining unit seniority.
- 13.08 Employees who become partially disabled by injury, illness or advanced age and, therefore, cannot perform the normal requirements of any regular job, may be given a special job by the Management. Such job not to be posted. This employee shall not displace an employee with more seniority nor shall the employee exercise seniority rights.
- A wage rate mutually agreeable to the Union and Management and commensurate with duties will be assigned to these employees. The matter will be discussed with the Union before being effective for any employee.
- 13.09 In order that the operations of the Union will not become disorganized when lay-offs are made, members of the local's executive board, negotiating committee and chief shop steward shall be the last persons laid off during their term of office.

- 13.10** The Board of Management agrees that where an employee is absent from work as a result of a non-occupational injury, he/she shall suffer no loss of seniority should he/she elect to receive benefits from his/her insurer rather than utilize his/her leave-for-illness accumulation.

ARTICLE 14 - HOURS OF WORK

- 14.01** Nothing in this Collective Agreement shall be misconstrued to mean a guarantee of work or pay or as a restriction on the number of hours to be worked.
- 14.02** For clarification, effective upon ratification the work week of all employees covered by Article 14.03 shall be five (5) days of (8) hours worked each day. The starting times for all employees on the day shift shall occur between the hours of 06:00 and 10:29 hours and finish eight (8) worked hours later.
- 14.03** In accordance with the operating requirements as to the mechanical aspects of the Transit & Fleet Unit, employees in that area may be scheduled to work 9 days in one 2 week period and 11 days in the next 2 week period. The number of working days in two pay periods will be averaged so as to arrive at regular pay of 80 hours for each 2 week period provided the employee worked all scheduled days. This provision is subject to the permission of the Director of Employment Standards of Ontario to work such system with no overtime premium applicable.
- 14.04** (a) The times for the unpaid meal periods and for the paid "coffee breaks" of ten (10) minutes in each half shift shall be designated by the Management in accordance with operating requirements. Management may designate the taking of "coffee breaks" to an appropriate location close to the work area. The duration of the unpaid meal period may be changed by mutual agreement between the employee and his/her supervisor provided such change does not result in additional cost to the Management.
- (b) The work schedule of each employee shall be set forth by the Management and posted convenient to the employee, and forty-eight (48) hours notice of any change in the schedule shall be given to the employee in writing unless mutually agreeable to do otherwise.
- (c) Unless an employee is given at least 48 hours notice of a change of his/her schedule days of work he/she shall be paid one and one half times his/her regular rate for the hours that have been changed, unless such change is at the employee's request. If the employee is already in receipt of overtime premiums for the changed hours, the premium in 14:05 (c) shall not apply.
- 14.05** For all hours worked in excess of their regularly scheduled hours per day or per week, the employee shall receive payment at the rate of time and one half of his/her current rate of

pay or lieu time at the rate of time and one half subject to the provisions of Article 22.07 (a). The employee must indicate his/her choice at the time of working the overtime.

- 14.06** Employees requested to work overtime shall co-operate to the best of their ability and shall do so in an emergency. As much notice as is practically possible shall be given of all required overtime. Consistent with the needs of the branch, overtime shall be distributed as equitably as possible to all eligible employees.
- 14.07** Any employee who has his/her hours of work changed at any time shall be given forty-eight **(48)** hours notice of such change in writing, except in the case of an emergency; and an employee requesting a shift change shall provide the Management with forty-eight **(48)** hours notice of such change in writing, except in the case of an emergency. In a declared emergency, the employee shall work, and if he/she is not satisfied that the situation was of an emergency nature, he/she may submit a grievance at Step 2 of the grievance procedure.
- 14.08** The Management will endeavour to provide that each employee who regularly works rotating shifts, shall regularly rotate from one shift to another so that an equal amount of time will be spent on each shift, unless it is mutually agreeable to the employee and his/her supervisor to do otherwise, and provided any variation does not adversely affect any other employee.
- 14.09** In order to serve the public while at the same time maintaining a balanced position between the biological needs of animals and the economic needs of the Institution, the Management shall schedule work for those employees involved in opening the Zoo to the public as follows:
- (i) From the start of Daylight Saving to September 30th shifts shall end no later than 2030 hours;
 - (ii) The Management may find it necessary to deviate from paragraph (i) hereof but shall do so only in special or abnormal circumstances;
 - (iii) Starting hours of Utility Maintenance shall remain as heretofore in effect. Said starting hours may be adjusted from time-to-time by mutual agreement.
- 14.10** The Management will endeavour wherever feasible to provide all employees with a minimum of one week-end off in three, except in cases where it is mutually agreeable to an employee and his/her supervisor to do otherwise, and provided any variation does not adversely affect any other employee.
- 14.11** Employees who request to switch days off and are granted permission to do so will not be eligible for any overtime premium for those days, except for excess hours worked on that day.

- 14.12** Employees' days off must be consecutive unless otherwise mutually agreed between the supervisor and employee.

ARTICLE 15 - DEFINITION OF SHIFT

- 15.01** A shift shall be defined as commencing at any time between the hours of 1030 and 0559 hours.
- 15.02** There will be a shift bonus paid of one dollar and two (\$1.02) cents per hour. Increase to one dollar and five (\$1.05) cents per hour on April 1, 2011 and an increase to one dollar and ten (\$1.10) cents per hour on April 1, 2012.
- 15.03** Each employee working hours between 0001 Saturday and midnight Sunday shall receive a weekend shift bonus of one dollar and two (\$1.02) cents per hour for all such hours worked. Increase to one dollar and five (\$1.05) cents per hour on April 1, 2011 and increase to one dollar and ten (\$1.10) cents per hour on April 1, 2012. Premiums shall be paid provided no other shift bonus is paid or applicable.
- 15.04** Each employee commencing a shift at any time between 1030 and 0559 hours on a Saturday or a Sunday shall receive a shift bonus of one dollar and twelve (\$1.12) cents per hour for all such hours worked. Increase to one dollar and fourteen (\$1.14) cents per hour on April 1, 2011 and increase to one dollar and seventeen (\$1.17) cents per hour on April 1, 2012. Premiums shall be paid provided no other shift bonus is paid or applicable.
- 15.05** Each employee commencing a second shift within a period of less than ten (10) hours after completion of his/her previous shift shall receive overtime pay for those hours worked between the time of commencement and the agreed ten (10) hour turn around time.
- 15.06** Except under unusual circumstances, shifts shall be so scheduled that no two shifts for the same employee shall run into each other consecutively.

ARTICLE 16 - WORKING TEN STRAIGHT DAYS - FOUR DAYS OFF

- 16.01** If an employee requests, then the Management, in accordance with its operating requirements, may permit such employee to work ten (10) days consecutively and then receive four (4) days off consecutively, providing that permission of the Director of Employment Standards of Ontario is obtained to work such days with no overtime premium applicable in such case.

ARTICLE 17 - LEAVES OF ABSENCE

17.01 Personal Leave

- (a) The Management may grant leave of absence to an employee for legitimate personal reasons.
- (b) Such leave shall be requested in writing and be paid or unpaid at the discretion of the Chief Executive Officer, to be followed up in writing.
- (c) An employee shall continue to accumulate seniority only during the first seventeen (17) weeks of such leave and not for the remainder thereof.
- (d) The employee shall be required to exhaust all outstanding vacation and lieu time prior to commencing the authorized leave of absence.
- (e) The employee's leave of absence request shall not impact the vacation selection process referred to in Article 21.05 (b)
- (f) When the employee returns from such leave of absence, the previously accumulated seniority and sick credits will be retained.

17.02 Citizenship Leave

An employee required to attend the Citizenship Court for the purpose of receiving his/her Canadian Citizenship shall be granted one (1) day off with pay.

17.03 Bereavement Leave

- (a) An employee shall be allowed five (5) consecutive scheduled working days leave without loss of regular pay, to mourn the death of the employee's father, stepfather, mother, stepmother, spouse, child, stepchild, common-law spouse, brother, stepbrother, sister, stepsister, same sex partner.
- (b) An employee shall be allowed three (3) consecutive scheduled working days leave without loss of regular pay, to mourn the death of the employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, great grandchild or great grandparent.
- (c) Pay for bereavement leave shall be at regular hourly rates and shall apply only if the employee was normally required to **work**.
- (d) If necessary, an employee shall be granted an additional day of bereavement at a later date in order to attend a memorial service or a religious rite provided that he or she advises the Management at the time of the leave of this requirement.

17.04 Court Day

An employee summoned for jury duty or subpoenaed as a witness in a court matter shall be paid at the regular rate of pay for regular working hours missed while on jury duty or appearing as witness, provided:

- (i) The summons or subpoena is produced as soon as possible to his/her supervisor;
- (ii) The employee reports for work when the jury duty or witness duty is not required, or after it ~~is~~ finished;
- (iii) The employee endorses or pays over to the Management all jury or witness fees received.

17.05 Maternity/Pregnancy/Parental/Adoption Leave

Pregnancy and/or parental leave shall be in accordance with Part XI of the Employment Standards Act of Ontario, as amended.

- (a) An employee who is on maternity/pregnancy/parental/adoption leave shall continue to accumulate seniority during their absence.
- (b) Employees shall continue to receive all benefits provided for in the Collective Agreement while on such leave, provided he/she continues to make any financial contribution for which he/she is responsible.
- (c) If an employee's doctor so recommends, she will be relieved of any specific duties which in her doctor's opinion are hazardous to her or her fetus, and may be given other duties for which she is qualified, if and when they are available until maternity leave begins. A wage rate mutually agreeable to Union and Management and commensurate with the duties will be assigned to the employee. The matter will be discussed with the Union before being effective for any employee.
- (d) Pregnancy Leave Top-UP
Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on Pregnancy Leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between sixty-five percent (65%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

Employees are not entitled to Supplemental Employment Benefits (SUB) except for the purpose of the supplementation of their unemployment insurance benefits for the period of unemployment.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

(e) **Parental Leave Top-UP**

Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on Parental Leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. The supplement shall be equivalent to the difference between sixty-five percent (65%) of the employee's normal weekly earnings and the sum of his/her weekly Employment insurance benefits and any other earnings. Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance parental benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on parental leave.

Employees are not entitled to Supplemental Employment Benefits (SUB) except for the purpose of the supplementation of their unemployment insurance benefits for the period of unemployment.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

(f) Employees shall be entitled to a further unpaid maternity leave up to six (6) months. Such leave shall be at no cost to the Management. Seniority shall be adjusted accordingly. The conditions outlined in (a) and (b) above shall not be applicable to this clause.

- (g) When an employee, with at least one year of seniority, legally adopts a child and the adoption agency recommends the employee's presence to care for the child, such employee may request up to an additional thirty-seven (37) weeks parental leave. This leave will not result in a loss of seniority for the employee.

17.06 Employee Exchange Programme

- (a) Employees may request permission to take part in an employee exchange programme with another zoological institution provided the programme is related to their duties at the Toronto Zoo. Such leave, if approved by the Chief Executive Officer, shall be at no additional expense to the Management. Seniority will continue to accumulate during the period of time in which the employee is involved in the programme.
- (b) The Management agrees to keep persons engaged in exchange programmes on the establishment, subject to Article 13.05, provided that he/she returns to work on or before the date agreed to by the parties. An employee who fails to return to work by the agreed date, without just cause, shall be deemed to have resigned his/her employment and shall be terminated by Management.
- (c)
 - (i) Employees granted permission to take part in an employee exchange programme shall not accumulate leave for illness allowance or vacation credits during the term of the exchange. Upon his/her return from the programme, the employee shall retain the previously accumulated leave for illness allowance.
 - (ii) Employees granted permission to take part in an employee exchange program who continue to be paid by the Toronto Zoo shall accumulate leave for illness allowance and vacation credits during the term of the exchange.
 - (iii) The effective date of any future increase in annual vacation entitlement will be based on the employee's date of hire.
- (d) An employee, if he/she so requests, may have his/her benefits continued provided this exchange does not result in any additional cost to the Management. All arrangements regarding this programme will be co-ordinated by the Human Resources Branch.
- (e) An employee returning from an exchange programme shall be placed in the same classification and grade as he/she occupied prior to entering into the programme.
- (f) If an employee who is at the highest level of his/her classification enters into an exchange programme, an employee(s) who is/are qualified shall be appointed to that level for the duration of the exchange.

- (g) An employee participating in an exchange will be given a written statement listing benefits and conditions of the exchange. Such statement must be signed by the employee and the Management. A copy will be forwarded to the Union.
- 17.07** An employee with two or more years of seniority may be granted an unpaid leave of absence at no cost to Management and without loss of seniority for educational purposes which are related to the Toronto Zoo.
- 17.08** An employee on approved leave of absence to attend Union functions or arbitration hearings shall be paid his/her regular wages and benefits by the Management. The costs will be reimbursed to the Management by the Union.
- 17.09** Employees shall be entitled to unpaid Family Medical Leave and/or Personal Emergency Leave in accordance with the Ontario Employment Standards Act, RSO 2000 as amended.

ARTICLE 18A – ILLNESS OR INJURY PLAN

Purpose

- 18A.01** The Illness or Injury Plan (IIP) shall be effective 2011-01-01. The purpose of the IIP is to provide an eligible employee with income when he/she is absent from work due to illness or injury, subject to the provisions of this Article.

IIP days shall be paid for any time lost by reason of illness or injury in accordance with the provisions set out below, except where an award is made under the Workplace Safety and Insurance Act, 1997, S.O. 1997, as amended.

Enrolment

- 18A.02** (a) All employees hired on or after and employees who enter the Main Bargaining Unit who were previously covered by the Appendix to the Main Collective Agreement after 2010-05-20, shall be enrolled in the IIP in accordance with the provisions of this Article.
- 18A.02** (b) All employees hired prior to 2010-05-20 who are in the Leave-for-Illness Plan may elect, on or before 2010-11-12, to transfer to the IIP effective 2011-01-01. Such employees shall elect to either:
- (i) have their sick bank, if any, frozen as at 2010-12-31. Employees who elect this option shall use their capped sick pay credits to offset any shortfalls in their IIP days in accordance with clause 18A.05. Any remaining capped sick pay credits shall be paid out upon “termination of employment” in accordance with clause 18A.05 (b); or

- (ii) receive a payout of their sick bank based on its value at 2010-12-31, and in accordance with the Special Payout/Payment Schedule in clause 18A.26.

18A.02 (c) For the purpose of greater clarity, those employees hired prior to 2010-05-20 may elect to stay in the Leave-for-Illness Plan and be covered by the provisions of Article 18B.

Eligibility

18A.03 An employee shall become eligible to receive IIP days for absence due to illness or injury commencing the first work day following the completion of three months employment.

Definitions

18A.04 In this Article:

- (a) “income” shall mean the employee’s hourly rate as provided for in Appendix A;
- (b) “month” shall mean a calendar month;
- (c) an “eligible employee” shall mean an employee who meets criteria set out in clause 18A.03 and employees who are transferred to the IIP in accordance with clause 18A.02;
- (d) the “Leave-for-Illness” Plan is the sick pay accumulation plan described in Article 18B; and
- (e) “termination of employment” means termination of employment as defined under Article 18B.

Capped Sick Pay Credits

18A.05 (a) **An** employee covered under the Leave-for-Illness Plan, and who elected to transfer to the IIP and to freeze his/her sick bank, shall have his/her accumulation of sick credits, and service for the purpose of the Sick Pay Gratuity as outlined in Article 18B, capped as at 2010-12-31 or upon his/her return to work as provided for in the Memorandum of Agreement – Transition to LIP. Capped sick pay credits shall be used in the following circumstances:

Top-Up from 75 % to 100% Pay

- (i) In cases where an employee’s LIP payment is less than one hundred percent (100%) in accordance with the chart in clause 18A.07(c) below, the employee’s

capped sick pay credits, if any, shall be used to top-up the difference to one hundred percent (100%) of the employee's hourly rate.

Unpaid Illness or Injury Hours

- (ii) Whenever an employee's absence due to illness or injury exceeds his/her IIP days and he/she has not satisfied the Long Term Disability waiting period in accordance with clause 20.06, the excess days of illness or injury shall be regarded as illness or injury leave without pay, except that where an employee has elected to freeze his/her sick bank, such capped sick pay credits, if any, shall be used to provide the employee with income for this period.

Payout of Capped Sick Pay Credits

- 18A.05 (b) Any unused capped sick pay credits will be paid out upon "termination of employment", to employees eligible for such a payment, in accordance with the Sick Pay Gratuity, as outlined in Article 18B, based on the employee's completed years of service as of 2010-12-31, at the hourly rate of pay of the employee's base position at the time of termination of employment.

Full Time Employees

- 18A.06 Eligible employees will be provided with IIP days at a coverage level of either one hundred percent (100%) or seventy-five percent (75%) of the employee's hourly rate, based on their completed years of service as set out in the chart below up to a maximum of twenty-six (26) weeks per calendar year or per absence that extends beyond the calendar year in which the continuous absence commenced.

Illness or Injury Plan – Chart

- 18A.07 (a) An eligible employee will be entitled to IIP days, if any, at one hundred percent (100%) of his/her hourly rate based on his/her completed years of service as indicated in the chart below. The employee will be eligible for the remainder of his/her twenty-six (26) weeks, if any, at seventy-five percent (75%) of his/her hourly rate.
- 18A.07 (b) Employees are only eligible to advance to the next level of coverage based on completed years of service when they are
- (i) actually at work, or
 - (ii) on pre-approved vacation, or
 - (iii) on approved Leave of Absence?not arising due to illness or injury or
 - (iv) any other leave pursuant to the Collective Agreement, not arising due to illness or injury.

An employee who is not actually at work will become eligible for the next level of coverage based on completed years of service in accordance with the chart below, upon actually returning to work for a period of at least two (2) continuous weeks.

18A.07 (c) IIP days shall be as provided in the following chart:

Length of Service	Maximum Number Of Weeks Coverage at 100% of Salary Per calendar year	Maximum Number of Weeks Coverage at 75 % of Salary Per calendar year
Less than 3 months	0	0
3 months to less than 1 year	2	24
1 year to less than 2 years	3	23
2 years to less than 3 years	4	22
3 years to less than 4 years	6	20
4 years to less than 5 years	8	18
5 years to less than 6 years	10	16
6 years to less than 7 years	12	14
7 years to less than 8 years	16	10
8 years to less than 9 years	20	6
9 years to less than 10 years	24	2
10 years or more	26	0

No Payout or Carry Over

18A.08 There is no payout of unused IIP days. There is no carry over of unused IIP days from year to year, except when an illness or injury starts in one year and continues into the next calendar year or as provided in clause 18A.09(c) below.

Refreshing of IIP Days – January 1st

18A.09 (a) **An** eligible employee will receive his/her IIP days on his/her first regularly scheduled work day on or after January 1st of each year, if he/she is:

- (i) actually at work, or
- (ii) on pre-approved vacation, or
- (iii) on approved Leave of Absence, not arising due to illness or injury, or
- (iv) any other leave pursuant to the Collective Agreement, not arising due to illness or injury.

- 18A.09 (b)** An eligible employee not covered by clause 18A.09(a), who is not actually at work on his/her first regularly scheduled work day on or after January 1st and immediately prior has been absent due to illness or injury or unauthorized absence and either in receipt of IIP days or has exhausted his/her IIP days, will not receive his/her refreshed IIP days until he/she has actually returned to work for a period of at least two (2) continuous weeks.
- 18A.09 (c)** An employee covered by clauses 18A.09(b) and 18A.11(b) shall continue to retain any remaining IIP days from the previous year and any capped sick pay credits, if any, until he/she has returned to work for two (2) continuous weeks.

IIP Hours Upon Return From Approved Leave

- 18A.10 (a)** When an employee is given an approved leave of absence for any reason, and returns to work at the end of such leave of absence within the same calendar year, he/she shall retain his/her IIP days, if any, existing at time of the commencement of such leave.
- 18A.10 (b)** When an employee is on approved leave of absence for any reason, and returns to work at the end of such leave of absence in a later calendar year, such that he/she did not work during the entirety of at least one calendar year, he/she shall retain his/her IIP days existing at the date of the commencement of the leave, until such time as the employee has worked two (2) continuous weeks, at which time his/her IIP days shall be refreshed in accordance with clauses 18A.06 and 18A.09, as applicable based on the calendar year in which he/she most recently worked.

Recall

- 18A.11 (a)** When an employee is laid off and is recalled to work within the same calendar year, he/she shall retain his/her IIP days, if any, existing at time of such layoff.
- 18A.11 (b)** Where an employee is laid off and recalled to work in the following calendar year, he/she shall have his/her IIP days refreshed in accordance with clauses 18A.06 and 18A.09(c) above, as applicable, as of the first day the employee returns to work.

Long Term Disability

- 18A.13** Employees who are absent due to illness or injury for more than six (6) months will be eligible for Long Term Disability benefits in accordance with clause 20.06.

Use of IIP Days

- 18A.14 (a)** The number of paid IIP days received by an employee shall be deducted from his/her available IIP days but no deduction shall be made on account of any day on which an employee would normally be entitled to be off work.

- 18A.14 (b)** An employee who is injured during working hours and who is required to leave for treatment or is sent home for such injury shall, subject to Article 25.04, receive payment for the remainder of the shift at his/her regular rate of pay without deduction from his/her IIP days, unless a physician states that the employee is fit for further work on that shift.

Use of Vacation/Lieu Time Entitlements

- 18A.15** An employee absent because of illness or injury who has exhausted his/her IIP days and capped sick pay credits, if any, may use any vacation entitlement or lieu time owing as IIP days. In that case, the vacation or lieu time will be treated as IIP days and the provisions of this Article will apply.

Administration of IIP

- 18A.16** The IIP will be administered in a manner at least consistent with the practices and provisions applicable to the Leave-For-Illness Plan.

Accumulation of Service

- 18A.17** For the purpose of this clause, uninterrupted service shall be any months where the employee was continuously paid for time worked or paid out of his/her accumulated leave-for-illness allowance or was on an authorized leave.
- 18A.18** Employees off work through an injury which is covered by benefits from the Worker's Compensation Board shall be paid only the difference between those benefits and the leave-for-illness allowance deducted from their accumulated sick leave credits.

Family Leave

- 18A.19** Any employee with less than seventy-five (75) days in their accumulated IIP bank will only be eligible to use six (6) days per year leave to care for immediate family members. Those employees eligible to use eight (8) days per leave to care for immediate family members shall not deplete their accumulated IIP bank below seventy-five (75) days. Family leave is subject to the approval of the CEO or his/her designate. A sick note may be required after three (3) days continuous leave as per Article 18B.04.
- 18A.20** An employee who absents himself/herself from work for three (3) consecutive working days, other than for proven sickness or other just cause, and has not communicated with the Control Centre during that time shall be deemed to have resigned and his/her employment shall be terminated by the Management.

Election to Illness or Injury Plan

- 18A.21** Within sixty (60) days of 2010-05-20 the Zoo and Local 1600 shall meet to discuss the format of a hard copy communication to employees eligible to transfer to the IIP. Such communication shall include a reference to the employees' current sick bank, if any, a copy of the IIP Plan (Article 18A), the due date for election to IIP and return address information.
- 18A.22** No later than 2010-09-30, the Zoo shall inform all employees eligible to transfer to IIP of the requirement to elect, on or before 2010-11-12, to either transfer to the new IIP plan in accordance with clause 18A.02(b) or to remain in the current Leave-for-Illness Plan in accordance with Article 18B. The information will be provided to employees in hard copy and mailed to their home address. Employees shall have until 2010-11-12 to respond in writing. Any employee who has not responded shall be deemed to have elected to remain in their current Leave-For-Illness Plan.

Transition to IIP Effective (2011-01-01)

- 18A.23** Employees electing to transfer to the IIP In accordance with 18A.02(b) will receive his/her IIP days on his/her first regularly scheduled work day on or after 2011-01-01 if he/she is: (1) actually at work, or (2) on pre-approved vacation, or (3) on approved Leave of Absence, not arising due to illness or injury or (4) any other leave pursuant to the Collective Agreement not arising due to illness or injury.

Deferred Transition Date

- 18A.24** An employee who elected to transfer to the IIP, who is absent from work because of illness or injury and who would otherwise be entitled to sick pay under the pre-existing Leave-For-Illness Plan shall continue to be covered by the pre-existing Sick Pay plan until the employee returns to work for a period of two (2) continuous weeks, after which the employee shall be enrolled in the plan and eligible to use his/her IIP days.

SPECIAL PAYOUT/PAYMENT

18A.25 SPECIAL PAYOUT/PAYMENT SCHEDULE

I. Special Payout/Payment Chart

YEARS OF SERVICE (A)	CURRENT PAYOUT FORMULA	SPECIAL PAYOUT (C)

	(B)	
At Least 10 years	50% of Bank to Maximum of 6 months	Current payout formula x (2.75% for each year of service)
At Least 7 years and Less than 10 years	50% of Bank to Maximum of 2 months	Current payout formula x (2.75% for each year of service)
Less than 7 years	Zero	*For the purpose of this Special Payout Only -- 50% of Bank to a MAXIMUM OF \$700.00

II. Minimum Special Payout/Payment

Employees hired prior to 2010-05-20 who elect the IIP and elect to receive a payout shall receive a minimum lump sum payout/payment of \$700.

III. Employee Election

1. An employee shall receive, no later than 2010-09-30, an information package that includes a form allowing the employee to elect to:
 - (a) transfer to the Illness or Injury Plan ("IIP") and to elect to receive a payout, as per Part I (Column C), Part II or Part III above; or
 - (b) to transfer to IIP and retain his/her frozen Sick Bank; or
 - (c) to elect to remain in the current Leave-For-Illness Plan ("LFIP").

Employees must submit their completed election form by 2010-11-12 in accordance with clause 18A.25.

IV. Special Payout/Payment Process

Part I Payout

2. **An** employee who elects to transfer to the IIP and who elects to receive a payout as per clause 18A.25, shall transfer to the IIP on 2011-01-01 (the "Commencement Date") and have his/her Leave-For-Illness Bank, if any, frozen as at 2010-12-31. The minimum amount of the Payout will be \$700.
3. Following the Payout any sick pay credits remaining in the employee's frozen Leave-For-Illness Bank shall be eliminated.

Part II Payment

4. The Part I (Column C) and Part II Payouts and the Part III Payment shall be made in one payment in March 2011.
5. An employee with eligible Registered Retirement Savings Plan (RRSP) room can assign all or part of the Part I or Part II Payouts or the Part III Payment directly to his/her RRSP by providing the necessary form to the **Payroll** by no later than 2010-12-15. Notwithstanding paragraph 4 above, should the employee elect this option, such transfer to his/her RRSP shall be completed no later than 2011-03-31.

V. Employees On Sick Leave at Commencement Date

6. Notwithstanding Part IV above, if, on the Commencement Date, an employee is on sick leave under the Leave-For-Illness Plan, the employee shall continue to remain on such plan until he/she returns to work, as set out in paragraph 7, below.
7. The employee shall receive, no later than four **(4)** weeks after returning to work, an information package that includes a form allowing the employee to elect to transfer to the IIP and receive a payout, as per Part I (Column C), Part II or Part III above, or elect to remain in the current Sick Pay Plan. The employee must submit his/her completed election form within two (2) weeks following receipt of the information package.
8. In the event that the employee elects to transfer to the IIP, he/she shall commence enrolment in the IIP at the commencement of the pay period following thirty (30) calendar days from the date that he/she submitted his/her election form.
9. The Special Payout/Payment, as per Part I (Column C), Part II or Part III above, shall be made in one payment no later than two (2) pay periods following the date that the employee was enrolled in the IIP.

An employee with eligible Registered Retirement Savings Plan (RRSP) room can assign all or part of the Special Payout/Payment directly to his/her RRSP by providing the necessary form to Payroll. Notwithstanding paragraph 5 above, should the employee elect this option, such transfer to his/her RRSP shall be completed no later than four (4) pay periods following receipt of the RRSP assignment form.

ARTICLE 18B – LEAVE FOR ILLNESS

- 18B.01(a)** Employees shall accumulate a leave-for-illness allowance of one and one-half (1 1/2) days for each full month of uninterrupted service beginning in the first month of employment but no payment will be made before three (3) month's employment.

- (b) For the purpose of this clause, uninterrupted service shall be any months where the employee was continuously paid for time worked or paid out of his/her accumulated leave-for-illness allowance or was on an authorized leave.
- (c) Employees will be informed annually of their leave-for-illness accumulation. The Union will be informed annually of the employees' leave-for-illness accumulation.

18B.02(a) Employees absent from work due to their own illness or injury shall be entitled to pay out of their accumulated leave-for-illness allowance. When such allowance is exhausted, no further payment shall be made but the employee may elect to take any earned lieu days and/or vacation leave immediately thereafter.

- (b) Employees off work through an injury which is covered by benefits from the Worker's Compensation Board shall be paid only the difference between those benefits and the leave-for-illness allowance deducted from their accumulated sick leave credits.

18B.03 Any employee with less than seventy-five (75) days in their accumulated leave-for-illness bank will only be eligible to use six (6) days per year leave to care for immediate family members. Those employees eligible to use eight (8) days per leave to care for immediate family members shall not deplete their accumulated leave-for-illness bank below seventy-five (75) days. Family leave is subject to the approval of the Chief Executive Officer or his/her designate. A sick note may be required after three (3) days continuous leave as per Article 18.04 (a).

18B.04 (a) In the event of a lengthy illness an employee is expected to update their supervisor of the status of their condition at least once a week.

- (b) In addition to the requirement of (a) above, Management may request from any employee with more than three (3) occurrences of single or multiple days illness within a contract year, a similar medical certificate for each additional occurrence due to illness.

- (c) The employee will receive an advance caution from Human Resources before such a request is made.

- (d) At the time when an employee is placed under such restrictions the employee and the Union will be notified in writing, and such restrictions will remain in effect for a period of six (6) months from the time they are imposed.

- (e) The three (3) occurrences provided for in paragraph (b) above will not include leave-for-illness which is accrued under Workplace and Safety Insurance or leave-for-illness which has been verified by a medical certificate.

- 18B.05** An employee who absents himself/herself from work for three (3) consecutive working days, other than for proven sickness or other just cause, and has not communicated with the Control Centre during that time shall be deemed to have resigned and his/her employment shall be terminated by the Management.

Sick Pay Gratuity

- 18B.06** In this Article the word "termination" shall mean separation from employment with the Toronto Zoo except by reason of dismissal or resignation as an alternative to dismissal.

- 18B.07** Employees who have a number of consecutive years of service with the Management and who die or retire, or on termination shall be given a cash payment (payable to him/her or his/her estate whichever is applicable) as follows:

- (i) After 7 years of continuous service - half of their accumulated unused leave-for-illness allowance, up to a maximum of two (2) months regular Pay.
- (ii) After 10 years of continuous service - half of their accumulated unused leave-for-illness allowance, up to a maximum of six (6) months regular pay.

ARTICLE 19- VERIFICATION OF ILLNESS

- 19.01** (a) An employee, after three (3) consecutive working days absence due to illness or accident may be required to provide their supervisor with a medical certificate from a recognized medical practitioner, confirming that the absence was for medical reasons and that the employee is fit to return to work. In the event of a lengthy illness an employee is expected to update their supervisor of the status of their condition at least once a week.
- (b) In addition to the requirement of (a) above, Management may request from any employee with more than three (3) occurrences of single or multiple days illness within a contract year, a similar medical certificate for each additional occurrence due to illness for the purposes of verifying entitlement for payment under the Illness or Injury Plan.
- (c) The employee will receive an advance caution from Human Resources before such a request is made.
- (d) At the time when an employee is placed under such restrictions the employee and the Union will be notified in writing and such restrictions will remain in effect for a period of ~~six~~ (6) months from the time they are imposed.

19.02 (a) An employee absent for more than twenty-four (24) consecutive working days shall:

- (i) provide immediately following such twenty-four (24) days, a certificate from his/her physician covering the illness, the latest date the employee was seen by the physician and the probable date on which the employee will return to duty; and
- (ii) provide further certificates from his/her physician, covering the same information, following each subsequent twenty-four (24) consecutive working days of absence.

19.03 An employee who absents himself/herself from work for three (3) consecutive working days, other than for proven sickness or other just cause, and has not communicated with the Control Centre during that time shall be deemed to have resigned and his/her employment shall be terminated by the Management.

**ARTICLE 20 - GROUP LIFE INSURANCE,
MEDICAL HOSPITALIZATION, PENSION COVERAGE,
DENTAL PLAN**

20.01 The Management will administer the following coverage for employees:

- (a) (i) Group life insurance of one times annual salary for all employees (with an option of an amount equal to twice the annual salary of such employee). The premium cost for the one times annual salary coverage, and the premium cost for the first half of the coverage in excess of one times salary shall be borne by Management. The premium cost for the remaining coverage shall be borne by the employee through regular payroll deductions. These changes are effective the month following ratification by both parties.

The wording of Article 20.01 (i) is subject to Grievance PO 10-09-29

- (ii) The Board shall provide a \$3,000.00 paid-up Group Life Insurance Policy for employees who retire on or after April 1, 1992.
- (b) Ontario Health Insurance Plan (billed rate).
- (c) Equivalent to CUMBA Plan for semi-private care.
- (d) Effective April 1, 2010, major medical coverage including prescription drugs with no annual deductible, hearing aid benefit of \$700.00 per year per family and an optical benefit of four hundred dollars (\$400) once every two (2) years for contact lenses and/or eyeglasses prescribed by an ophthalmologist or licensed optometrist. This coverage can also be used towards one (1) routine eye exam every twelve (12) consecutive months and/or the cost of laser surgery. Employees may borrow from their optical benefit (\$400) from the next benefit period in order to apply such

amount towards laser eye surgery (to maximum \$800.00). If the employee leaves the Zoo prior to being entitled to the coverage of the second benefit period, the amount owing will be deducted from the employee's final pay cheque.

- (e) A Dental Plan providing benefits equivalent to those obtained in C.U.M.B.A. Red Plan (no deductible), with Rider 1 (periodontic/endontic), and 2 (dentures) including a major restorative with the employee paying 40% of the co-insured cost with an annual maximum payment provision of \$3,000 per person. Expenses to be covered will be as follows: Single crown restoration (Caps) inlays, onlays, gold fillings, and fixed bridgework.
- (f) The Management agrees to institute coverage to provide orthodontic care to a lifetime maximum of \$3,000.00 based on 50% payment of current O.D.A. rates effective the month following ratification by both parties.
- (g) The Management will provide paramedical coverage for the services of a licensed chiropractor, chiropodist, psychologist, osteopath, podiatrist, physiotherapist, naturopath, homeopath and licensed masseurs, for a reasonable and customary cost per visit to an annual maximum of \$750 per practitioner per year, \$35.00 maximum for x-rays to a combined total of \$1500.00 and payable only after O.H.I.P. ceases to pay any portion of the expenses. Alternatively, eligible persons will have the option of combining the cost toward one particular benefit to a maximum of fifteen hundred dollars (\$1500) per person, per benefit year.

The wording of Article 20.01 (g) is subject to Grievance PO 10-09-29

20.02 Employees shall become eligible for coverage after six (6) months of employment, but will be permitted while on their probationary period to purchase coverage under the existing Dental Plan and Medical Plan, should they wish to do so. Coverage will continue for the month following the month of lay-off and in the case of illness, for six (6) months following the last month worked.

- 20.03** (a) An employee who elects early retirement shall be eligible for continued coverage of comprehensive medical plan, with an annual deductible of \$20.00 (family) and \$10.00 (single) semi-private hospital insurance, group life insurance and dental plan, until such employee attains the age of 65 years. This provision applies only to those employees who elect early retirement.
- (b) Where an employee who elects early retirement and is eligible for benefits in accordance with (a) above dies prior to his/her 65th birthday, the employee's spouse shall continue to be covered by said benefits up to and including the anniversary date of the deceased employee's 65th birthday.

20.04 The Management shall institute the Ontario Municipal Employees Retirement System Plan and pay the contributions as set out in the statute.

20.05 Each employee shall report any changes in marital status or increase or decrease in dependents as soon as practicable, and if failure to report any such changes results in any overpayment of premiums by the Management, the employee shall reimburse the Management in the amount of such overpayment.

20.06 Long Term Disability

- (a) The Management will, through an insurer authorized to carry on business in the Province of Ontario, provide a Long Term Disability Plan for employees. The Management will pay 100% of the cost thereof to provide a Long Term Disability benefit of 75% of basic salary, to a maximum benefit of \$3,000.00 per month effective the month following ratification by both parties, for disability claims arising on or after the date herein inclusive of any benefits paid under any pension plan, insurance plan, Worker's Compensation, or any other plan to which Management makes contributions, such Long Term Disability to be payable after six month's continuous absence from work on account of illness or injury, provided that no employee shall be eligible for Long Term Disability Plan payments as long as he she is in receipt of sick pay benefits from the Management. Effective the first of the month following ratification by both parties, increase the amount of the L.T.D. benefit by \$25.00 per month to current recipients. The amount of this increase shall not result in an employee receiving a monthly benefit that exceeds the current monthly maximum of \$3000.00.
- (b) Persons in receipt of Long Term Disability benefits will receive comprehensive medical protection, dental coverage, and semi-private hospital insurance for a period of 5 years from the date of benefits approval by the carrier or until age 65 whichever comes first.

20.07 The proposal of favoured carriers will be submitted to the Union executive for verification of equivalent coverage, agreed to in the preceding articles, prior to coverage being placed.

20.08 Retirement

When an employee retires, if the employee was in receipt of a Worker's Compensation award and a disability waiver of premium benefit at any time during the employee's employment with the Board of Management and if the effect of that disability waiver of premium benefit is to reduce the employee's pension entitlement, the Board will provide the difference between the employee's pension and the pension to which the employee would have been entitled had the employee not been on said disability waiver of premium benefit.

20.09 Bargaining Unit employees who choose to work past age 65 shall have their benefits adjusted as follows:

- (i) Life Insurance 1 x salary until age 70 and then \$20,000 thereafter.
- (ii) Optional life 2 x salary until age 70 then \$20,000 thereafter as per 20.01(a)(i)
- (iii) AD&D 1 x annual salary until age 70 then \$20,000 thereafter.
- (iv) No LTD past age 65
- (v) Drug Coverage-Integrated with the Ontario Drug Plan with ODP first payment.

ARTICLE 21 - VACATIONS WITH PAY

21.01 (a) Annual Vacation with pay shall be based on the individual employee's starting and anniversary date, or service date (as applicable) and shall entitle the employee to the following vacation periods:

- (i) one or more years of continuous service as of anniversary date: three (3) weeks;
- (ii) after two or more years of continuous service as of the anniversary date: four (4) weeks;
- (iii) after nine or more years of continuous service as of the anniversary date: five (5) weeks;
- (iv) after sixteen or more years of continuous service as of the anniversary date: six (6) weeks;
- (v) after eighteen or more years of continuous service as of the anniversary date: one additional vacation day per year, in addition to the vacation entitlement, up to a maximum of seven (7) weeks;

(b) During the first year of employment an employee may be granted one (1) week of vacation prior to his/her anniversary date and the second and third week at a time after his/her anniversary date.

(c) All employees who qualify to receive vacation leave in accordance with the schedule (i to vi) above shall be eligible to receive vacation with pay at any time after January 1st of each calendar year, provided that the Board of Management of the Toronto Zoo shall be entitled to recover the value of any vacation taken prior to entitlement, should the employee cease to be employed.

21.02 Vacations must be taken in the twelve (12) month period following eligibility. Employees may under special circumstances request that their accumulated vacation be taken prior to the eligibility date provided that such request is subject to approval and does not adversely affect any other employee.

21.03 Notwithstanding Article 21.02 an employee may request to carry forward his/her vacation into the following calendar year. Such request must be made in writing to the Human Resources Branch through his/her Supervisor stating the reasons. Such request shall not adversely affect other employees and shall be subject to approval. If such request is not made prior to November 1st, no carry over vacation will be allowed.

21.04 (a) Vacation pay shall be paid at the current regular rate of pay for each week of vacation to which the employee is entitled.

(b) When an employee's employment ceases and he/she has not taken his/her full vacation entitlement then the employee upon termination, shall be paid vacation pay which shall be calculated as a percentage of the employee's regular basic pay as follows:

- (i) 3 weeks entitlement 6%
- (ii) 4 weeks entitlement 8%
- (iii) 5 weeks entitlement 10%
- (iv) 6 weeks entitlement 12%
- (v) 7 or more weeks entitlement 14%

21.05 (a) The selection of vacation times shall be available on a twelve (12) month period and shall be on the basis of seniority, but the times of vacation shall be allocated by the Management in accordance with operating requirements.

(b) Vacation application forms shall be issued to all employees during the first week of January and vacation requests shall be submitted to the Supervisor no later than the first week of February following. The employee shall be informed of the approval or denial of his/her request no later than the first week of March following and shall not be altered unless by mutual consent.

(c) An employee who wishes to take vacation during January, February or March, shall submit a request in writing to his/her Supervisor not later than October first preceding entitlement. The employee shall be informed of the approval or denial of his/her request not later than November first preceding entitlement.

(d) If a request is denied by Management, an employee may resubmit a request which shall be processed prior to those who have not complied with the above.

(e) Failure to comply with the above shall result in the request being processed after those conforming to the above, regardless of seniority of the individual concerned.

(f) When an employee wishes to cancel a period of vacation which has been approved pursuant to the provisions of this Article, he/she must do so not less than 60 days prior to the scheduled beginning of the vacation period. If such cancellation takes

place, Management will notify any other eligible employees of the available vacation. All applications received shall be processed on a seniority basis.

- (g) Vacation may be taken in any block of time including one (1) day not to exceed a maximum of five (5) single days, except upon approval by the department head.

21.06 (a) An employee who dies prior to taking his/her annual vacation, shall have paid to his/her estate an amount equal to the vacation pay he/she would have received as vacation pay.

- (b) An employee who ceases to be employed prior to taking his/her vacation shall receive all vacation pay according to his/her earned entitlement.

- (c) When an employee on a scheduled period of vacation is hospitalized or confined to his/her residence for one (1) week or more as a result of a serious illness or accident, the employee shall be entitled to claim leave-for-illness allowance in lieu of vacation for the hospitalization provided that written notice is given to the Chief Executive Officer, or his/her designate, at the commencement of hospitalization or confinement and verification is provided upon the employee's return by a doctor's certificate confirming the length of the confinement.

- (d) Any vacation entitlement remaining shall be rescheduled to be taken prior to the end of the calendar year wherever possible.

- (e) If an employee is on paid leave-for-illness prior to the start of his/her annual vacation and is unable to start his/her vacation due to this illness the vacation may be rescheduled to be taken prior to the calendar year end, wherever possible.

21.07 For the purpose of selecting vacation time the Management will allow as many employees as possible to take vacation at the same time, based on seniority, from the following employee groups:

1. Inside Gardeners
2. Outside Gardeners
3. Animal Health Centre Keepers and Curatorial Keepers
4. Animal Health Centre Technicians
5. Office Clerk - Grade 3 by Branch
6. Africa Savanna
7. Americas Pavilion and Paddocks
8. Africa Rainforest Pavilion
9. Australasia Pavilion
10. Eurasia Paddocks
11. Canadian Domain and Outdoor Holding
12. IndoMalaya Pavilion and Paddocks and Main Barn
13. Elephants and Seals

14. Registrar, Curatorial Assistant, Office Clerk – Grade 3
15. Materials Collection
16. Carpentry/Painting
17. Electrical/Welding
18. Utilities
19. Transit & Fleet
20. Custodial
21. General Maintenance
22. Stores/Stockroom
23. Locksmith
24. Office Clerks (Finance)
25. Public Relations
26. Graphics Technicians
27. Guest Services Clerks
28. Animal Nutrition Centre
29. Education/Volunteers
30. Membership Clerks
31. Outreach & Discovery

ARTICLE 22 - PAID HOLIDAYS

22.01 (a) All employees shall receive the following holidays:

- | | |
|--------------------|------------------|
| (i) New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | Family Day |

- (ii) Two (2) Floating Days (to be taken at a time convenient to both parties). Employees who have not taken their floating days prior to the end of the contract year will forfeit same. In the event of an employee being absent owing to extended illness, the floating days will be assigned on the last days of the contract year and no deduction will be made from his/her leave-for-illness allowance for the days.

- (b) If during the life of this Collective Agreement, a statutory holiday is declared by Municipal, Federal or Provincial Governments, such holiday shall be included in 22.01 (a).

22.02 Pay for the above holidays shall be at the regular rates for all employees.

22.03 (a) To qualify for holiday pay, an employee must work on their regular day of work preceding and following the holiday, unless the employee has reasonable cause to be absent on either day.

- (b) An employee does not qualify for any holiday when he/she is scheduled to work on that holiday and, without reasonable cause, fails to report for and perform the work.
 - (c) When so requested by Management, as per (a) and (b) above, an employee may be required to show that they had reasonable cause for failing to report for and perform work to qualify for holiday pay.
 - (d) If an employee is scheduled to work on a holiday but does not report due to illness, he/she may be paid out of his/her accumulated leave for illness allowance.
- 22.04** (a) Employees required to work on a holiday shall receive overtime for hours worked plus any holiday pay to which they are entitled.
- (b) When an employee is scheduled to work five days in the week in which a statutory holiday occurs, but not upon the holiday, and is absent for a day due to sickness or other paid leave (but not vacation or lieu time) within that week, the statutory holiday will be counted as a day worked for the purpose of calculating overtime (subject to clause **22.03**).
- 22.05** (a) Subject to subclauses (b) and (c) hereof, if any of the above paid holidays falls during an employee's annual vacation with pay, the employee shall be paid for the holiday, and when any of the above named holidays falls on a Saturday or Sunday the Friday preceding or the Monday succeeding such holiday shall be designated by the Management as the day of observance of such holiday and any premium payable for working on a designated holiday shall not apply to such Saturday or Sunday.
- (b) For employees working on a rotating basis in a seven-day operation, the said premium will be paid for work performed on the actual holiday providing their shift commences at any time on the holiday.
- (c) In no circumstances will employees be paid holiday premiums for both the actual holiday and the designated day of observance of that holiday.
- 22.06** Holiday work is defined as all hours worked when the shift commences at any time on the holiday, between 00:01 and midnight on the day of the holiday.
- 22.07** (a) An employee may accumulate a total of ten (10) days whether from paid holidays or overtime worked as in Article 14.06.
- (b) Four days written notice shall be given by employees of their intention to take lieu days with a written answer within 48 hours.
- (c) Written answer within 48 hours not applicable if lieu time taken with vacation.

22.08 According to operating requirements, the Management will endeavour to ensure that as many employees as possible be given the holiday off on the actual day of the holiday.

22.09 An employee may have Christmas Day or New Year's Day as a scheduled day off, if requested 1 month in advance.

ARTICLE 23 - HEALTH AND SAFETY

23.01 The Management shall continue to provide proper work facilities which, with co-operation from the employees, shall be safe and sanitary. The Management and the Union shall co-operate in encouraging employees to maintain a positive attitude towards occupational health & safety.

- 23.02** (a) The Management shall provide and maintain, at no cost to the employee, all safety devices and protective clothing required by the Management to be worn by employees. Failure or refusal to use/wear said safety equipment and/or protective clothing shall result in disciplinary action being taken against that employee.
- (b) Management may issue safety shoes instead of boots to employees in some areas, if so requested. Management has the final decision.
- (c) Employees will be required to take reasonable care of all such safety equipment and/or protective clothing as may have been issued to them.
- (d) Employees may chose to either accept the safety boots supplied by Management or be provided with a safety boot allowance of \$140 per contract year. Boots must be CSA approved green patch. Payment will only be made upon production of a receipt.

23.03 An employee refusing to work on a job or in a work place or to operate any equipment where he/she believes it would be unsafe, shall be covered by the Ontario Occupational Health and Safety Act. There shall be no loss of pay or seniority during the period of refusal, nor shall there be a refusal to perform alternative work. No employee shall be ordered or permitted to work on a job which another has refused until the matter is investigated in accordance with the legislation.

23.04 It is understood that persons at the Grade 1 level will not be employed in known dangerous situations without supervision by experienced staff.

- 23.05** (a) Employees shall receive sick pay, at their current wage rate, for time lost owing to illness or exposure to a contagious disease for which the employee has been quarantined by the Medical Officer of Health.
- (b) Management shall only release information pertaining to a WSIB claim, including Form 7, upon written consent of the employee.

- (c) When Management requires more information or objects to a WSIB claim, Management shall notify the employee. With the written consent of the employee the information will be provided to the Union.

23.06 Both parties agree to work jointly to ensure an effective return to work program for employees who require workplace accommodation due to injury or illness. Employees shall have the right to Union representation in the return to work process as set out in the Early and Safe Return to Work Program (PER 008). Where the employees requests Union representation, when practicable the Union shall be notified by Management five (5) days in advance of meeting.

ARTICLE 24 - UNIFORMS

- 24.01**
- (a) Uniforms shall be required as a condition of employment for certain mutually agreed classifications and/or responsibilities.
 - (b) These uniforms shall be of a style and type designated by the Management and to be provided and maintained in good condition by the employer.
 - (c) The Management agrees to provide cleaning service for such uniforms while reserving the right to monitor the good condition of the uniforms. Employees will be required to take reasonable care of all uniforms that may have been issued to them,
 - (d) On termination of service with the Management all the uniforms revert to the Management.
 - (e) Employees are responsible for any and all clothing uniform items issued to them. It is therefore the responsibility of the employee to notify his/her Supervisor immediately of any losses and/or shortages.
- 24.02** Uniform parkas will be cleaned at least once a year at the Management's expense and if more frequent cleaning is necessary, it will be at the discretion of the Supervisor.

ARTICLE 25 - ALLOWANCES

- 25.01**
- (a) Employees assigned to perform the duties of an alternate job classification and working for more than one day at the alternate job, shall receive their regular rate or the minimum rate of the range of the job to which he/she has been transferred whichever is higher. Employees shall proceed through the range of rates of the job to which transferred. Employees requesting a transfer shall fall into the range of the job to which transferred.
 - (b) Employees temporarily assigned to non-bargaining unit positions shall receive the minimum rate for that job or the next higher rate if their regular rate exceeds the

minimum rate. In no case shall an employee receive a rate of pay which exceeds that of his/her immediate supervisor, including premiums. If an employee works in the position the day before and the day after a holiday or authorized leave of absence with pay, the higher rate of pay will apply.

- 25.02** (a) Employees required to drive Management vehicles must be in possession of the appropriate driver's licence to qualify them to operate such vehicle in accordance with the requirements of the law.
- (b) It shall be the employee's responsibility to inform the Management of the classification of his/her driver's licence.
- (c) Employees shall not normally be required to use their own vehicles to perform duties for Management, but if employees do use their own automobiles for authorized duties there shall be a travel allowance of forty-five **(45)** cents per kilometre paid.
- (d) Authorized parking charges will be paid also, upon presentation of receipts.
- 25.03** Employees who have finished their regular day of work and have clocked out and who are recalled back to work, shall be guaranteed a minimum of four **(4)** hours work, or pay for each such recall.
- 25.04** An employee who is injured while performing his/her assigned duties at work, during working hours, and who requires medical treatment, shall be transported to the place of such treatment by the Management and be paid for regular hours missed on the day of the injury, provided the employee reports back to work following treatment, or contacts his/her supervisor for instructions.
- 25.05** (a) An employee may be required in special circumstances, on instructions from his/her Supervisor, to stand by during time away from work up to the equivalent of a normal day.
- (b) To recompense the employee for standing by, the Management will pay four hour's pay at current straight time rates.
- (c) Should the employee work during the stand-by period, he/she will receive payment for the actual time worked at applicable rate or stand-by pay, whichever may be the greater.
- 25.06** (a) (i) The acting lead hand shall receive the rate of pay of the lead hand they are replacing. The lead hand shall be the person at the highest grades of the following classifications:

Custodian
Commissary Assistant

Craftsperson
Gardener
Keeper
Graphic Technician
Animal Health Technician
Office Clerk
Guest Services Clerk
Membership Clerk
Public Relations Assistant

- (ii) In the absence of the lead hand and supervisor, an acting lead hand shall be appointed for each of the following work sections subject to the provision of 25.06 (b), (c), and (d).

Animal Health Centre
Animal Nutrition Centre
Facilities & Services
Transit & Fleet
Australasia Pavilion
Eurasia Paddocks
Indo Malaya (Paddocks and Pavilion) and Main Barn
Americas
African Savanna
Canadian Animal Domain (including Outdoor Holdings)
Gardening & Materials Collection
Guest Services
Custodians
African Rainforest Pavilion
Elephants/Seals
Outreach and Discovery
Membership
Public Relations

- (b) For such absences of less than one hour, no acting appointment will be made but for such absences of more than one hour, the acting lead hand premium will be paid in full hour increments for all time for which the responsibility is held.
- (c) Acting lead hand appointments will not be made when only one person is scheduled to work the shift.
- (d) Persons who have not completed their probationary period will not be eligible for such appointments.

- (e) There shall be a minimum of .37 per hour differential between the top 2 grades as listed below;

Grade4	-	Grade 3
Grade3	-	Grade 2
Grade2	-	Grade 1

except for the classifications of Office Clerk, Guest Services Clerk and Maintenance Person.

25.07 A Craftsperson is understood to mean any person who is primarily occupied in a trade which is regulated under the Apprenticeship Act of Ontario. Other trades which are deemed applicable by the Management may also be included in this classification.

- 25.08** (a) Persons operating the backhoe and manure handling tractor (requiring a valid D license), cherry picker, vac-all truck, 3-ton and over dump truck, and garbage packer truck, will receive a heavy equipment premium of one dollar and two (\$1.02) cents per hour for those hours actually spent operating the equipment. Note: For the purpose of this Article, operating means either driving the vehicle or driving the vehicle and operating the equipment attached thereto. Increase to one dollar and five (\$1.05) cents per hour effective April 1, 2011. Increase to one dollar and ten (\$1.10) cents per hour effective April 1, 2012.
- (b) Persons operating chainsaws will receive a premium of one dollar and two (\$1.02) cents per hour for time actually spent operating the equipment. Increase to one dollar and five (\$1.05) cents per hour effective April 1, 2011. Increase to one dollar and ten (\$1.10) cents per hour effective April 1, 2012.
- (c) Employees required to spray pesticide will receive an one dollar and two (\$1.02) cents per hour for the time actually spent spraying. Increase to one dollar and five (\$1.05) cents per hour effective April 1, 2011. Increase to one dollar and ten (\$1.10) cents per hour effective April 1, 2012.
- (d) Employees who perform ferrier or black smith services, whose hours have been approved by the Veterinarian will be paid a premium of one dollar and two (\$1.02) cents for every hour actually spent performing those tasks. Increase to one dollar and five (\$1.05) cents per hour effective April 1, 2011. Increase to one dollar and ten (\$1.10) cents per hour effective April 1, 2012.
- (e) Persons operating a vehicle requiring C.V.O.R. Certification to transport live animals offsite will receive a premium of one dollar and two (\$1.02) cents per hour for time actually spent operating the vehicle. Increase to one dollar and **five (\$1.05)** cents per hour effective April 1, 2011. Increase to one dollar and ten (\$1.10) cents per hour effective April 1, 2012.

ARTICLE 26 - CLASSIFICATIONS & ESTABLISHMENTS

- 26.01 (a)** Management agrees to change the current job title of craftsperson to the following (see below) and amendments to clause 26.02.

HVACR Technician	Auto Mechanic
Plumber	Painter
Electrician	Locksmith
General Carpenter	Welder
Auto Body Repair	

The parties agree that this change in job titles does not constitute a change to the job duties and responsibilities as reflected in the job descriptions for the Craftsperson(s) classifications

- 26.02 (a)** Management shall draw up job descriptions for all classifications coming within the scope of the bargaining unit. Any changes to an existing job description, and all new job descriptions, will be forwarded to the Union for review. A meeting shall take place between the Management and the Union negotiation committee within ten (10) working days following receipt by the Union, in order for the Union to make representation.

- (b) Where possible, Management will provide the Union fourteen (14) calendar days written notice of its intention to delete any position and/or classification within the bargaining unit. The Management and the Union negotiation committee shall meet within ten (10) working days after receipt of the notification, by the Union, in order for the Union to make representation.

- (c) Should the Management find it necessary to implement a new classification and rate during the term of this Collective Agreement, then the Management shall inform the Union before it is implemented and the Union shall be allowed five (5) days to make representations to the Chief Executive Officer or his/her designate.

- 26.03** An establishment will exist at the Grade 2 level in the classification of Animal Health Technician, Graphics Technician, Exhibit Technician, Materials Collector, Public Relations Assistant, Guest Services Clerk, Maintenance Person and the following Trades positions; HVACR Technician, Plumber, Electrician, General Carpenter, Painter and Auto Mechanic. An establishment will also exist at the Grade 3 level in the classification of Accounting Clerk and Membership Clerk, and an establishment will exist at the Grade 4 level in the classifications of Keeper, Gardener, Nutrition Assistant and Custodian. Remaining job classifications are single grade positions.

- 26.04** As a general rule a person hired from outside the Zoo staff with virtually no experience, will be placed in the lowest grade of his/her classification. Any person who in

Management's judgement has had previous relevant experience may be appointed at any point of any grade in the appropriate classification.

- 26.05** Persons employed at the Grade 1 level of all classifications may be required to work in any other area of the Zoo with the understanding that such occurrences shall be kept to a minimum.

ARTICLE 27 - PROMOTIONS

- 27.01** Promotion is not automatic but a person may progress from one grade to the next by meeting the requirements of, a satisfactory evaluation by his/her supervisor, successfully completing a test relative to his/her work, and having completed the number of qualification years as set out below:

4 Grades

- (a) grade 1 to grade 2 - 2 years from starting date (or two (2) years from starting at the Grade 1 level).
- (b) grade 2 to grade 3 - 4 years from starting date (or 2 years from starting at the grade 2 level)
- (c) grade 3 to grade 4 - 7 years from starting date (or 3 years from starting at the grade 3 level).*

3 Grades

- (a) grade 1 to grade 2 - 2 years from starting date (or two years from starting at the grade 1 level).
- (b) grade 2 to grade 3 - 5 years from starting date (or 3 years from starting at the grade 2 level).*

* In these cases the successful completion of the promotion process qualifies the person to the next level, however, the promotion is subject to a vacancy in the establishment.

- 27.02** In assessing a person's eligibility for grade-to-grade promotion:

- (a) The Supervisor's evaluation will count for 50% of the requirement for promotion.
- (b) **The** examination will count for 50% of the requirement for promotion.
- (c) The requirement for promotion will be 65%.
- (d) Every attempt will be made to ensure the consistency of examination standards within each grade.

- (e) The examinations must be relevant to the work performed by a person in the classification and grade to which it applies.
- (f) Areas of examination questions may include, but are not limited to, site knowledge, safety, and job knowledge.

27.03 Examinations may be written within 6 months after completion of service requirements. On successful completion of the requirements for promotion, increased pay is retroactive to the date of qualification for examination. If the examination and evaluation results are not satisfactory, a person may re-apply and be tested 6 months after the previous examination date. Increased pay will then begin on the date on which the examination was successfully completed.

27.04 If, in the opinion of Management, a person should be moved to the next higher grade without completing the qualification periods established, that person can be promoted at any time and his/her next qualification period will begin on the date of promotion.

27.05 It is also understood that persons promoted to a higher grade level will receive the 6 months' rate of pay for that grade immediately upon promotion.

27.06 The parties agree that employees who apply for a vacant lead hand position and qualify in accordance with Article 27 will be considered for promotion. However, appointments, will be made by the Management, in accordance with the Collective Agreement, based on a further selection process designed to determine suitability for advancement, which shall include consideration of performance, examination results, interview results, experience and seniority.

27.07 If requested by the employee, an opportunity to review the results of an up grading examination will be given within one month of his/her writing the examination.

ARTICLE 28 - VOLUNTEERS

28.01 (a) The parties agree to the use of volunteers as follows:

- (i) Lead **group** tours around the Zoo. Includes school children, seniors, adults and groups with special needs such as blind, deaf, mentally and physically challenged.
- (ii) Give information at the front gate map and other maps on site as well as acting as stationary guides near animals. There shall be no reduction in the present use of bargaining unit members for educational functions through increased use of volunteers as stationary guides near animals.
- (iii) Operate touch tables.

- (iv) Present outreach programs.
 - (v) Assist in the preparation of fact sheets, slide shows and materials for outreach programs.
 - (vi) Gathering and preservation of artifacts.
 - (vii) Staffing Zoo display booths at places such as the C.N.E. or Harbourfront along with other Zoo personnel.
 - (viii) Helping out with teacher seminars when requested by the Education Branch.
 - (ix) Assisting staff with animal observation and flora documentation under close supervision.
 - (x) Assisting with Toronto Zoo fundraising events.
 - (xi) Educational commentaries throughout the Zoo. Union to be advised prior to commencement.
 - (xii) Helping at special events, such as special animal exhibits, with prior Union agreement.
 - (xiii) Providing services such as physical help to senior and disabled visitors.
 - (xiv) Writing and producing volunteer newsletters and other volunteer communications.
- (b) No duties, except those outlined in (a), may be performed unless mutually agreed to by Management and the Union.
 - (c) No employee in the bargaining unit shall lose employment or seniority because of the use of volunteers by the Management or the use of persons not employed by the Board of Management.
 - (d) No volunteers shall do a bargaining unit job.

ARTICLE 29 - GENERAL

29.01 The Union recognizes the right of the Management to monitor the attendance of employees.

29.02 (a) In the event of illness, employees will telephone their immediate supervisors as soon as practicable before the commencement of their shift.

(b) Where the supervisor is not available, the message may be left with the Control Centre and it is at the discretion of the supervisor to return the call.

(c) All such calls must be logged.

29.03 The President of the Union shall sign all Union correspondence addressed to the Chief Executive Officer except in the event of his/her absence, inability, or where it is a question of timeliness, in which event the Recording Secretary will sign such correspondence. All correspondence from Management to the Union shall be directed to the Recording-Secretary.

29.04 Any employee who resigns shall receive all monies except pension monies due to him/her payable within seven (7) work days of his/her last working day unless a request is made to the Human Resources Manager with reasonable grounds for more immediate payment.

29.05 Upon ratification of this agreement by both parties and following the preparation by the Chief Executive Officer or his/her designate of the actual contract for signature, the Union committee shall have the right to check that the agreed to language, style and form have been used and that alone. There shall be no attempts by the committee to re-negotiate the ratified Collective Agreement.

29.06 Employees shall not be subject to direction or interference in their work by persons other than members of the Zoo staff performing a supervisory function.

29.07 The Management will arrange to print the Collective Agreement at a Union Shop. Employees shall be provided with copies of this Collective Agreement. The cost of same shall be shared equally between the Union and the Management. Copies of the contract will be distributed by the Union to members of the bargaining unit.

29.08 Each employee shall be given an annual evaluation as close as practical to his/her anniversary date. **An** employee, if he/she requests, will be allowed 24 hours to study a copy of his/her evaluation before signing or making written comments on said evaluation. Only requests made at the time of evaluation will be allowed. Employees shall be able to discuss their evaluation with their immediate supervisor.

29.09 (a) An employee shall have the right upon giving a minimum of 24 hours written notice, to have access to and review of his/her personnel and medical files.

(b) An employee shall have the right to request copies of any material contained in his/her personnel file.

29.10 The personnel and medical records of an employee shall not be shared in any manner with any other employer or agent without the prior written consent of the employee concerned, unless required by legislation.

- 29.11** The personnel records of employees shall be maintained in the Human Resources Branch and recognized as the official employment record.

ARTICLE 30 - LEGAL COST REIMBURSEMENT

- 30.01** Where an employee is charged with an offense under the Criminal Code, The Highway Traffic Act, or other Statutes arising out of any act or acts done in the performance of his/her duties, it is the policy of the Board of Management that:
- (a) The employee charged shall, in the first instance, be responsible for his/her own defence including the retaining of legal counsel.
 - (b) If the employee is acquitted of the charge and his/her legal costs do not exceed \$5,000.00, the Chief Executive Officer shall be authorized to reimburse the employee for such costs on the approval of the Board of Management.
 - (c) Where an employee is acquitted and his/her legal costs exceed \$5,000.00, the account shall be referred to the Board of Management for their consideration.

ARTICLE 31 - DURATION.

- 31.01** The terms of this Collective Agreement, which supersedes all other written, expressed or implied, shall become effective from the 1st of **April**, 2010, until the 31st of March 2013.
- 31.02** In the event either party wishes to terminate or revise this agreement, they shall give the other party written notice not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the agreement, and shall meet as soon as practicable after such notice has been given with a view to reaching a new agreement.
- 31.03** In the event such notice is not given by either party, this agreement shall automatically renew itself for a further term of one (1) year and it shall continue to renew itself automatically from year to year thereafter unless written notice is given by either party to the other at a time within ninety (90) days prior to the expiry date.

APPENDIX A - WAGES

APRIL 1, 2010

<u>Classification</u>	<u>Start</u> <u>Rate</u>	<u>3 Mo.</u> <u>Rate</u>	<u>6 Mo.</u> <u>Rate</u>
Curatorial Assistant	\$27.57	\$29.40	\$30.63
Auto Mechanic Gd. 2	\$26.61	\$28.39	\$29.57
General Carpenter 2	\$26.61	\$28.39	\$29.57
Curatorial Keeper	\$26.61	\$28.39	\$29.57
Electrician 2	\$26.61	\$28.39	\$29.57
Keeper Gd. 4	\$26.61	\$28.39	\$29.57
HVACR Technician 2	\$26.61	\$28.39	\$29.57
Painter 2	\$26.61	\$28.39	\$29.57
Plumber 2	\$26.61	\$28.39	\$29.57
Reproduction Research Assistant	\$26.61	\$28.39	\$29.57
Animal Health Technician Gd. 2	\$25.67	\$27.38	\$28.52
Auto Body Repair	\$25.67	\$27.38	\$28.52
Auto Mechanic 1	\$25.67	\$27.38	\$28.52
General Carpenter 1	\$25.67	\$27.38	\$28.52
Electrician 1	\$25.67	\$27.38	\$28.52
Gardener Gd. 4	\$25.67	\$27.38	\$28.52
HVACR Technician 1	\$25.67	\$27.38	\$28.52
Keeper Gd. 3	\$25.67	\$27.38	\$28.52
Locksmith	\$25.67	\$27.38	\$28.52
Nutrition Lab Assistant	\$25.67	\$27.38	\$28.52
Nutrition Assistant Gd. 4	\$25.67	\$27.38	\$28.52
Painter 1	\$25.67	\$27.38	\$28.52
Public Relations Co-ordinator	\$25.67	\$27.38	\$28.52
Plumber 1	\$25.67	\$27.38	\$28.52
Welder	\$25.67	\$27.38	\$28.52

APPENDIX A - WAGES

APRIL 1, 2010

<u>Classification</u>	<u>Start</u> <u>Rate</u>	<u>3 Mo.</u> <u>Rate</u>	<u>6 Mo.</u> <u>Rate</u>
Graphics Technician Gd. 2	\$24.72	\$26.37	\$27.47
Public Relations Assistant Gd 2	\$24.72	\$26.37	\$27.47
Keeper Gd 2	\$24.72	\$26.37	\$27.47
Education Co-ordinator	\$24.72	\$26.37	\$27.47
Curatorial Gardener	\$24.72	\$26.37	\$27.47
Service Technician	\$24.72	\$26.37	\$27.47
Exhibit Technician Gd 2	\$24.72	\$26.37	\$27.47
Gardener Gd 3	\$23.77	\$25.35	\$26.41
Animal Health Technician Gd 1	\$23.77	\$25.35	\$26.41
Control Officer	\$23.77	\$25.35	\$26.41
Development Programs Co-ordinator	\$23.77	\$25.35	\$26.41
Exhibit Technician Gd 1	\$23.77	\$25.35	\$26.41
Accounting Clerk Gd 3	\$23.77	\$25.35	\$26.41
Graphics Technician Gd 1	\$23.77	\$25.35	\$26.41
Co-ordinator of Volunteers	\$23.77	\$25.35	\$26.41
Registrar	\$23.77	\$25.35	\$26.41
Webmaster	\$23.77	\$25.35	\$26.41

APPENDIX A - WAGES

APRIL 1, 2010

<u>Classification</u>	<u>Start Rate</u>	<u>3 MO. Rate</u>	<u>6 Mo. Rate</u>
Materials Collection			
Gd 2	\$22.82	\$24.35	\$25.36
Public Relations			
Assistant Gd 1	\$22.82	\$24.35	\$25.36
Programs Co- ordinator	\$22.82	\$24.35	\$25.36
Keeper Gd 1	\$22.82	\$24.35	\$25.36
Custodian Gd 4	\$22.82	\$24.35	\$25.36
Membership Clerk Gd 3	\$22.82	\$24.35	\$25.36
Adopt-A-Pond Co- ordinator	\$22.82	\$24.35	\$25.36
Purchasing & Supply Clerk	\$22.82	\$24.35	\$25.36
Gardener Gd 2	\$22.82	\$24.35	\$25.36
Nutrition Assistant Gd 3	\$22.82	\$24.35	\$25.36
Guest Services Clerk Gd 2	\$22.82	\$24.35	\$25.36
Data Base			
Co-ordinator	\$22.82	\$24.35	\$25.36
Retail & Rides Clerk	\$22.82	\$24.35	\$25.36

APPENDIX A - WAGES

APRIL 1, 2010

<u>Classification</u>	<u>Start</u> <u>Rate</u>	<u>3 Mo.</u> <u>Rate</u>	<u>6 Mo.</u> <u>Rate</u>
Apprenticeship			
Tradesperson	\$21.88	\$23.34	\$24.31
Curatorial Officer			
Clerk	\$21.88	\$23.34	\$24.31
Receiving & Supply			
Clerk	\$21.88	\$23.34	\$24.31
Office Clerk Gd 3	\$21.88	\$23.34	\$24.31
Materials Collection			
Gd 1	\$21.88	\$23.34	\$24.31
Gardener Gd 1	\$20.93	\$22.32	\$23.25
Guest Services Clerk			
Gd 1	\$20.93	\$22.32	\$23.25
Nutrition Assistant Gd			
2	\$20.93	\$22.32	\$23.25
Membership Clerk Gd			
2	\$20.93	\$22.32	\$23.25
Custodian Gd 3	\$20.93	\$22.32	\$23.25
Accounting Clerk			
Gd 2	\$20.93	\$22.32	\$23.25
Maintenance Person			
Gd 2	\$20.93	\$22.32	\$23.25

APPENDIX A - WAGES

APRIL 1, 2010

<u>Classification</u>	<u>Start</u> <u>Rate</u>	<u>3 Mo.</u> <u>Rate</u>	<u>6 Mo.</u> <u>Rate</u>
Membership Clerk			
Gd 1	\$19.98	\$21.31	\$22.20
Education Assistant	\$19.98	\$21.31	\$22.20
Custodian Gd 2	\$19.98	\$21.31	\$22.20
Nutrition Assistant			
Gd 1	\$19.04	\$20.30	\$21.15
Maintenance Person			
Gd 1	\$19.04	\$20.30	\$21.15
Accounting Clerk			
Gd 1	\$19.04	\$20.30	\$21.15
Custodian Gd 1	\$18.08	\$19.29	\$20.09

NOTE

Starting rate is calculated at 90% of the 6 month rate.

Three month rate is calculated at 96% of the 6 month rate.

APPENDIX A - WAGES

APRIL 1, 2011

<u>Classification</u>	<u>Start Rate</u>	<u>3 Mo. Rate</u>	<u>6 Mo. Rate</u>
Curatorial Assistant	\$28.19	\$30.07	\$31.32
Auto Mechanic Gd. 2	\$27.22	\$29.03	\$30.24
General Carpenter 2	\$27.22	\$29.03	\$30.24
Curatorial Keeper	\$27.22	\$29.03	\$30.24
Electrician 2	\$27.22	\$29.03	\$30.24
Keeper Gd. 4	\$27.22	\$29.03	\$30.24
HVACR Technician 2	\$27.22	\$29.03	\$30.24
Painter 2	\$27.22	\$29.03	\$30.24
Plumber 2	\$27.22	\$29.03	\$30.24
Reproduction Research Assistant	\$27.22	\$29.03	\$30.24
Animal Health Technician Gd. 2	\$26.24	\$27.99	\$29.16
Auto Body Repair	\$26.24	\$27.99	\$29.16
Auto Mechanic 1	\$26.24	\$27.99	\$29.16
General Carpenter 1	\$26.24	\$27.99	\$29.16
Electrician 1	\$26.24	\$27.99	\$29.16
Gardener Gd. 4	\$26.24	\$27.99	\$29.16
HVACR Technician 1	\$26.24	\$27.99	\$29.16
Keeper Gd. 3	\$26.24	\$27.99	\$29.16
Locksmith	\$26.24	\$27.99	\$29.16
Nutrition Lab Assistant	\$26.24	\$27.99	\$29.16
Nutrition Assistant Gd. 4	\$26.24	\$27.99	\$29.16
Painter 1	\$26.24	\$27.99	\$29.16
Public Relations Co-ordinator	\$26.24	\$27.99	\$29.16
Plumber 1	\$26.24	\$27.99	\$29.16
Welder	\$26.24	\$27.99	\$29.16

APPENDIX A - WAGES

APRIL 1, 2011

<u>Classification</u>	<u>Start</u> <u>Rate</u>	<u>3 Mo.</u> <u>Rate</u>	<u>6 Mo.</u> <u>Rate</u>
Graphics Technician Gd. 2	\$25.28	\$26.97	\$28.09
Public Relations Assistant Gd 2	\$25.28	\$26.97	\$28.09
Keeper Gd 2	\$25.28	\$26.97	\$28.09
Education Co-ordinator	\$25.28	\$26.97	\$28.09
Curatorial Gardener	\$25.28	\$26.97	\$28.09
Service Technician	\$25.28	\$26.97	\$28.09
Exhibit Technician Gd 2	\$25.28	\$26.97	\$28.09
Gardener Gd 3	\$24.30	\$25.92	\$27.00
Animal Health Technician Gd 1	\$24.30	\$25.92	\$27.00
Control Officer	\$24.30	\$25.92	\$27.00
Development Programs Co-ordinator	\$24.30	\$25.92	\$27.00
Exhibit Technician Gd 1	\$24.30	\$25.92	\$27.00
Accounting Clerk Gd 3	\$24.30	\$25.92	\$27.00
Graphics Technician Gd 1	\$24.30	\$25.92	\$27.00
Co-ordinator of Volunteers	\$24.30	\$25.92	\$27.00
Registrar	\$24.30	\$25.92	\$27.00
Webmaster	\$24.30	\$25.92	\$27.00

PROSPECT RES. OFFICER

APPENDIX A – WAGES

APRIL 1, 2011

<u>Classification</u>	<u>Start Rate</u>	<u>3 Mo. Rate</u>	<u>6 Mo. Rate</u>
Materials Collection Gd 2	\$23.34	\$24.89	\$25.93
Public Relations Assistant Gd 1	\$23.34	\$24.89	\$25.93
Programs Co- ordinator	\$23.34	\$24.89	\$25.93
Keeper Gd 1	\$23.34	\$24.89	\$25.93
Custodian Gd 4	\$23.34	\$24.89	\$25.93
Membership Clerk Gd 3	\$23.34	\$24.89	\$25.93
Adopt-A-Pond Co- ordinator	\$23.34	\$24.89	\$25.93
Purchasing & Supply Clerk	\$23.34	\$24.89	\$25.93
Gardener Gd 2	\$23.34	\$24.89	\$25.93
Nutrition Assistant Gd 3	\$23.34	\$24.89	\$25.93
Guest Services Clerk Gd 2	\$23.34	\$24.89	\$25.93
Data Base Co-ordinator	\$23.34	\$24.89	\$25.93
Retail & Rides Clerk	\$23.34	\$24.89	\$25.93

APPENDIX A – WAGES

APRIL 1, 2011

<u>Classification</u>	Start	3 Mo.	6 Mo.
Apprenticeship			
Tradesperson	\$22.37	\$23.87	\$24.86
Curatorial Officer			
Clerk	\$22.37	\$23.87	\$24.86
Receiving & Supply			
Clerk	\$22.37	\$23.87	\$24.86
Office Clerk Gd 3	\$22.37	\$23.87	\$24.86
Materials Collection			
Gd 1	\$22.37	\$23.87	\$24.86
Gardener Gd 1	\$21.39	\$22.82	\$23.77
Guest Services Clerk			
Gd 1	\$21.39	\$22.82	\$23.77
Nutrition Assistant Gd			
2	\$21.39	\$22.82	\$23.77
Membership Clerk Gd			
2	\$21.39	\$22.82	\$23.77
Custodian Gd 3	\$21.39	\$22.82	\$23.77
Accounting Clerk			
Gd 2	\$21.39	\$22.82	\$23.77
Maintenance Person			
Gd 2	\$21.39	\$22.82	\$23.77

APPENDIX A – WAGES

APRIL 1, 2011

<u>Classification</u>	Start	3 Mo.	6 Mo.
Membership Clerk			
Gd 1	\$20.43	\$21.79	\$22.70
Education Assistant	\$20.43	\$21.79	\$22.70
Custodian Gd 2	\$20.43	\$21.79	\$22.70
Nutrition Assistant			
Gd 1	\$19.47	\$20.76	\$21.63
Maintenance Person			
Gd 1	\$19.47	\$20.76	\$21.63
Accounting Clerk			
Gd 1	\$19.47	\$20.76	\$21.63
Custodian Gd I	\$18.49	\$19.72	\$20.54

NOTE

Starting rate is calculated at 90% of the 6 month rate.

Three month rate is calculated at 96% **of** the 6 month rate.

APPENDIX A – WAGES

APRIL 1, 2012

<u>Classification</u>	<u>Start</u> <u>Rate</u>	<u>3 Mo.</u> <u>Rate</u>	<u>6 Mo.</u> <u>Rate</u>
Curatorial Assistant	\$28.68	\$30.60	\$31.87
Auto Mechanic Gd. 2	\$27.69	\$29.54	\$30.77
General Carpenter 2	\$27.69	\$29.54	\$30.77
Curatorial Keeper	\$27.69	\$29.54	\$30.77
Electrician 2	\$27.69	\$29.54	\$30.77
Keeper Gd. 4	\$27.69	\$29.54	\$30.77
HVACR Technician 2	\$27.69	\$29.54	\$30.77
Painter 2	\$27.69	\$29.54	\$30.77
Plumber 2	\$27.69	\$29.54	\$30.77
Reproduction Research Assistant	\$27.69	\$29.54	\$30.77
Animal Health Technician Gd. 2	\$26.70	\$28.48	\$29.67
Auto Body Repair	\$26.70	\$28.48	\$29.67
Auto Mechanic 1	\$26.70	\$28.48	\$29.67
General Carpenter 1	\$26.70	\$28.48	\$29.67
Electrician 1	\$26.70	\$28.48	\$29.67
Gardener Gd. 4	\$26.70	\$28.48	\$29.67
HVACR Technician 1	\$26.70	\$28.48	\$29.67
Keeper Gd. 3	\$26.70	\$28.48	\$29.67
Locksmith	\$26.70	\$28.48	\$29.67
Nutrition Lab Assistant	\$26.70	\$28.48	\$29.67
Nutrition Assistant Gd. 4	\$26.70	\$28.48	\$29.67
Painter 1	\$26.70	\$28.48	\$29.67
Public Relations Co-ordinator	\$26.70	\$28.48	\$29.67
Plumber 1	\$26.70	\$28.48	\$29.67
Welder	\$26.70	\$28.48	\$29.67

APPENDIX A – WAGES

APRIL 1, 2012

<u>Classification</u>	<u>Start Rate</u>	<u>3 Mo. Rate</u>	<u>6 Mo. Rate</u>
Graphics Technician Gd. 2	\$25.72	\$27.44	\$28.58
Public Relations Assistant Gd 2	\$25.72	\$27.44	\$28.58
Keeper Gd 2	\$25.72	\$27.44	\$28.58
Education Co-ordinator	\$25.72	\$27.44	\$28.58
Curatorial Gardener	\$25.72	\$27.44	\$28.58
Service Technician	\$25.72	\$27.44	\$28.58
Exhibit Technician Gd 2	\$25.72	\$27.44	\$28.58
Gardener Gd 3	\$24.72	\$26.37	\$27.47
Animal Health Technician Gd 1	\$24.72	\$26.37	\$27.47
Control Officer	\$24.72	\$26.37	\$27.47
Development Programs Co-ordinator	\$24.72	\$26.37	\$27.47
Exhibit Technician Gd 1	\$24.72	\$26.37	\$27.47
Accounting Clerk Gd 3	\$24.72	\$26.37	\$27.47
Graphics Technician Gd 1	\$24.72	\$26.37	\$27.47
Co-ordinator of Volunteers	\$24.72	\$26.37	\$27.47
Registrar	\$24.72	\$26.37	\$27.47
Webmaster	\$24.72	\$26.37	\$27.47

APPENDIX A – WAGES

APRIL 1, 2012

<u>Classification</u>	<u>Start</u> <u>Rate</u>	<u>3 Mo.</u> <u>Rate</u>	<u>6 Mo.</u> <u>Rate</u>
Materials Collection			
Gd 2	\$23.74	\$25.32	\$26.38
Public Relations			
Assistant Gd 1	\$23.74	\$25.32	\$26.38
Programs Co- ordinator	\$23.74	\$25.32	\$26.38
Keeper Gd 1	\$23.74	\$25.32	\$26.38
Custodian Gd 4	\$23.74	\$25.32	\$26.38
Membership Clerk Gd 3	\$23.74	\$25.32	\$26.38
Adopt-A-Pond Co- ordinator	\$23.74	\$25.32	\$26.38
Purchasing & Supply Clerk	\$23.74	\$25.32	\$26.38
Gardener Gd 2	\$23.74	\$25.32	\$26.38
Nutrition Assistant Gd 3	\$23.74	\$25.32	\$26.38
Guest Services Clerk Gd 2	\$23.74	\$25.32	\$26.38
Data Base			
Co-ordinator	\$23.74	\$25.32	\$26.38
Retail & Rides Clerk	\$23.74	\$25.32	\$26.38

APPENDIX A – WAGES

APRIL 1, 2012

<u>Classification</u>	<u>Start</u> <u>Rate</u>	<u>3 Mo.</u> <u>Rate</u>	<u>6 Mo.</u> <u>Rate</u>
Apprenticeship			
Tradesperson	\$22.77	\$24.29	\$25.30
Curatorial Officer			
Clerk	\$22.77	\$24.29	\$25.30
Receiving & Supply			
Clerk	\$22.77	\$24.29	\$25.30
Office Clerk Gd 3	\$22.77	\$24.29	\$25.30
Materials Collection			
Gd 1	\$22.77	\$24.29	\$25.30
Receiving & Supply			
Clerk	\$22.77	\$24.29	\$25.30
Office Clerk Gd 3	\$22.77	\$24.29	\$25.30
Materials Collection			
Gd 1	\$22.77	\$24.29	\$25.30
Gardener Gd 1	\$21.77	\$23.22	\$24.19
Guest Services Clerk			
Gd 1	\$21.77	\$23.22	\$24.19
Nutrition Assistant Gd			
2	\$21.77	\$23.22	\$24.19
Membership Clerk Gd			
2	\$21.77	\$23.22	\$24.19
Custodian Gd 3	\$21.77	\$23.22	\$24.19
Accounting Clerk			
Gd 2	\$21.77	\$23.22	\$24.19
Maintenance Person			
Gd 2	\$21.77	\$23.22	\$24.19

APPENDIX A – WAGES

APRIL 1, 2012

<u>Classification</u>	<u>Start</u> <u>Rate</u>	<u>3 Mo.</u> <u>Rate</u>	<u>6 Mo.</u> <u>Rate</u>
Membership Clerk			
Gd 1	\$20.79	\$22.18	\$23.10
Education Assistant	\$20.79	\$22.18	\$23.10
Custodian Gd 2	\$20.79	\$22.18	\$23.10
Nutrition Assistant			
Gd 1	\$19.81	\$21.13	\$22.01
Maintenance Person			
Gd 1	\$19.81	\$21.13	\$22.01
Accounting Clerk			
Gd 1	\$19.81	\$21.13	\$22.01
Custodian Gd 1	\$18.49	\$19.72	\$20.90

NOTE

Starting rate is calculated at 90% of the 6 month rate.

Three month rate is calculated at 96% of the 6 month rate.

APPENDIX B

LETTER OF INTENT

1. The employees' portion of the Employment Insurance Commission rebate, if any, shall be paid to and deposited into the Local 1600 Benevolent Fund on an annual basis.
2. Job Sharing - The parties agree that no new job shares shall commence without the consent of the Union.
3. Retirement Benefits - Management agrees that it will review any benefits extended by the City of Toronto to its retired employees 65 years of age and over, with a view to considering extending the equivalent benefits to Zoo staff who retire at age 65.
4. Pensions - Management agrees that it will review any improvements to the pension plan extended by the City of Toronto with a view to considering extending the equivalent benefits to Zoo staff.

no

APPENDIX C

An employee in receipt of Workplace Safety & Insurance Board compensation who is on the active payroll shall continue to receive the following benefits.

1. Seniority: Continues to accumulate.
2. Pay: Provided the employee has qualified for leave for illness allowance in accordance with Article 18B, the Management will pay an amount equal to the difference between the amount payable by the Workplace Safety & Insurance Board and the rate of pay of the employee's classification. The said difference to be deducted from the employee's leave for illness allowance. Upon request, the employee will provide official verification of the amount of the claim.
3. Sick Days: Accrue at 1.5 days per month as normal.
4. Vacation Pay: Normal accrual. (Vacation pay may be requested while Workplace Safety & Insurance Board compensation, during which time sick pay will be interrupted.
5. Statutory Holidays: Paid while sick benefits apply.
6. Floating Day: As per Collective Agreement. (may be used as eight (8) hour day or to save sick pay.)
7. O.H.I.P.: (Ontario Hospital Insurance Plan) Paid by Toronto Zoo.
8. Major Medical Drug Plan: Paid by Toronto Zoo.
9. Long Term Disability: Paid by Toronto Zoo.
10. Dental Care Plan: Paid by Toronto Zoo.
11. Group Life: Zoo pays benefits, employee pays own portion.
12. O.M.E.R.S.: (Ontario Municipal Employees Retirement System) Employee may elect to pay their full portion for the first four (4) months; employer will match portion.

OR

they may elect not to pay, in which case they lose credit for that period. First of the fifth month, disability waiver becomes effective. Full credit **for** service is made at no cost.

13. C.P.P.: (Canada Pension Plan) Is paid as applicable.

14. E.I.C.: (Employment Insurance Commission) Is paid as applicable.

APPENDIX D

LETTER OF AGREEMENT

The Management agrees that, notwithstanding anything to the contrary contained in Article 4.01, it will maintain a work force of not less than 150 full-time permanent employees until the expiry date of the Collective Agreement.

APPENDIX E

PROPOSAL FOR 12 HOUR SHIFTS – UTILITIES MAINTENANCE

1. **HOURS OF WORK:** Provided that approval is granted by the Director of Employment Standards, hours of work will be averaged to result in eighty hours bi-weekly. Overtime will be paid at the rate of time and one half **for** all hours worked in excess of eighty hours in a pay period.
2. **COSTS:** Introduction of the twelve hour shift will not result in any additional cost to the Management or a reduction in the total number of hours to be worked by an employee annually.
- 3; **-AGREEMENT:--**All employees of the Utilities Unit must agree to work the proposed twelve hours schedule prior to an application being made to the Director of Employment Standards. If permission is granted to introduce the proposed schedule, either the Union or the Management may withdraw their agreement by providing the other party a minimum of one month's notice.
4. **SHIFTS:** Twelve hour shifts will be scheduled commencing at the pay period immediately proceeding or following the Sunday prior to Thanksgiving Day. Twelve hour scheduling will be discontinued as of the Sunday immediately prior to the Victoria Day holiday. Commencement or completion of this schedule may be varied depending on weather conditions.
5. **LEAVE ENTITLEMENT:** Leave for illness, vacation, float days and holidays will be earned as per the Collective Agreement. For the purpose of calculating the leave entitlement, a day shall be deemed to be eight hours. All entitlements used will be deducted on an hour per hour basis.
6. **BREAKS:** While on twelve hour shifts, each employee shall receive two ten minute coffee breaks. There shall be one paid half hour lunch periods and one unpaid half hour lunch period. The half hour unpaid meal break may be used to update and brief the replacement staff on the following shift. Employees will be on site for period of twelve and one half hours from the start of their shift. This time period is off-set by the second lunch period. The times and location of the break periods shall be assigned by the Management. Employees will remain on call and subject to assignment, without prior notice. Should an employee be called for assignment from both break periods, on one shift, he/she shall be paid at the rate of time and one half for the second such call out.
7. **APPLICATION:** The proposed schedule and any conditions outlined in #1 to #6 above, shall apply only to employees assigned to the Utilities Unit and only during the periods outlined in #4 above. The exception to this being that weather conditions may dictate that variation is necessary.

8. MONITORING: **Any** problems an/or concerns arising from the commencement of the proposed shift schedule will be placed on the agenda of the Labour/Management Committee meeting at the first practical opportunity.
9. REVIEW: Both parties agree to meet within two months of the introduction of the proposed schedule in order to review its operation.

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APPENDIX F

LETTER OF UNDERSTANDING – LEAD HANDS

The parties will agree to review the appointment of lead hands and acting lead hands (Articles 25.06(a)(i) and (ii)) with a view to establishing consistent and fair practices.

PPENDIX G

LETTER OF UNDERSTANDING

PLACEMENT OF FULL-TIME RETAIL/MEMBERSHIP EMPLOYEES

Current employee (Helen Bulpitt) governed by the Retail/Membership full-time agreement as of April 1, 2000, shall be entitled to the provisions of Article 13.02 as noted herein:

13:02 The regular work week shall be five (5) days of seven (7) hours work each day. The starting times for all employees on the day shift shall occur between the hours of 06:00 and 11:00 and finish seven (7) worked hours later

All Retail/Membership employees hired subsequent to April 1, 2000, shall be subject to Article 14.02 of the Main Agreement, with respect to start times, and Article 14.03 with respect to hours of work.

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APPENDIX RE: NON-PERMANENT STAFF

DEFINITIONS OF CATEGORIES

- A. **TEMPORARY:** hired for a specific period of time to replace a full-time permanent employee who is absent from his/her position by reason of illness, accident, approved leave of absence, or assignment to a special project.
- B. **PART-TIME EMPLOYEE:** hired for an indefinite period of time and works 24 hours or less per week on a regular basis.
- C. **SEASONAL:** Persons employed in guest services, rides, membership, retail, public ~~relations, from March—1st to Thanksgiving Day inclusive, education, curatorial, and~~ custodial from March 1st to Labour Day, or in any other area of the Zoo from May 1st to Labour Day inclusive.
- D. **CASUAL & GRANT EMPLOYEES:** Persons hired to work on specific projects of limited duration.

Projects for Casual Employees will not usually exceed six (6) months.

Projects for Grant Employees will not exceed six (6) months.

The Employer shall advise the Union of the nature, wage rates, and expected duration of the special project as soon as practical.

PREAMBLE TO APPENDIX

It is understood and agreed that Seasonal, Part-time, Temporary and Casual/Grant employees shall only be entitled to the rights and benefits contained in this appendix to the Collective Agreement.

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ARTICLE 1 - PURPOSE

- 1.01** The purpose of this agreement is to maintain-the efficient and harmonious working relationship between the Management and its Unionized employees and to set forth the general working conditions and wages applicable to the specified employees, and to provide a means of presenting complaints and grievances formally between the two parties.

ARTICLE 2 - RECOGNITION & SCOPE

- 2.01** The Management recognizes the Union as the sole and exclusive bargaining agent for all employees in that physical area known as the Toronto Zoo and its immediate environs, which includes barns either leased or operated by the Management, save and except Supervisors; Curators; Systems Administrators; Assistants to the Chief Executive Officer, Chief Operating Officer, ~~Executive Directors and Directors and any other person~~ performing confidential and labour relations functions in the Human Resources Branch who has access to confidential information; Payroll Supervisor; Nursing Staff; Safety & Security Officers; Administrative Support Clerk.
- 2.02** In this article 'Supervisors' means persons exercising Managerial functions in accordance with the Ontario Labour Relations Act, R.S.O. 1993, c.L-2.
- 2.03** No employee shall be hired under this Appendix at the expense of a full time permanent employee.

ARTICLE 3 - NO DISCRIMINATION

- 3.01** Neither the Management nor the Union, nor any representative of either party shall discriminate against, interfere with, restrict or coerce any employee because of any participation or lack of participation in any Union activity.
- 3.02** No employee shall be required to make a written or oral agreement with the Management which conflicts with the specific terms of this Collective Agreement.
- 3.03** The employer agrees that there will be no discrimination, interference, restriction, or coercion exercised or practised with respect to any person in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, nationality, ancestry, place of origin, political or religious affiliation, sex or marital status, sexual orientation, family status, handicap, place of residence, nor by reason of his/her membership or activity in the Union.
- 3.04** Every employee has the right to be free from harassment in the workplace and from any reprisal or threat of reprisal for the rejection of such behaviour.

Therefore, the parties agree that they will give their full support to the spirit and intent of the protection of the Ontario Human Rights Code, 1981, as amended and/or any other

legislation that may be enacted from time-to-time, and the Board's Official Policy on Human Rights and Harassment in the Workplace (PER-011) for the purpose of protecting or strengthening these rights.

3.05 Employees who are related, or become related,

- (a) May not work in the same immediate work area;
- (b) May not work under the same direct supervisor; and
- (c) May not report one to the other.

A relation includes spouse, declared common-law spouse, parent, stepparent, brother, sister, stepbrother, stepsister, child, stepchild, parent-in-law, son/daughter-in-law, and brother/sister-in-law. Management reserves its right to resolve conflicts of interest that might otherwise arise between two close relatives employed by the Toronto Zoo.

ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS

- 4.01** Save and except any clause in this Collective Agreement, the Management shall have the absolute right to increase or decrease the establishments, to schedule, direct, recruit, discharge, classify, transfer, promote, demote, maintain order, discipline and efficiency and without restricting the generality of the foregoing, select, acquire, install and operate any equipment, plant and machinery as it deems necessary.
- 4.02** Said absolute rights shall not be exercised in an arbitrary or discriminatory manner or a manner inconsistent with the provisions of this Appendix.

ARTICLE 5 - UNION CONDITIONS

- 5.01** The Management will inform every new employee of the existence of the Collective Agreement and direct their attention to Articles 5.02, 5.03 and 5.05.
- 5.02** All employees coming within the scope of this Appendix shall become members of the Union upon commencement of employment and thereafter shall remain as such members in good standing, according to the Constitution of the Canadian Union of Public Employees.
- 5.03** (a) The Management will deduct the regular Union dues, initiation fees, special levies, and assessments from the wages of all employees in the bargaining unit from the first bi-weekly pay cheque following the date of employment and thereafter from every bi-weekly pay cheque.

- (b) The Management shall notify the Recording Secretary of the Union of all new bargaining unit employees, their names, their supervisor's name and date of enrollment each month.
 - (c) The Management shall introduce a Union Representative and Union President at the yearly orientation meetings for the purpose of informing seasonal members about the Union activities and conditions. For those employees who are hired for other than seasonal work Article 6.03 of the Full-time Permanent section will apply.
- 5.04** The Management shall forward such deductions to the Secretary-Treasurer of the Union not later than 30 days following said deductions, and a list of the employees from whom the deductions were made will accompany such remittance.
- 5.05** ~~The Management shall not be required to discharge an employee who has been expelled or suspended from membership in the Union.~~
- 5.06** The Union shall save the Management harmless for any and all amounts deducted from employees' earnings in accordance with the terms in this article.
- 5.07** (a) The Management shall notify the Recording Secretary of the Union, within one month of all terminations, resignations, transfers, transfers outside of the bargaining unit, promotions and leaves of absence in excess of one week granted to members of the Bargaining Unit.
- (b) The Union will be notified two (2) weeks following Labour Day of all seasonal employees who have completed their assignments. Seasonal employee terminations occurring prior to Labour Day will be forwarded on a bi-weekly basis.
- 5.08** There will be no Union meetings at the Zoo site without the express written consent of the Chief Executive Officer or his/her designate.
- 5.09** The Union may use the Management's bulletin boards on which to post notices, provided such notices are first approved by the Chief Executive Officer or his/her designate.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

- 6.01** During the term of this collective agreement, the Union agrees that it will not strike, and the Management agrees that there will be no lockout, as those terms are defined in The Labour Relations Act of the Province of Ontario.

ARTICLE 7 - UNION REPRESENTATION

- 7.01** (a) The Union may select a committee of up to six (6) employees who shall represent the Union and employees at negotiations. If six (6) employees are used, one (1) employee shall be an employee covered by the Appendix. The Management shall

recognize such committee when the Union informs the Management of their names in writing.

- (b) For discussion of complaints and/or grievances a committee consisting of not more than three (3) employees shall represent the Union.

7.02 Employees selected to act as Union officers shall not neglect the regular duties they have to perform, in order to participate in Union activity, without the consent of their supervisor. In return for this, the Board will pay the Union officers their regular wages while participating in direct meetings with the Management during the employees regular working hours. This compensation shall not apply to Union meetings or arbitration meetings held during the employee's regular working hours.

7.03 The Board will pay the Union committee members their regular wages while participating in negotiations with the Management during the employees' regular working hours. If the employees are scheduled to work other than a regular day shift, or have a scheduled day off on the day of a negotiation meeting, appropriate arrangements will be made through their supervisor. Each day of negotiations shall be considered the regular day shift for all Union committee members.

7.04 A national representative of the Union shall have the right to visit the property of Management provided that the representative shall obtain prior consent by telephone or in writing to the Chief Executive Officer or Human Resources Manager or his/her designate by giving reasonable advance notice and provided further that such visit does not interfere with the operation and administration of Management.

7.05 The Management will provide during the duration of this Collective Agreement three (3) days to each member of the Union Negotiating Committee for the purpose of preparing proposals for Collective Bargaining. Pay shall be at regular hourly rates, for a regular work day and shall only be applicable if the employee was scheduled to work on that day. Time off must be requested at least one (1) week in advance.

ARTICLE 8 - COMPLAINT AND GRIEVANCE PROCEDURE

- 8.01** (a) Employees shall verbally bring to the attention of their immediate supervisor or his/her designate, any complaints they may have and may request a Union Representative to be present. The immediate supervisor shall reply within two (2) working days. If the decision of the immediate supervisor or his/her designate is not acceptable, any complaint must be presented to the Management within five (5) working days after receiving the supervisor's answer. The Management may refuse to consider any complaint not presented within the five (5) working days mentioned above.

- (b) Any disciplinary action or notice given to an employee or employees must be given within ten (10) working days of the employer becoming aware of the incident, provided the employee is available. Otherwise the disciplinary action or notice will be given within ten (10) working days of the employees's return to work.

8.02 If the complaint of an employee cannot be resolved with their immediate supervisor, then the matter becomes a grievance which shall be reduced to writing, dated, and signed, and presented to the Chief Executive Officer or his/her designate within the five (5) working day period set out in 8.02 above, and processed as follows:

- 8.03** (a) If a complaint or grievance affects a majority of employees in the bargaining unit or a particular branch, then the matter may be presented by the Union at Step No.2 of the grievance procedure within ten (10) working days of the circumstances giving rise to the grievance.
- (b) Similarly if the Management has a complaint or grievance concerning the conduct of the Union or its committee member or members, then this may be presented to the Union at Step No.2 of the grievance procedure within ten (10) working days of the circumstances giving rise to the grievance. Either of these grievances may proceed to arbitration if necessary.

STEP NO. 1

The employee involved shall present the written grievance to the Chief Executive Officer or his/her designate, and there shall be a written reply to the grievance within five (5) working days of receipt. The employee may be accompanied by a Union officer, if desired.

STEP NO. 2

If the written reply is not satisfactory to the Union, then there shall be a meeting within five (5) working days of receipt of the written reply. The meeting will include the grievor, a Union committee, a full-time representative of the Union, if requested by either party, the grievor's supervisor and the Chief Executive Officer or his/her designate. A written decision shall be given to the grievor within five (5) working days following this meeting. If this decision does not resolve the grievance then any request for arbitration must be made within five (5) working days following receipt of the written decision by the grievor.

8.04 No matter may proceed to arbitration without being properly carried through the steps of the grievance procedure as outlined above.

8.05 Any grievance alleging unjust discharge or suspension shall be treated as a special grievance if it is placed in writing, dated and signed and presented directly to the Chief Executive Officer or his/her designate within three (3) working days of the occurrence at Step No.2 of the grievance procedure. The matter shall proceed from there, including arbitration if necessary.

- 8.06** Any of the time limits set out above may be extended by mutual agreement between the parties involved. For purposes of this article, working days shall be Monday to Friday inclusive.
- 8.07** Copies of all written replies from Management related to any step of the grievance procedure, shall be forwarded to the Secretary of the Union. A copy will also be sent to the Chief Shop Steward.
- 8.08** It is understood by both the Union and Management that they may mutually agree to refer a grievance to mediation prior to proceeding to arbitration. It is understood that the costs of the mediation will be on an equal cost-sharing basis.

ARTICLE 9 - ARBITRATION

- 9.01** (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Collective Agreement, including any question as to whether a matter is arbitrable, or when an allegation is made that this Collective Agreement has been violated, either of the parties may, after exhausting the grievance procedure, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's suggestion for an arbitrator. The recipient of the notice shall, within five (5) days inform the other party of the name of its suggestion of an arbitrator.
- (b) Either party may request the Ministry of Labour for Ontario to appoint an arbitrator under Section 45 of the Labour Relations Act of Ontario, or other sections of the Act as may be applicable from time-to-time, in order to expedite the settlement of any grievance.
- 9.02** If the recipient of the notice fails to suggest an arbitrator or if the parties fail to agree upon an arbitrator within the five (5) day limit, the appointment of an arbitrator shall be made by the Ministry of Labour for Ontario upon the request of either party.
- 9.03** The arbitrator shall hear and determine the difference or allegation and shall issue a decision which shall be final and binding upon the parties affected by it.
- 9.04** If either party requests that a board of arbitration be used instead of an arbitrator, then a board shall be set up. The payment of and powers of an arbitrator or a board of arbitration shall be as outlined in the Ontario Labour Relations Act, R.S.O. 1993, c. L-2.
- 9.05** The decision of the arbitrator or the board of arbitration shall be final binding and enforceable on all parties. The board of arbitration or the arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the board of arbitration or the arbitrator shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

- 9.06** Management will permit the grievors to attend all grievance hearings and mediations without loss of pay or benefits.

ARTICLE 10 - DISCIPLINARY NOTICES

- 10.01** (a) After seniority is achieved, copies of any discharge or written disciplinary notices shall be given **to** the Union and the employee within two (2) working days. Such disciplinary notices shall be removed from an employee's work record after 2080 hours of work, provided there has been no reoccurrence or other cause for written disciplinary notices.
- (b) An employee may request to have one (1) union steward present during any disciplinary meeting.

Management will make every reasonable effort to comply with any request for a union steward, provided such a request does not unreasonably delay any disciplinary proceedings or violate the disciplinary or discharge provisions set out in 10.01 (a).

It is understood that the absence of a union steward at disciplinary meetings does not negate, or void, any disciplinary action taken by Management.

ARTICLE 11 - LABOUR/MANAGEMENT COMMITTEE

- 11.01** (a) A Labour/Management Co-operation committee shall be established consisting of up to three (3) representatives of the Union and of up to three (3) representatives of the employer. Either party may be accompanied by a fourth person who shall act in the position of observer and/or advisor. The committee shall enjoy the full support of both parties to this Collective Agreement in the interest of maximum service to the public.

FUNCTION OF THE COMMITTEE

The committee shall concern itself with matters of the following general nature:

- (i) considering constructive criticism of all activities so that good relations be maintained between the employer and employee(s);
- (ii) increasing operating efficiency by promoting cooperation in effecting economy moves;
- (iii) improving the service to the public;

- (iv) reviewing suggestions from employees, questions of working conditions and service;
 - (v) correcting of conditions making for grievances and misunderstandings;
 - (vi) promoting education and training of staff;
 - (vii) promoting ways and means of eliminating and reducing pollution, including consideration of re-cycling and other anti-pollution methods.
 - (viii) promoting ways where employees be given the opportunity for constructive input at the planning stage of any construction, new or remedial;
- (b) The committee shall meet at least once a month at a mutually agreeable time and place, unless the parties agree to do otherwise;
 - (c) An employer and Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings;
 - (d) The Management shall supply secretarial assistance for the taking of minutes and shall furnish copies of said minutes within five (5) working days following each meeting.

ARTICLE 12 - SENIORITY

- 12.01** (a) Seniority is defined as the length of service of an employee and shall be a factor in determining preference or priority for promotion, transfer or lay off. New employees shall be on probation and shall not acquire seniority until they have worked six (6) continuous months of uninterrupted service in a twelve (12) month period or 1,040 hours in a 24 month period whichever comes first. Management may terminate the employment of probationary employees at its discretion.

For the purposes of this clause, uninterrupted service shall mean the employee was assigned to work at least one shift during each week during a calendar month or was paid out of his/her leave-for-illness allowance, if applicable.

- (b) 2,080 hours paid will count for 1 year seniority.
- (c) Accumulation of time towards acquiring seniority for the purpose of lay-off, recall, vacation, transfers, reclassification and promotions for present employees covered by this Appendix will commence on January 1, 1983 or the date of hire if after this date.

12.02 Where an employee is on authorized unpaid leave of absence for purposes unrelated to his/her job, he/she shall continue to accumulate seniority only for the first 3 weeks of such leave and not for the remainder thereof.

12.03 (a) Part-time employees possessing the necessary qualifications and having acquired seniority may apply for and be given first consideration for vacant temporary positions. When the temporary assignment is over he/she will return to his/her regular part-time position or another part-time position provided one is available.

(b) Part-time and temporary employees possessing the necessary qualifications may apply for and will be given first consideration for available seasonal work.

12.04 (a) Seasonal employees who have acquired seniority and having the required ~~qualifications shall have the first right to recall for the next~~ season-in accordance with seniority and qualifications.

(b) Seasonal employees who have not acquired seniority but whose performance is satisfactory shall have the right to recall for the next season before any new seasonal employees are hired.

12.05 (a) Management shall maintain a seniority list for all employees covered by this appendix. This list will be revised every January and a copy will be posted on the recognized bulletin boards and will be sent to the Union.

This list will include all non-permanent employees with recall rights. Seniority once acquired shall be lost and the employment of an employee terminated if:

(i) The employee resigns or is discharged and not reinstated.

(ii) The employee is absent without satisfactory reason.

(iii) The employee is on lay-off for ten (10) consecutive months.

(iv) Fails to return to work from a lay-off within five (5) calendar days following the offer of employment to any position offered except for reasons acceptable to Management.

(v) Employees shall keep the Management informed of their current address and telephone number.

(b) Upon return from lay-off within the above specified time period the previously accumulated seniority and sick credits, if any, will be retained.

(c) New employees shall not be hired until those laid off, with "recall rights" have been given the opportunity of recall.

- 12.06** (a) In the event that employees have to be laid off the Management shall consider the qualifications for the available work and the seniority of employees and where these factors are relatively equal, employees with the least seniority shall be the first to be laid off. Employees will be recalled as their particular skills are required and when these factors are relatively equal, seniority shall apply provided that the Management shall maintain an efficient work force.
- (b) Notice of lay-off will be in accordance with the Employment Standards Act.
- (c) Articles 12.06 (a) & (b) do not apply to staffing dictated by day to day operational requirements.
- 12.07** All temporary jobs in the full-time unit will be posted so that all employees covered by the-Appendix, who have acquired seniority; may apply and be considered. Should it be of a special project nature, then permanent full-time employees shall be given the first opportunity to fill the position.
- 12.08** All employees covered by the Appendix, who have acquired seniority and have the necessary qualifications, may apply for full-time positions that may become available in accordance with Article 13.06 of the main Collective Agreement as amended. Employees appointed to the permanent full-time positions will be required to serve a six (6) month probationary period.
- 12.09** In order that the operations of the Union will not become disorganized when lay-offs are made, members of the local's executive board, negotiating committee and chief shop steward shall be the last persons laid off during their term of office.
- 12.10** An employee shall not have the right to the grievance procedure until they have acquired seniority. Once seniority has been acquired the employee shall be covered by Article 9, 10, and 11 as amended of the main Collective Agreement.

ARTICLE 13 - HOURS OF WORK

- 13.01** Nothing in this Collective Agreement shall be misconstrued to mean a guarantee of work or pay or as a restriction on the number of hours to be worked.
- 13.02** (a) Temporary employees will work the hours that apply to the classification of the employee whom they are replacing.
- (b) Seasonal employees: hours of work as determined by the employer.
- (c) Part-time employees: hours of work as per their posted schedule in jobs where available, otherwise as determined by the employer.

- (d) Casual/Grant employees: hours of work as determined by the employer.
- 13.03** (a) All of the employees covered by this Appendix, with the exception of temporary employees, shall be entitled to overtime premium when they exceed eight (8) hours per day or forty (40) hours per week.
- (b) Temporary employees shall receive the overtime, shift bonus and trades premium in accordance with their qualifications and hours of work.
- 13.04** Overtime shall be at the rate of one and one half times (1 1/2) the regular pay rate.
- 13.05** (a) The times for meal breaks which shall be unpaid and times and locations for the two (2) paid coffee breaks of ten (10) minutes in each full shift shall be designated by Management in accordance with operating requirements.
- (b) The work schedule of each employee shall be set forth by Management and posted convenient to the employee.
- (c) Temporary employees shall receive forty-eight (48) hours notice on any change in schedule in writing unless mutually agreed to do otherwise.
- 13.06** Employees requested to work overtime shall co-operate to the best of their ability and shall do so in an emergency. As much notice as is practically possible shall be given of all required overtime. Consistent with the needs of the branch, overtime shall be distributed as equitably as possible to all eligible employees.
- 13.07** Whenever possible employees' days off will be consecutive unless otherwise mutually agreed between the supervisor and the employee.
- 13.08** (a) When part-time, seasonal or casual employees are sent home due to lack of work each shall be guaranteed three (3) hours regular pay for that day provided that they have contacted their supervisor in accordance with direction.
- (b) The order in which employees are sent home shall be in reverse order of seniority by department and subject to operating requirements.
- 13.09** Employees who request to switch days off and are granted permission to do so will not be eligible for any overtime premium for those days, except for excess hours worked on that day.

ARTICLE 14 - SHIFTS

- 14.01** Each employee commencing a second shift within a period of less than ten (10) hours after completion of his/her previous shift shall receive overtime pay for those hours worked between the time of commencement and the agreed ten hour turn around time.

- 14.02** Except under unusual circumstances, shifts shall be so scheduled that no two shifts for the same employee shall run into each other consecutively.

ARTICLE 15 -WORKING TEN STRAIGHT DAYS - FOUR DAYS OFF

- 15.01** If an employee requests, then the Management, in accordance with its operating requirements, may permit such employee to work ten (10) days consecutively and then receive four **(4)** days off consecutively, providing that permission of the Director of Employment Standards of Ontario is obtained to work such days with no overtime premium applicable in such case.

ARTICLE 16 - LEAVES OF ABSENCE

16.01 Personal Leave

- (a) The Management may grant leave of absence to an employee for legitimate personal reasons.
- (b) Such leave shall be requested in writing and be paid or unpaid at the discretion of the Chief Executive Officer.
- (c) An employee shall continue to accumulate seniority only during the first three (3) weeks of such leave and not for the remainder thereof.
- (d) The employee shall be required to exhaust all outstanding vacation and lieu time prior to commencing the authorized leave of absence.
- (e) The employee's leave of absence request shall not impact the vacation selection process referred to in Article 20.04.
- (f) When the employee returns from such leave of absence, the previously accumulated seniority and sick credits will be retained.

- 16.02 (a)** A Part-time or temporary employee shall be allowed one (1) regular working day leave of absence without loss of regular pay to attend the funeral of the employee's father, mother, spouse, common-law spouse, child, brother or sister.

- (b) Pay for bereavement leave shall be at regular hourly rates and shall apply only if the employee was normally required to work.

- 16.03** Once seniority has been achieved a part-time or temporary employee shall be entitled to the provision of Article 17.04 of the main Collective Agreement.

16.04 Maternity/Pregnancy/Parental/Adoption Leave

- (a) Maternity/Pregnancy/Parental/Adoption leave without pay shall be granted in accordance with part XI of the Ontario Employment Standards Act of Ontario, RSO, 1980, as amended.
- (b) An employee who is **on** maternity/pregnancy/parental/adoption leave shall continue to accumulate seniority during their absence.
- (c) Employees shall continue to receive all benefits provided for in the Collective Agreement while on such leave, provided he/she continues to make any financial contribution for which he/she is responsible.

16.05 An employee on ~~approved leave of absence to attend Union functions or~~ arbitration hearings shall be paid his/her regular wages and benefits by the Management. The costs will be reimbursed to the Management by the Union.

ARTICLE 17 - LEAVE FOR ILLNESS

- 17.01**
- (a) Temporary employees who have completed 2,080 worked hours shall have accumulated eight (8) days leave-for-illness allowance and will continue to accumulate at the rate of one half (1/2) day for each full month of uninterrupted service to a maximum accumulation of eight (8) days leave-for-illness allowance at any one time.
 - (b) Part-time employees who have completed 2,080 worked hours shall have accumulated eight (8) days leave for illness allowance and will continue to accumulate at the rate of one half (1/2) day for every 170 hours worked to a maximum accumulation of eight (8) days leave-for-illness allowance at any one time.
 - (c) Leave-for-illness allowance does not apply to seasonal employees.
 - (d) Part-time and temporary employees transferred to seasonal work shall continue to accumulate leave-for illness allowance.
 - (e) Employees shall be informed annually of their leave-for-illness accumulation. The Union will be informed annually of the employees' leave-for-illness accumulation.
- 17.02**
- (a) An employee, after three (3) consecutive working days absence due to illness or accident may be required to provide their supervisor with a medical certificate from a recognized medical practitioner, confirming that the absence was for medical reasons and that the employee is fit to return to work. In the event of a lengthy illness an employee is expected to update their Supervisor of the status of their condition at least once a week.

- (b) In addition to the requirement of (a) above, Management may request from any employee with more than three (3) occurrences of single or multiple days illness within a contract year, a similar medical certificate for each additional occurrence due to illness.
- (c) The employee will receive an advance caution from Human Resources before such a request is made.
- (d) At the time when an employee is placed under such restrictions the employee and the Union will be notified in writing, and such restrictions will remain in effect for a period of six (6) months from the time they are imposed.
- (e) The three (3) occurrences provided for paragraph (b) above will not include leave-for-illness which is accrued under Workers' Compensation or leave-for-illness which has been verified by a medical certificate.

17.03 An employee who absents himself/herself from work for three (3) consecutive working days, other than for proven sickness or other just cause, and has not communicated with the Control Centre during that time shall be deemed to have resigned and his/her employment shall be terminated by the Management.

ARTICLE 18 - SICK PAY GRATUITY

18.01 Should a part-time or temporary employee be successful in receiving a full-time position, the employee shall transfer all accumulated leave-for-illness allowance to their permanent leave-for-illness accumulation.

ARTICLE 19 - INSURANCE

19.01 (a) Temporary or part-time employees who have completed 2,080 hours worked 'shall receive the following benefits should they choose to participate:

O.H.I.P.

Major Medical

as in the main Collective Agreement.

- (b) Premiums will be pro-rated on number of hours worked. The employee will make up the difference to 100% if they choose to participate in the plans.
- (c) If a part-time or temporary employee who is entitled to receive the above benefits transfers to a seasonal position they will continue to receive the benefits.

- (d) Grant employees may have benefits paid out of grant monies received for that project, at the discretion of Management.

19.02 Each employee shall report any changes in marital status or increase or decrease in dependents as soon as practicable, and if failure to report any such changes results in any overpayment of premiums by the Management, the employee shall reimburse the Management in the amount of such overpayment.

19.03 The proposal of favoured carriers will be submitted to the Union executive for verification of equivalent coverage, agreed to in the preceding articles, prior to coverage being placed.

ARTICLE 20 - VACATIONS WITH PAY

20.01 Annual vacation with pay shall be based on the individual employee's starting and anniversary date, or service date (as applicable) and shall entitle the employee to the following vacation periods:

- (i) less than 4160 hours as of anniversary date: two (2) weeks;
- (ii) more than 4160 hours as of anniversary date: three (3) weeks
- (iii) more than 6240 hours as of anniversary date: four (4) weeks.

20.02 (a) Vacation requests will not be approved for seasonal employees

- (b) Part-time and temporary employees may request vacation time and will receive their vacation pay at that time. Vacation must be taken in the twelve (12) months following eligibility.

20.03 When an employee's employment ceases and he/she has not taken his/her full vacation entitlement then the employee upon termination, shall be paid vacation pay which shall be calculated as a percentage of the employee's basic pay as follows:

Less than 4,160 paid hours	4% of wages.
Over 4,160 paid hours	6% of wages.
Over 6,240 paid hours	8% of wages.

20.04 (a) The selection of vacation time shall be on a basis of seniority but vacations shall be allotted by Management in accordance with operating requirements.

- (b) Vacation may be taken in any block of time including one (1) day not to exceed a maximum of five (5) single days, except upon approval by the department head.
- (c) Employees shall be informed annually of their vacation allowance accumulation. The Union will be informed annually of the employees' vacation allowance accumulation.

- 20.05** (a) An employee who dies prior to taking his/her annual vacation, shall have paid to hisher estate an amount equal to the vacation pay he/she would have received as vacation pay.
- (b) An employee who ceases to be employed prior to taking his/her vacation shall receive all vacation pay according to hisher earned entitlement.
- (c) When an employee on a scheduled period of vacation is hospitalized or confined to hisher residence for one (1) week or more as a result of serious illness or accident, the employee shall be entitled to claim leave-for-illness allowance in lieu of vacation for the hospitalization provided that written notice is given to the Chief Executive Officer, or hisher designate, at the commencement of hospitalization or confinement-and -verification-is provided on the employee's-return by a doctor's certificate confirming the length of the confinement.
- (d) Any vacation entitlement remaining shall be rescheduled to be taken prior to the end of the twelve (12) months in which they were earned.
- (e) If an employee is on leave-for-illness prior to the start of hisher annual vacation and is unable to start hisher vacation due to this illness the vacation may be rescheduled to be taken prior to the calendar year end, wherever possible.

ARTICLE 21 - PAID HOLIDAYS

21.01 All employees covered by the Appendix shall receive the following holidays:

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

21.02 Pay for the above holidays shall be at the regular rates for all employees and shall be calculated according to the formula as outlined in the Ontario Employment Standards Act.

- 21.03** (a) To qualify for holiday pay, an employee must work on their regular day of work preceding and following the holiday, unless the employee has reasonable cause to be absent on either day.
- (b) An employee does not qualify for pay for any holiday when he/she is scheduled to work on that holiday and, without reasonable cause, fails to report for and perform the work.

- (c) When so requested by Management, as per (a) and (b) above, an employee may be required to show that they had reasonable cause for failing to report for and perform work to qualify for holiday pay.
- (d) If an employee is scheduled to work on a holiday but does not report due to illness, he/she may be paid out of his/her accumulated leave for illness allowance.

21.04 Employees required to work on a holiday shall receive overtime for hours worked plus any holiday pay to which they are entitled.

21.05 (a) Subject to subclauses (b) and (c) hereof, if any of the above paid holidays falls during an employee's annual vacation with pay, the employee shall be paid for the holiday, and when any of the above named holidays falls on a Saturday or Sunday the Friday preceding or the Monday succeeding such holiday shall be designated by the Management as the day of observance of such holiday and any premium payable for working on a designated holiday shall not apply to such Saturday or Sunday.

(b) For employees working on a rotating basis in a seven-day operation, the said premium will be paid for work performed on the actual holiday providing their shift commences at any time on the holiday.

(c) In no circumstances will employees be paid holiday premiums for both the actual holiday and the designated day of observance of that holiday.

21.06 Holiday work is defined as all hours worked when the shift commences at any time on the holiday, between 0001 hours and midnight on the day of the holiday.

ARTICLE 22 - HEALTH AND SAFETY

22.01 The Management shall continue to provide proper work facilities which, with co-operation from the employees, shall be safe and sanitary.

The Management and the Union shall co-operate in encouraging employees to maintain a positive attitude towards occupational health and safety.

22.02 (a) The Management shall provide and maintain at no cost to the employee, all safety devices and protective clothing required by the Management to be worn by the employees, excluding safety boots. Failure or refusal to use/wear said safety equipment and/or protective clothing shall result in disciplinary action being taken against that employee.

(b) Employees will be required to take reasonable care of all such safety equipment and/or protective clothing as may have been issued to them.

A handwritten signature or set of initials, possibly '97', written in black ink.