

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, 2021

Expires March 31, 2026

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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 (2) Parties.
- 1.02** The Parties agree that whenever the masculine, feminine or singular has been used throughout this Agreement, it shall be deemed to include all expressions of gender identity or the plural where the context so allows or requires.

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, Senior 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. 1995.

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, layoff, 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, disability, place of residence, nor by reason of their 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.

Management may consider using an outside third party to conduct internal harassment investigations of a serious nature.

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 Management'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 Unit;
 - (b) May not work under the same direct Supervisor; and
 - (c) May not report one to the other.

A relation, for the purposes of this Clause includes spouse, common-law partner, parent (natural, stepparent, legal guardian or in-law), sibling (natural, stepsibling or in-law), and child (natural, stepchild, legal guardian or in-law). Management reserves its right to resolve conflicts of interest that might otherwise arise between two (2) 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 permanent employee in the Bargaining Unit who has eight (8) or more years' seniority shall lose their 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 endeavor 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 (1st) bi-weekly pay following the date of employment and thereafter from every bi-weekly pay.
 - (b) The Management shall notify the Recording Secretary of the Union on the first (1st) corresponding pay date following the commencement of employment of all new Bargaining Unit employees, their names, their Supervisors' names and date of hire.
 - (c) The Management shall introduce all new Bargaining Unit employees to their Shop Steward and allow not more than fifteen (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 thirty (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 (1) 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 their 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 their 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 Ontario Labour Relations Act, 1995.

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 Negotiations Committee when the Union informs the Management of their names in writing.
- (b) The Management will provide during the duration of this Collective Agreement three (3) days to each member of the Union Negotiations 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** The Management will pay the Union Negotiations 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 Negotiations Committee members.
- 8.03** For discussion of complaints and/or grievances, a Grievance Committee consisting of not more than three (3) employees shall represent the Union. The Management shall recognize such Grievance Committee consisting of the President, 2nd Vice President of Labour Management and Chief Shop Steward, or designate.
- 8.04** 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 Management 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.
- 8.05** 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 their designate by giving reasonable advance notice and provided further that such visit does not interfere with the operation and administration of Management.

ARTICLE 9 – COMPLAINT AND GRIEVANCE PROCEDURE

- 9.01** (a) Within twenty (20) working days following the circumstances giving rise to a complaint having occurred or when it ought to have reasonably come to the attention of the employee, the employee shall verbally bring to the attention of their immediate Supervisor or their designate, any complaints they may have and may request a Union representative to be present. The immediate Supervisor shall reply within five (5) working days. If the decision of the immediate Supervisor or their designate is not acceptable, any complaint must be presented to the Management within ten (10) working days after receiving the Supervisor's answer. The Management may refuse to consider any complaint not presented within the ten (10) 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 Management becoming aware of the incident, provided the employee is at work. Such time may be extended by the number of days an employee is absent from work during the ten (10) working day period.
- 9.02** If the complaint of an employee cannot be resolved with their immediate Supervisor, then the matter becomes a grievance which shall be placed in writing, dated, and signed, and presented to the Chief Executive Officer or their designate within the ten (10) working day period set out in 9.01(a) above, and processed as follows:

STEP 1

The Union shall present the written grievance, signed by the employee, to the Chief Executive Officer or their designate, and there shall be a written reply to the grievance within ten (10) working days of receipt.

STEP 2

If the written reply is not satisfactory to the Union, then there shall be a meeting within ten (10) 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 their designate. A written decision shall be given to the Union within ten (10) working days following this meeting. If this decision does not resolve the

grievance then any request for arbitration must be made within ten (10) working days following receipt of the written decision by the Union.

- 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.
- (c) **Policy Grievances**
Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs, a policy grievance may be filed by the Union, commencing at Step 2 within twenty (20) working days of the circumstances giving rise to the grievance.
- 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 their designate within ten (10) 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 Recording 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) working days inform the other Party of the name of its suggestion of an arbitrator.
- (b) Either Party may request the Minister of Labour, Training and Skills Development for Ontario to appoint an arbitrator under Section 49 of the Ontario Labour Relations Act, 1995, 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) working day limit, the appointment of an arbitrator shall be made by the Minister of Labour, Training and Skills Development 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. 1995, 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 Management. Either party may be accompanied by a fourth (4th) 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 Management 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) A Management 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, layoffs 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 (12) month period from date of 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 their job, they shall continue to accumulate seniority only for the first (1st) seventeen (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 digital platforms that are accessible to all employees 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 layoff and is not recalled to work within twenty-four (24) months or fails to return to work at the same or like classification within fourteen (14) 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 layoff. 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 layoff 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 (2) 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 (2) or more employees, their seniority ranking shall govern.

Employees shall be recalled from layoff 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, at least thirty (30) calendar days prior to effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, they will be paid for the days for which work was not made available.
- (c) An employee, who has received notice of layoff shall elect one of the following:
- (i) To accept layoff and be placed on the recall list;
 - (ii) To accept a voluntary exit package, if offered by the Management;
 - (iii) To accept early retirement if eligible;
 - (iv) To exercise their seniority rights to displace an employee in the manner described in Clause 13.06 below; or
 - (v) To choose a vacant position.
- (d) Where there are two (2) or more employees identified for layoff, employees shall choose in order of seniority from the options available in 13.05(c).

- 13.06** (a) Where an employee elects to displace another employee in accordance with 13.05(c)(iv), the employee shall, provided that the employee is qualified and has the ability to perform the work required and possesses more seniority than the employee identified below:
- (i) Displace the most junior permanent employee in the same classification; or, if multiple grades exist within the employees own classification;
 - (ii) Displace the most junior permanent employee in the employee's same grade and classification or if this is not possible, then;
 - (iii) Displace the most junior permanent employee in the next lower grade (one (1) grade below the employee's own grade) within the employee's own classification, or if this is not possible, then;

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- (iv) Displace the most junior permanent employee, in the next lower grade (two (2) grades below the employee's own grade) within the employee's own classification, or if this is not possible, then;
 - (v) Displace the most junior permanent employee, in the next lower grade (three (3) grades below the employee's own grade) within the employee's own classification.
- (b) In the event that an employee is unable to exercise their seniority rights in accordance with Clause 13.06(a)(i)-(v), the employee will be laid off and their name placed on the recall list.
- 13.07** (a) During the period in which an employee is on layoff, such person shall not be entitled to the benefits provided under this Agreement, other than the rights provided for under this Article. Notwithstanding the above, an employee in receipt of benefits at the time of layoff shall have the option to continue health and dental benefits under Article 20 for a three (3) month period following layoff. If an employee elects this option, they shall pre-pay to the Management the full cost of such benefits in a manner prescribed by Management.
- (b) An employee who makes application for a job posting pursuant to Article 13 either prior to being laid off, or after they have been laid off, shall proceed in such job posting in accordance with Article 13. The right to apply and/or proceed in such job posting shall not extend beyond the period of recall as set out in Clause 13.04(iii).
- 13.08** The employee shall be advised of their right to have Union representation at meetings the Management holds with affected employees during the processes under this Article.
- 13.09** In the event that an employee has received notice of layoff as a direct result of contracting out, the following provisions shall apply:
- (i) Employees who are placed in a lower paying grade, within the employee's classification, as a result of operation of this Article shall maintain their current rate of pay for a period of twenty-four (24) months following placement. After twenty-four (24) months, employees will be paid the highest level in the lower paying grade.
 - (ii) In the event that an employee who does not have eight (8) or more years' seniority is unable to exercise their seniority rights in accordance with Clause 13.06(a)(i)-(v), the employee will be laid off and their name placed on the recall list.
 - (iii) In the event that an employee who has eight (8) or more years' seniority is unable to exercise their seniority rights in accordance with Clause 13.06(a)(i)-(v), the employee will be maintained as supernumerary at their current rate of pay until such time as such a position, described in Clause 13.06(a) becomes available.
- 13.10** (a) When a vacancy occurs or a new position is created, the Management will give the opportunity for consideration to employees and will advertise any job vacancies or new jobs to be created on all bulletin boards and digital platforms accessible to all employees for a minimum of one (1) week, and shall email these to the President and Recording Secretary of the Union. Positions shall be posted within two (2) months 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) An employee serving a trial period per Article 13.11 (a)(i) shall not be permitted to apply for any subsequent job vacancies for a period of three (3) months from the effective date of the appointment, except with the approval of Human Resources.
- (c) 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.
- (d) Both Parties recognize:
- (i) The principle of promotion within the service of the Management;
 - (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.
- (e) 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.

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- (f) Appointments from within the Bargaining Unit shall be made within eight (8) weeks of posting.
- (g) 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.
- (h) If requested by the employee, an opportunity to review the results of an examination, as part of a competition, will be given within one (1) month of their writing the examination.
- 13.11** (a) (i) If an employee is temporarily transferred to a position outside of the Bargaining Unit, they 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 their 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 layoff or bumping of any employee. If at any time an employee returns to the Bargaining Unit, they shall be placed in a job consistent with their experience and qualifications, except as outlined in a(i) above.
- (b) In the event an employee transferred out of the Bargaining Unit under 13.11(a)(i) above is returned to the Bargaining Unit within a period of six (6) calendar months, they 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 they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the Bargaining Unit and they shall be placed in a job consistent with their experience and qualifications. An employee not returned to the Bargaining Unit within thirteen (13) months shall forfeit Bargaining Unit seniority.
- 13.12** 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.
- 13.13** In order that the operations of the Union will not become disorganized when layoffs are made, members of the Union's Executive Board and Negotiations Committee shall be the last persons laid off during their term of office.
- 13.14** The Management agrees that where an employee is absent from work as a result of a non-occupational injury, they shall suffer no loss of seniority should they elect to receive benefits from their insurer rather than utilize their Leave-for-Illness or Injury accumulation or Illness or Injury Plan.

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** The work week of all employees will be established by the Management and shall, unless otherwise provided for in this Agreement, 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 0600 and 1059 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 nine (9) days in one (1) two (2) week period and eleven (11) days in the next two (2) week period. The number of working days in two (2) consecutive pay periods will be averaged so as to arrive at regular pay of eighty (80) hours for each two (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 period(s) and for the paid breaks of ten (10) minutes in each half shift shall be designated by the Management in accordance with operating requirements. The Management may designate the taking of 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 their Supervisor provided such change does not result in additional cost to the Management.

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- (i) Partnerships and Event Associates, Reproductive Research Assistants, Reproductive Sciences Coordinators and Wildlife Health Technicians who, at the direction of their Managers/Supervisors, are not able to take meal periods or breaks as a result of operational needs shall, at their Manager's/Supervisor's discretion, have their meal periods and/or breaks rescheduled within the shift. If that is not possible, the employee will be paid for the lost meal period and/or break at time and a half (1 ½) at their current rate of pay or, with mutual agreement, the employee may take the time as lieu at time and one half (1 ½).
- (b) The work schedule of each employee shall be set forth by the Management and posted convenient to the employee on regular bulletin boards and digital platforms that are accessible to all employees. Management shall make reasonable efforts to post a minimum four (4) week work schedule at least four (4) weeks in advance 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 forty-eight (48) hours' notice of a change of their schedule days of work, they shall be paid one and one half (1 ½) times their 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 14.04 (c) shall not apply.
- (d) In instances where an employee is working flex hours as a Keeper on a winter shift (i.e. 0730 start instead of 0830) and such employee is requested to work an additional hour to meet the minimum staffing requirements for closing, it is understood that the overtime provisions of the Collective Agreement do not apply to such hour. The employee will work the additional hour and take the time off at straight time at a mutually agreed time.
- 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 (1 ½) of their current rate of pay or lieu time at the rate of time and one half (1 ½) subject to the provisions of Article 22.07 (a). The employee must indicate their 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 their 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 they are not satisfied that the situation was of an emergency nature, they 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 (1) 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 their 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 needs of animals and the economic needs of the Organization, the Management shall schedule work for employees as follows:
- (a) Year-round, shifts shall end no later than 2330 hours for employees in the Strategic Communications and Guest Experience Division, Outreach and Discovery Unit, and for employees seconded to the Wildlife Conservancy;
- (b) From March 1st to October 31st, shifts for all employees, except for those Divisions and Units listed in point (a) above, shall end no later than 2200 hours. From November 1st to the last day of February, shifts shall end no later than 2000;
- (c) The Management may find it necessary to deviate from paragraph (a) and (b) hereof but shall do so only in exceptional circumstances;
- (d) Starting hours of Utilities 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 (1) weekend off in three (3), except in cases where it is mutually agreeable to an employee and their 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) A day shift shall be defined as commencing at any time between the hours of 0600 and 1059 hours.
- b) A late shift shall be defined as commencing at any time between the hours of 1100 and 0559.
- 15.02** There will be a late shift bonus paid of one dollar and forty cents (\$1.40) per hour.
- 15.03** Each employee working hours between 2300 Friday and midnight Sunday shall receive a weekend shift bonus of one dollar and forty cents (\$1.40) per hour for all such hours worked. Premiums shall be paid provided no other shift bonus is paid or applicable.
- 15.04** Each employee commencing a late shift at any time between 1100 and 0559 hours of the following day on a Saturday or a Sunday shall receive a shift bonus of one dollar and forty-seven cents (\$1.47) per hour for all such hours worked. Premiums shall be paid provided no other shift bonus is paid or applicable.
- 15.05** Each employee commencing a second (2nd) shift within a period of less than eleven (11) hours after completion of their previous shift shall receive overtime pay for those hours worked between the time of commencement and the agreed eleven (11) hour turnaround time.
- 15.06** Except under unusual circumstances, shifts shall be so scheduled that no two (2) shifts for the same employee shall run into each other consecutively.

ARTICLE 16 – WORKING TEN (10) STRAIGHT DAYS - FOUR (4) 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 (1st) 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 their 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 parent (natural, stepparent or legal guardian), spouse (including common law partner), child (natural, stepchild or legal guardian), or sibling (natural, adopted or stepsibling). Such leave may commence no earlier than the date of the death, and must be completed within the ten (10) consecutive calendar day period following the death.

- (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 parent-in-law, child-in-law, sibling-in-law, grandparent and/or great grandparent (natural, step grandparent or step great grandparent) or grandchild and/or great grandchild (natural, step grandchild or step great grandchild). Such leave may commence no earlier than the date of the death, and must be completed within the ten (10) consecutive calendar day period following the death.
- (c) An employee shall be allowed one (1) scheduled working day leave without loss of regular pay, to mourn the death of the employee's aunt, uncle, niece or nephew. Such leave may commence no earlier than the date of the death, and must be completed within the ten (10) consecutive calendar day period following the death.
- (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 they advise 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 their 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 Pregnancy/Parental/Adoption Leave

Pregnancy and/or Parental Leave shall be in accordance with Part XIV of the Employment Standards Act of Ontario 2000 S.O. 2000, as amended.

- (a) An employee who is on 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 they continue to make any financial contribution for which they are responsible.
- (c) If an employee's doctor/nurse practitioner so recommends, they will be relieved of any specific duties which are hazardous to them or the fetus, and may be given other duties for which they are qualified. 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 Management'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 their normal weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Receipt by the Management of the employee's Employment Insurance statements shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

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

Employees are not entitled to Supplemental Unemployment Benefits (SUB) except for the purpose of the supplementation of their Employment 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 Management'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 23 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 the employee's normal weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings based upon a fifty-two (52) week leave. Receipt by the Management of the employee's Employment Insurance statements shall constitute proof that they are in receipt of Employment Insurance parental benefits. Should the employee take the option of an extended Parental Leave of up to sixty-one (61) weeks (sixty-three (63) if no Pregnancy Leave), for the period of the sixty-one (61) weeks (sixty-three (63) if no Pregnancy Leave), the employee shall receive from the Management payments in an amount equal to the total dollar value available for the fifteen (15) weeks, the value of which is based upon a fifty-two (52) week leave.

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

Employees are not entitled to Supplemental Unemployment Benefits (SUB) except for the purpose of the supplementation of their Employment 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 Parental Leave up to six (6) months (maximum leave of eighteen (18) months total). Such leave shall be at no cost to the Management. The conditions outlined in (b) above shall not be applicable to this Clause.
- (g) Adoption Leave shall be covered per Parental Leave under the Employment Standards Act (ESA) and should be treated as per 17.05 (e).

17.06 Employee Exchange Program

- (a) Employees may request permission to take part in an Employee Exchange Program with another zoological institution provided the program 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 program.
- (b) The Management agrees to keep persons engaged in exchange programs on the establishment, subject to Article 13.05, provided that they return 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 their employment and shall be terminated by Management.
- (c)
 - (i) Employees granted permission to take part in an Employee Exchange Program shall not accumulate Leave-for-Illness or Injury allowance or vacation credits during the term of the exchange. Upon their return from the program, the employee shall retain the previously accumulated Leave-for-Illness or Injury allowance.
 - (ii) Employees granted permission to take part in an employee exchange program who continue to be paid by the Management shall accumulate Leave-for-Illness or Injury 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 they so request, may have their benefits continued provided this exchange does not result in any additional cost to the Management. All arrangements regarding this program will be coordinated by the Human Resources Branch.
- (e) An employee returning from an exchange program shall be placed in the same classification and grade as they occupied prior to entering into the program.
- (f) If an employee who is at the highest level of their classification enters into an exchange program, 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 Education Leave

An employee with two (2) 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 Union Leave

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

17.09 Emergency Leaves

Employees shall be entitled to paid or unpaid leaves, in accordance with the Employment Standards Act, 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 they are 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.
 - (b) All employees hired prior to 2010-05-20 who are in the Leave-or-Illness or Injury 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.
 - (c) For the purpose of greater clarity, those employees hired prior to 2010-05-20 may elect to stay in the Leave-for-Illness or Injury 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 (1st) work day following the completion of six (6) months employment, subject to 18A.13(c).

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 or Injury" 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 or Injury Plan, and who elected to transfer to the IIP and to freeze their sick bank, shall have their 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 their return to work as provided for in the Memorandum of Agreement – Transition to IIP. Capped sick pay credits shall be used in the following circumstances:

Top-Up from Seventy-five Percent (75%) to One Hundred Percent (100%) Pay

- (i) In cases where an employee's IIP 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 their IIP days and they have 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 their 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.

IIP Coverage Limits

- 18A.07 (a) Eligible permanent employees will be provided with IIP coverage in accordance with 18A.07(b), on the basis of the employee's hourly rate. The IIP coverage provided to an eligible permanent employee in any calendar year will not exceed one hundred and thirty (130) days.

Illness or Injury Plan – Coverage

- 18A.07 (b) IIP coverage shall be as provided to eligible permanent employees in accordance with the following chart:

	Maximum Coverage at One Hundred Percent (100%)	Maximum Coverage at Seventy-five Percent (75%)
Sick Pay Coverage in a Calendar Year	Twenty (20) days	One hundred ten (110) days

Top Up Credits

- 18A.07 (c) If an eligible employee uses less than their twenty (20) IIP days that are paid at the maximum coverage of one hundred percent (100%) ("one hundred percent (100%) coverage days"), up to fifteen (15) unused one hundred percent (100%) coverage days may be carried over to the following year ("the carry over year") as "Top Up credits". One (1) unused IIP day is equivalent to two (2) top up credits, up to a maximum of thirty (30) top up credits per carry over year. Top Up credits can only be used in the carry over year.

Once an eligible employee has exhausted their one hundred percent (100%) coverage days in the carry over year one (1) top up credit will be applied to subsequent days for which they are entitled to IIP coverage. One (1) Top Up credit increases the IIP coverage from seventy-five percent (75%) to one hundred percent (100%).

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 as provided under Clause 18A.07(c) and/or when an illness or injury starts in one (1) 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 their IIP days on their first (1st) regularly scheduled work day on or after January 1st of each year, if 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.
- (b) An eligible employee not covered by Clause 18A.09(a), who is not actually at work on their first (1st) 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 their IIP days, will not receive their refreshed IIP days until they have actually returned to work for a period of at least two (2) continuous weeks.
- (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 they have 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, they shall retain their IIP days, if any, existing at time of the commencement of such leave.
- (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 they did not work during the entirety of at least one (1) calendar year, they shall retain their 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 their IIP days shall be refreshed in accordance with Clauses 18A.06 and 18A.09, as applicable based on the calendar year in which they most recently worked.

Recall

- 18A.11** (a) When an employee is laid off and is recalled to work within the same calendar year, they shall retain their IIP days, if any, existing at time of such layoff.
- (b) Where an employee is laid off and recalled to work in the following calendar year, they shall have their IIP days refreshed in accordance with Clauses 18A.06 and 18A.09(c) above, as applicable, as of the first (1st) day the employee returns to work.

Long Term Disability

18A.12 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.13** (a) The number of paid IIP days received by an employee shall be deducted from their 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. Absence on account of illness or injury for less than half (½) a day shall not be deducted. Absence on account of illness or injury for a half (½) day or more shall be deducted as one (1) day.
- (b) An employee who is injured during working hours and has been seen by the Zoo Nursing Co-ordinator (or designate), 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 their regular rate of pay without deduction from their IIP days, unless a physician states that the employee is fit for further work on that shift.
- (c) For the first (1st), second (2nd) and third (3rd) occurrence of absence due to illness or injury in a calendar year, an employee will be eligible to receive IIP days commencing on the first (1st) day of absence. For the fourth (4th) and any subsequent occurrence of absence due to illness or injury in a calendar year, an employee will be eligible to receive IIP days on the second (2nd) day of absence. All payments will be made based on the percentages outlined in Clause 18A.07, as applicable.

Occurrence Per Calendar Year	Employee is Eligible to Receive IIP Days From:
First (1 st), Second (2 nd) and Third (3 rd) Occurrence	First (1 st) Day of Absence

Fourth (4 th) and Subsequent Occurrences	Second (2 nd) Day of Absence
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In the event the employee is hospitalized as an in-patient, it shall not count as an occurrence and the employee will be paid from the first (1st) day of absence.

Use of Vacation/Lieu Time Entitlements

18A.14 An employee absent because of illness or injury who has exhausted their 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.15 The IIP will be administered in a manner at least consistent with the practices and provisions applicable to the Leave-for-Illness or Injury Plan.

Accumulation of Service

18A.16 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 their accumulated Leave-for-Illness or Injury allowance or was on an authorized leave.

18A.17 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 or Injury allowance deducted from their accumulated sick leave credits.

Family Leave

18A.18 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 Leave-for-Illness or Injury bank below seventy-five (75) days. Family leave is subject to the approval of the Chief Executive Officer or their designate. A medical certificate shall be required after three (3) days continuous leave as per Article 19.02(b).

18A.19 An employee who absents themselves from work for three (3) consecutive working days, other than for proven illness or injury or other just cause, and has not communicated with the Control Centre or the Management during that time shall be deemed to have resigned and their employment shall be terminated by the Management.

ARTICLE 18B – LEAVE-FOR-ILLNESS OR INJURY

18B.01 (a) Employees shall accumulate a Leave-for-Illness or Injury allowance of one and one-half (1½) days for each full month of uninterrupted service beginning in the first (1st) 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 their accumulated Leave-for-Illness or Injury allowance or was on an authorized leave.

(c) Employees will be informed annually of their Leave-for-Illness or Injury accumulation. The Union will be informed annually of the employees' Leave-for-Illness or Injury 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 or Injury allowance, subject to Clause 18B.03. Absence on account of illness or injury for less than half (½) a day shall not be deducted. Absence on account of illness or injury for a half (½) day or more shall be deducted as one (1) day. 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 or Injury allowance deducted from their accumulated sick leave credits.

18B.03 For the first (1st), second (2nd) and third (3rd) occurrence of absence due to illness or injury in a calendar year, an employee will be eligible to receive payment from their Leave-for-Illness or Injury bank (sick pay) commencing on the first (1st) day of absence. For the fourth (4th) and any subsequent occurrence of absence due to illness or injury in a calendar year, an employee will be eligible to receive sick pay on the second (2nd) day of absence.

Occurrence Per Calendar Year	Employee is Eligible to Receive Sick Pay From:
First (1 st), Second (2 nd) and Third (3 rd) Occurrence	First (1 st) Day of Absence
Fourth (4 th) and Subsequent Occurrences	Second (2 nd) Day of Absence

In the event that an employee is hospitalized as an in-patient, it shall not count as an occurrence and the employee will be paid from the first (1st) day of absence.

Family Leave

18B.04 Any employee with less than seventy-five (75) days in their accumulated Leave-for-Illness or Injury 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 or Injury bank below seventy-five (75) days. Family leave is subject to the approval of the Chief Executive Officer or their designate. A medical certificate shall be required after three (3) days continuous leave as per Article 19.02(b).

Sick Pay Gratuity

18B.05 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.06 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 their estate whichever is applicable) as follows:

- (i) After seven (7) years of continuous service – half (½) of their accumulated unused Leave-for-Illness or Injury allowance, up to a maximum of two (2) months regular pay.
- (ii) After ten (10) years of continuous service – half (½) of their accumulated unused Leave-for-Illness or Injury allowance, up to a maximum of six (6) months regular pay.

ARTICLE 19 – VERIFICATION OF ILLNESS OR INJURY

19.01 (a) The Union recognizes the right of the Management to monitor the attendance of employees.

- (b) (i) In the event of illness or injury, employees will telephone their immediate Supervisor as soon as practicable before the commencement of their shift.
- (ii) 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. All such calls must be logged.

19.02 (a) Article 19 applies to all employees enrolled in the Leave-for-Illness or Injury Plan or the Illness or Injury Plan.

- (b) An employee, absent for more than three (3) consecutive working days due to illness or injury shall be required to provide a medical certificate from a physician or nurse practitioner, confirming that the absence was for medical reasons and that the employee is fit to return to work. Notwithstanding the foregoing requirement to provide a medical certificate, the Management may waive such requirement at its sole discretion. In the event of a lengthy illness or injury an employee is expected to update their Supervisor of the status of their condition at least once a week.
- (c) In addition to the requirement of (b) above, Management may request from any employee with more than three (3) occurrences of single or multiple days illness or injury within a calendar year, a similar medical certificate for each additional occurrence due to illness or injury for the purposes of verifying entitlement for sick pay.
- (d) The employee will receive an advance caution from Human Resources before such a request is made.
- (e) 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 posed.

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

- (i) Provide immediately following such twenty-four (24) days, a medical certificate from their physician or nurse practitioner covering the illness or injury, the latest date the employee was seen by the physician or nurse practitioner and the probable date on which the employee will return to duty; and

- (ii) Provide further medical certificates from their physician or nurse practitioner, covering the same information, following each subsequent twenty-four (24) consecutive working days of absence.

19.04 Where a medical certificate is required under the Collective Agreement or by the Management, employees who are not in the Attendance Management Program shall be reimbursed for the cost of the medical certificate up to a maximum of fifty dollars (\$50.00) with an original receipt, unless the requirement to provide a medical certificate has specifically been waived by the Management. Notwithstanding the foregoing, the Management shall continue to pay the full cost of an IME (Independent Medical Evaluation).

19.05 An employee who absents themselves from work for three (3) consecutive working days, other than for proven illness, injury or other just cause, and has not communicated with their Supervisor or the Control Centre during that time shall be deemed to have resigned and their employment shall be terminated by the Management.

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

20.01 Any benefit claims submitted for reimbursement must be for products or services that are medically necessary. The Management will administer the following coverage for employees:

- (a) (i) Group life insurance of one (1) 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 (1) times annual salary coverage, and the premium cost for the first (1st) half (½) of the coverage in excess of one (1) times salary shall be borne by Management. The premium cost for the remaining coverage shall be borne by the employee through regular payroll deductions.
- (ii) The Management shall provide a three thousand dollars (\$3,000.00) paid-up Group Life Insurance Policy for employees who retire on or after April 1, 1992.
- (b) Semi-private hospital care.
- (c) Private duty nursing at home to a maximum amount of twenty-five thousand dollars (\$25,000.00) per person per three (3) benefit years. (\$25,000.00)
- (d) Major medical coverage including prescription drugs with no annual deductible (current mandatory generic prescription features for use in Canada will be provided), hearing aid benefit of seven hundred dollars (\$700.00) per year per family, and an optical benefit of four hundred fifty dollars (\$450.00) 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 the cost of laser surgery. Employees may borrow from their optical benefit four hundred fifty dollars (\$450.00) from the next benefit period in order to apply such amount towards laser eye surgery (to maximum nine hundred dollars (\$900.00)). If the employee leaves the Toronto Zoo prior to being entitled to the coverage of the second (2nd) benefit period, the amount owing will be deducted from the employee's final pay.

Reimbursement for drugs shall be subject to a dispensing fee cap of nine dollars (\$9.00) per prescription. The dispensing fee cap for eligible compound drugs shall be twenty-five dollars (\$25.00) per prescription.

Non-generic drugs will be covered if:

- (i) There is no generic substitution; or
- (ii) Generic drugs are the same cost to the Management, or more expensive; or
- (iii) Upon the insurer's approval of an application completed by the employee's physician confirming that the generic drug is not medically effective, or not medically tolerated, such approval shall not be unreasonably withheld.
- (e) A Dental Plan providing benefits through the Green Shield Canada plan (no deductible), with Basic Services and Supplementary Basic Services (periodontic/endontic); dentures including a major restorative with the employee paying forty percent (40%) of the co-insured cost with an annual maximum payment provision of three thousand dollars (\$3,000.00) per person. Expenses to be covered will be as follows: Single crown restoration (Caps) inlays, onlays, composite and tooth-coloured filling restorations, and fixed bridgework.

Recall for Basic Services is every nine (9) months and a one (1) year lag for ODA rates.

- (f) The Management agrees to institute coverage to provide orthodontic care to a lifetime maximum of three thousand dollars (\$3,000.00) based on fifty percent (50%) payment of current ODA rates effective the month following ratification by both parties.

- (g) The Management will provide paramedical coverage for the services of a licensed chiropractor, chiropodist, osteopath, podiatrist, physiotherapist, naturopath, homeopath and Registered Massage Therapist, for a reasonable and customary cost per visit to an annual maximum of seven hundred fifty dollars (\$750.00) per practitioner per calendar year (the benefit year is January 1 to December 31), thirty-five dollars (\$35.00) maximum for x-rays to a combined total of one thousand five hundred dollars (\$1,500.00) and payable only after O.H.I.P. ceases to pay any portion of the expenses, and one (1) eye exam by a licensed optometrist per year. Alternatively, eligible persons will have the option of combining the cost toward one (1) particular benefit to a maximum of one thousand five hundred dollars (\$1,500.00) per person, per calendar year. The Management will provide psychologist services to a maximum of one thousand dollars (\$1,000.00) per person per benefit year. Psychologist services providers are registered psychologists, registered psychotherapists or registered Masters of Social Work (MSW) practitioners who are members of good standing with their respective Colleges.

It is understood that services of the above mentioned Registered Massage Therapist will require a prescription from a licensed physician, surgeon, osteopath in accordance with the Medicine Act, 1991 or nurse practitioner every benefit year in order to be eligible for reimbursement. This prescription must be provided once per calendar year and dated prior to the first (1st) claim of that year.

For prescriptions from an osteopath, the osteopath must be a member of an Osteopathic Association.

- (h) Effective upon ratification, erectile dysfunction medication will be limited to a maximum of forty (40) tablets every three (3) months based on first (1st) claim paid, unless there is a medically supported requirement that an employee receive a greater number of tablets.
- (i) One (1) pair of orthopaedic devices per person every two (2) benefit years provided that they are prescribed by an orthopaedic surgeon, podiatrist or chiropodist as being medically necessary for everyday use, and the diagnosis is by way of biomechanical examination; eligible persons eighteen (18) years of age and under shall be limited to three (3) pairs of orthopaedic devices per benefit year. Off the shelf orthopaedic devices will only be allowed if there is a custom made modification and reimbursement of expenses will be limited to the cost of such modification.
- (j) Benefit claims for active employees must be submitted to the Benefits Carrier no later than the end of the twelve (12) month period following the date that the service was incurred. For example, if an employee used a service on July 1, 2021, the employee must submit the claim to the Benefits Carrier no later than June 30, 2022. The Management agrees to communicate this change to all affected unionized employees no less than three (3) months prior to implementation.
- 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 layoff and in the case of illness or injury, 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 twenty dollars (\$20.00) (family) and ten (\$10.00) (single), semi-private hospital care, group life insurance and dental plan, until such employee attains the age of sixty-five (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 their sixty-fifth (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 sixty-fifth (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 one hundred percent (100%) of the cost thereof to provide a Long Term Disability benefit of seventy-five percent (75%) of basic salary, to a maximum benefit of three thousand dollars (\$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 the Management makes contributions, such Long Term Disability to be payable after six (6) 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 they are in receipt of sick pay benefits from the Management.

- (b) Persons in receipt of Long Term Disability benefits will receive comprehensive medical protection, dental coverage, and semi-private hospital care for a period of five (5) years from the date of benefits approval by the Carrier or until age sixty-five (65) whichever comes first (1st).
- 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 Management and if the effect of that disability waiver of premium benefit is to reduce the employee's pension entitlement, the Management 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 sixty-five (65) shall have their benefits adjusted as follows:

- (i) Life Insurance one times (1 x) salary until age seventy (70) and then twenty thousand dollars (\$20,000.00) thereafter.
- (ii) Optional life two times (2 x) salary until age seventy (70) then twenty thousand dollars (\$20,000.00) thereafter as per 20.01(a)(i).
- (iii) AD&D one times (1 x) annual salary until age seventy (70) then twenty thousand dollars (\$20,000.00) thereafter.
- (iv) No LTD past age sixty-five (65).
- (v) Drug Coverage-Integrated with the Ontario Drug Plan with ODP first (1st) payment.

20.10 Benefit Plan Book

The Management shall make the benefit plan book available to eligible employees and shall provide updates as soon as practicable thereafter. The Management shall provide access to the online portal for the plan booklet. Should an employee specifically request it, a physical copy shall be provided to them by the Management.

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 (1) or more years of continuous service as of anniversary date: three (3) weeks;
 - (ii) After two (2) or more years of continuous service as of the anniversary date: four (4) weeks;
 - (iii) After nine (9) or more years of continuous service as of the anniversary date: five (5) weeks;
 - (iv) After sixteen (16) or more years of continuous service as of the anniversary date: six (6) weeks;
 - (v) After eighteen (18) or more years of continuous service as of the anniversary date: one (1) additional vacation day per year, in addition to the vacation entitlement, up to a maximum of seven (7) weeks;
- (b) During the first (1st) year of employment an employee may be granted one (1) week of vacation prior to their anniversary date and the second (2nd) and third (3rd) week at a time after their anniversary date.
- (c) All employees who qualify to receive vacation leave in accordance with the schedule (i to v) above shall be eligible to receive vacation with pay at any time after January 1st of each calendar year, provided that the Management 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 their vacation into the following calendar year. Such request must be made in writing to the Human Resources Branch through their 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.

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- 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 they have not taken their 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) Three (3) weeks entitlement – Six percent (6%)
 - (ii) Four (4) weeks entitlement – Eight percent (8%)
 - (iii) Five (5) weeks entitlement – Ten percent (10%)
 - (iv) Six (6) weeks entitlement – Twelve percent (12%)
 - (v) Seven (7) or more weeks entitlement – Fourteen percent (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) During the period from June 1st to Labour Day, initial vacation selection, which shall be on the basis of seniority, will be limited to:
 - Employee with seven (7) weeks of vacation: Four (4) weeks
 - Employee with six (6) weeks of vacation: Three (3) weeks
 - Employee with five (5) weeks of vacation: Two (2) weeks
 - Employee with four (4) weeks of vacation: Two (2) weeks
 - Employee with three (3) weeks of vacation: One (1) week
- It is understood that employees may book their week(s) in any block of time as per (h). Additional requests in excess of the above will be considered on the basis of seniority after all other first (1st) requests have been allotted.
- (c) Vacation application forms shall be issued to all employees during the first (1st) week of January and vacation requests shall be submitted to the Supervisor no later than the first (1st) week of February following. The employee shall be informed of the approval or denial of their request no later than the (1st) first week of March following and shall not be altered unless by mutual consent.
 - (d) An employee who wishes to take vacation during January, February or March, shall submit a request in writing to their Supervisor not later than October first (1st) preceding entitlement. The employee shall be informed of the approval or denial of their request not later than November first (1st) preceding entitlement.
 - (e) 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.
 - (f) 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.
 - (g) When an employee wishes to cancel a period of vacation which has been approved pursuant to the provisions of this Article, they must do so not less than sixty (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.
 - (h) Vacation may be taken in any block of time including one (1) day not to exceed a maximum of five (5) single days and in accordance with paragraph (b) above, except upon approval by the Division Head.
- 21.06**
- (a) An employee who dies prior to taking their annual vacation, shall have paid to their estate an amount equal to the vacation pay they would have received as vacation pay.
 - (b) An employee who ceases to be employed prior to taking their vacation shall receive all vacation pay according to their earned entitlement.

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- (c) When an employee on a scheduled period of vacation is hospitalized or confined to their residence for one (1) week or more as a result of a serious illness or injury, the employee shall be entitled to claim Leave-for-Illness or Injury allowance or IIP, as applicable, in lieu of vacation for the hospitalization provided that written notice is given to the Chief Executive Officer, or their designate, at the commencement of hospitalization or confinement and verification is provided upon the employee's return by a medical 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 or Injury, or IIP, as applicable, prior to the start of their annual vacation and is unable to start their vacation due to this illness or injury, the vacation may be rescheduled to be taken prior to the calendar year end, wherever possible.

21.07 Subject to the provisions of 21.05 (b), 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. Indoor Gardeners
2. Outdoor Gardeners
3. Materials Collections
4. General Maintenance
5. Electrical/Plumbing
6. Transit & Fleet
7. Utilities
8. Graphics Designer
9. Africa Rainforest Pavilion
10. Americas Pavilion and Mayan Temple
11. Australasia Pavilion
12. Canadian Domain and Tundra Trek
13. Eurasia Paddocks
14. IndoMalaya Pavilion and Paddocks
15. Inside Savanna
16. Outreach and Discovery
17. Outside Savanna
18. Reproductive Science
19. Wildlife Health Centre Keepers, Lead Keepers, and Main Barn
20. Wildlife Health Technicians
21. Wildlife Nutrition Centre
22. Registrar, Animal Logistics Coordinator and Wildlife and Science Clerk
23. Office Clerk - Grade 3 by Branch
24. Accounting Clerks
25. Purchasing and Supply
26. Custodial

- 27. Guest Operations Clerks
- 28. Guest Relations Clerks
- 29. Learning and Engagement
- 30. Partnerships and Events
- 31. Sales Clerks
- 32. Strategic Communications
- 33. Wildlife Conservancy
- 34. Exhibit Design Technician

ARTICLE 22 – PAID HOLIDAYS

- 22.01** (a) All employees shall receive the following holidays:
- | | | |
|-----|----------------|------------------|
| (i) | New Year's Day | Civic Holiday |
| | Family Day | Labour Day |
| | Good Friday | Thanksgiving Day |
| | Easter Monday | Remembrance Day |
| | Victoria Day | Christmas Day |
| | Canada Day | Boxing 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 or injury, the floating days will be assigned on the last days of the contract year and no deduction will be made from their Leave-for-Illness or Injury or Illness or Injury Plan 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 pay when they are 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 or injury, they may be paid out of their accumulated Leave-for-Illness or Injury allowance or Illness or Injury Plan.
- 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 (5) days in the week in which a statutory holiday occurs, but not upon the holiday, and is absent for a day due to illness, injury 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 (7)-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 0001 and midnight on the day of the holiday.
- 22.07**
- (a) An employee may accumulate a total of ten (10) lieu days whether from paid holidays or overtime worked as in Article 14.06.
 - (b) Four (4) days written notice shall be given by employees of their intention to take lieu days with a written answer within forty-eight (48) hours
 - (c) Written answer within forty-eight (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 one (1) of either Christmas Day or Boxing Day or New Year's Day as a scheduled day off, if requested one (1) month in advance.

ARTICLE 23 - HEALTH & 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 choose to either accept the safety boots supplied by the Management or be provided with a safety boot allowance of one hundred forty dollars (\$140.00) 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 they believe 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) The Management shall only release information pertaining to a WSIB claim, including Form 7, upon written consent of the employee.
 - (c) When the Management requires more information or objects to a WSIB claim, the 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 employee requests Union representation, when practicable the Union shall be notified by the Management five (5) days in advance of the 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 Management.
- (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 their Supervisor immediately of any losses and/or shortages.
- 24.02** Uniform parkas or three-in-one (3-in-1) jackets 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 (1) day at the alternate job, shall receive their regular rate or the minimum rate of the range of the job to which they have 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 their 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 the Management vehicles must be in possession of the appropriate driver's license 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 their driver's license.
- (c) Employees shall not normally be required to use their own vehicles to perform duties for the Management, but if employees do use their own automobiles for authorized duties, the mileage allowance paid for kilometers shall be set annually as the reasonable rate established by the Canada Revenue Agency (CRA) under Section 7306 of the Income Tax Regulations, C.R.C., c.945 to ensure that the expense reimbursed is non-taxable income to the employee.
- (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 their 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 their Supervisor for instructions.
- 25.05** (a) An employee may be required in special circumstances, on instructions from their 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 (4) hour's pay at current straight time rates.
- (c) Should the employee work during the stand-by period, they 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:

Auto Mechanic / Auto Body Repair
Carpenter / Painter/Maintenance Person / Welder
Craftsperson
Electrician
Exhibit Design Technician
Gardener
HVACR Technician
Materials Collection
Plumber
Keeper
Nutrition Assistant
Wildlife Health Technician
Custodian
Guest Relations Clerk
Partnerships & Events Associate
Sales Clerk
Strategic Communications Coordinator
Accounting Clerk

- (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).

Horticulture
Materials Collection
Electrical
Exhibit Design
General Maintenance
Plumbing
Transit & Fleet
Utilities
Wildlife Health Centre – Wildlife Health Technicians
Wildlife Health Centre and Main Barn - Keepers
Wildlife Nutrition Centre
Africa Rainforest Pavilion
Americas (Pavilion and Mayan Temple)
Australasia Pavilion

Canadian Domain and Tundra Trek
Eurasia Paddocks
IndoMalaya Pavilion and Paddocks
Inside Savanna
Outreach and Discovery
Outside Savanna
Custodial
Guest Relations
Membership
Partnerships and Events
Strategic Communications
Accounting

- (b) For such absences of less than one (1) hour, no acting appointment will be made but for such absences of more than one (1) 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 (1) 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 thirty-seven cents (\$0.37) per hour differential between the top two (2) grades as listed below;

Grade 4 - Grade 3

Grade 3 - Grade 2

Grade 2 - Grade 1

except for the classifications of Office Clerk, Guest Relations 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, three (3)-ton and over dump truck, and garbage packer truck, will receive a heavy equipment premium of one dollar and thirty cents (\$1.30) 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.
 - (b) Persons operating chainsaws will receive a premium of one dollar and thirty cents (\$1.30) per hour for time actually spent operating the equipment.
 - (c) Employees required to spray pesticide will receive an one dollar and thirty cents (\$1.30) per hour for the time actually spent spraying.
 - (d) Employees who perform farrier or blacksmith services, whose hours have been approved by the Veterinarian, will be paid a premium of one dollar and thirty cents (\$1.30) for every hour actually spent performing those tasks.
 - (e) Persons operating a vehicle requiring C.V.O.R. certification to transport live animals offsite will receive a premium of one dollar and thirty cents (\$1.30) per hour for time actually spent operating the vehicle.

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	Welder
General Carpenter	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 Negotiations Committee within ten (10) working days following receipt by the Union, in order for the Union to make representation.
- (b) Where possible, the 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 Negotiations 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 their designate.

- 26.03** An establishment will exist at the Grade 2 level in the classifications of:

Wildlife Health Technician
Graphics Designer
Exhibit Design Technician
Materials Collection
Guest Relations Clerk
Sales Clerk
Maintenance Person

And the following Trades positions:

HVACR Technician
Plumber
Electrician
General Carpenter
Painter
Auto Mechanic.

An establishment will exist at the Grade 3 level in the classifications of:

Accounting Clerk
Partnerships and Events Associate

Strategic Communications Coordinator

An establishment will exist at the Grade 4 level in the classifications of:

Keeper

Gardener

Nutrition Assistant

Custodian

Remaining job classifications are single grade positions.

26.04 As a general rule a person hired from outside the Toronto Zoo staff with virtually no experience, will be placed in the lowest grade of their classification. Any person who in the Management's judgement has had previous relevant experience may be appointed at any point to 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 Toronto 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 (1) grade to the next by meeting the requirements of, a satisfactory evaluation by their Supervisor, successfully completing a test relative to their work, and having completed the number of qualification years as set out below:

4 Grades

- (a) Grade 1 to Grade 2 – two (2) years from starting date (or two (2) years from starting at the Grade 1 level)
- (b) Grade 2 to Grade 3 – four (4) years from starting date (or two (2) years from starting at the Grade 2 level)
- (c) Grade 3 to Grade 4 – seven (7) years from starting date (or three (3) years from starting at the Grade 3 level)*

3 Grades

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

2 Grades

- (a) Grade 1 to Grade 2 – three (3) years from starting date*

*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.

- Qualification years is defined as actual time worked.

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

- (a) The employee's annual evaluation will count for fifty percent (50%) of the requirement for promotion.
- (b) The examination will count for fifty percent (50%) of the requirement for promotion.
- (c) The requirement for promotion will be sixty-five percent (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 six (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 six (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 the 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 their next qualification period will begin on the date of promotion. Promotions shall be considered on the basis of the following factors: education, training, related work experience, performance evaluations, and seniority.
- 27.05** It is also understood that persons promoted to a higher grade level will receive the six (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 upgrading examination will be given within one (1) month of their 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 Toronto Zoo. Includes school children, seniors, adults and groups with special needs.
 - (ii) Give information at the front gate map and other maps or provide wayfinding information on site as well as acting as stationary guides near animals and/or plants. 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 and/or plants.
 - (iii) Operate interpretative stations.
 - (iv) Present outreach programs.
 - (v) Assist Toronto Zoo employee(s) in the preparation of fact sheets and materials for the outreach programs identified in (iv).
 - (vi) Assist Toronto Zoo employee(s) in the gathering and preservation of biofacts.
 - (vii) Staffing Toronto Zoo display booths at community events along with other Toronto Zoo personnel.
 - (viii) Assist Toronto Zoo employee(s) with educator professional development seminars when requested by the Learning & Engagement Branch.
 - (ix) Assisting employees with animal and flora observation and documentation under close supervision.
 - (x) Assisting with Toronto Zoo and Wildlife Conservancy fundraising events.
 - (xi) Provide educational commentaries throughout the Toronto Zoo. Union to be advised prior to commencement.
 - (xii) Helping at special events, such as special animal exhibits, with prior Union agreement.
 - (xiii) Writing and producing volunteer newsletters and other volunteer communications.
 - (xiv) Assisting Toronto Zoo employees with Zoo Camp.
 - (xv) Upon notification to the Union thirty (30) days prior to the event, up to ten (10) community groups annually may assist Zoo employees with browse collection, mass plantings of native species, or mass removal of invasive weeds.
- (b) No duties, except those outlined in (a), may be performed unless mutually agreed to by the 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 Management.

- (d) No volunteers shall do a Bargaining Unit job.

ARTICLE 29 – GENERAL

- 29.01** The President of the Union shall sign all Union correspondence addressed to the Chief Executive Officer except in the event of their absence, inability, or where it is a question of timeliness, in which event the Vice President or Recording Secretary will sign such correspondence. All correspondence from Management to the Union shall be directed to the Recording Secretary.
- 29.02** Any employee who resigns shall receive all monies except pension monies due to them payable within seven (7) work days of their last working day unless a request is made to the Human Resources Manager with reasonable grounds for more immediate payment.
- 29.03** Upon ratification of this Agreement by both Parties and following the preparation by the Chief Executive Officer or their designate of the actual contract for signature, the Union Negotiations 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.
- 29.04** Employees shall not be subject to direction or interference in their work by persons other than members of the Toronto Zoo staff performing a supervisory function.
- 29.05** The Management will arrange to print a limited number of copies of the Collective Agreement at a Union Shop, including at least fifty (50) copies for the Union and one (1) for every Unit. Employees shall be provided with a digital copy of this Collective Agreement and the Management will ensure employees are able to access it through a digital platform. The cost of same shall be shared equally between the Union and the Management. Copies of the Collective Agreement will be distributed by the Union to members of the Bargaining Unit.
- 29.06** Each employee shall be given an annual evaluation as close as practical to their anniversary date. An employee, if they request, will be allowed twenty-four (24) hours to study a copy of their 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.
- 29.07** (a) An employee shall have the right upon giving a minimum of twenty-four (24) hours written notice, to have access to and review of their personnel and medical files.
- (b) An employee shall have the right to request copies of any material contained in their personnel file.
- 29.08** 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.
- 29.09** 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 their duties, it is the policy of the Management that:
- (a) The employee charged shall, in the first (1st) instance, be responsible for their own defense including the retaining of legal counsel.
- (b) If the employee is acquitted of the charge and their legal costs do not exceed five thousand dollars (\$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 their legal costs exceed five thousand (\$5,000.00), the account shall be referred to the Board of Management for their consideration.

ARTICLE 31 – EQUITY, DIVERSITY & INCLUSION

- 31.01** The Parties agree to the principle of a representative workforce and are mutually committed to creating a diverse workforce that is reflective of the communities we serve, as well as building an inclusive workplace culture with an emphasis on employment opportunities for under-represented, equity seeking and racialized groups. This includes the need for, and encouragement of, greater awareness and acceptance of diversity in the workplace and pro-active initiatives

to promote and support diversity and inclusion of under-represented, equity seeking, and racialized groups, and addressing systemic barriers which prevent members of these groups from access to employment at the Toronto Zoo.

The Equity, Diversity & Inclusion Committees shall include an equal number of members representing the Management and the Union (including at least one (1) member of the Union Executive on the Employment Committee). These Committees shall meet as agreed. The mandate of these Committees include, but are not limited to:

- 1) Increasing the range of opportunities for permanent jobs as it pertains to the under-represented, equity seeking, and racialized groups.
- 2) Engaging in equity, diversity, and inclusion plans with the shared goal of creating working conditions that are accessible, removing systemic barriers to employment opportunities, including barriers in job postings and the recruitment process.
- 3) Identifying and working to remove attitudinal and communications barriers that hinder the participation of equity seeking and racialized groups from accessing or participating fully in the workplace.
- 4) Youth/Community/Educational outreach initiatives with a view to careers at the Toronto Zoo.
- 5) Creating special programs to ameliorate conditions of disadvantage as set out in section 15(2) of the Canadian Charter of Rights and Freedoms and s.14 of the Ontario Human Rights Code.

At the start of each calendar year, the Union and the Management, through the Equity, Diversity & Inclusion Employment Committee will jointly agree upon a Unit(s) for which two (2) full-time vacant Bargaining Unit positions will be considered for targeted postings. Positions will be concurrently posted externally and internally in an effort to attract candidates from under-represented, equity seeking, and racialized groups, using diverse outlets for advertising positions within these groups and working with community agencies and partners.

ARTICLE 32 – DURATION

- 32.01** The terms of this Collective Agreement, which supersedes all other written, expressed or implied, shall become effective from the first (1st) of April, 2021, until the thirty-first (31st) of March 2026.
- 32.02** 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.
- 32.03** 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

For the purpose of clarification, all employees who have left the employ of the Toronto Zoo for whatever reason and employees who may have been laid off, shall be eligible for retroactive base pay wage increases on the basis of all hours worked prior to leaving the employ of the Toronto Zoo. The Parties agree to amend Appendix A to reflect these wage increases.

APRIL 1, 2021

<u>Classification</u>	<u>Start Rate</u>	<u>3 Mo. Rate</u>	<u>6 Mo. Rate</u>
Animal Logistics Coordinator	\$31.83	\$33.96	\$35.37
Reproductive Sciences Coordinator	\$31.83	\$33.96	\$35.37
Electrician Gr 2	\$31.65	\$33.75	\$35.16
HVACR Technician Gr 2	\$31.65	\$33.75	\$35.16
Auto Mechanic Gr 2	\$31.65	\$33.75	\$35.16
Plumber Gr 2	\$31.65	\$33.75	\$35.16
Painter Gr 2	\$31.04	\$33.11	\$34.49
General Carpenter Gr 2	\$31.04	\$33.11	\$34.49
Lead Keeper	\$30.74	\$32.78	\$34.15
Keeper Gr 4	\$30.74	\$32.78	\$34.15
Wildlife Health Technician Gr 2	\$30.74	\$32.78	\$34.15
Reproductive Research Assistant	\$30.74	\$32.78	\$34.15
Plumber Gr 1	\$30.51	\$32.55	\$33.90
HVACR Technician Gr 1	\$30.51	\$32.55	\$33.90
Electrician Gr 1	\$30.51	\$32.55	\$33.90
Auto Mechanic Gr 1	\$30.51	\$32.55	\$33.90
Auto Body Repair	\$29.93	\$31.92	\$33.25
General Carpenter Gr 1	\$29.93	\$31.92	\$33.25
Painter Gr 1	\$29.93	\$31.92	\$33.25
Welder	\$29.93	\$31.92	\$33.25
Ride Mechanic	\$29.93	\$31.92	\$33.25
Gardener Gr 4	\$29.63	\$31.61	\$32.93
Keeper Gr 3	\$29.63	\$31.61	\$32.93
Nutrition Assistant Gr 4	\$29.63	\$31.61	\$32.93
Strategic Communications Coordinator Gr 3	\$29.63	\$31.61	\$32.93
Nutrition Laboratory Assistant	\$29.63	\$31.61	\$32.93

Partnerships & Events Associate Gr 3	\$29.63	\$31.61	\$32.93
Locksmith	\$29.63	\$31.61	\$32.93
Curatorial Gardener	\$28.54	\$30.45	\$31.71
Learning & Engagement Coordinator	\$28.54	\$30.45	\$31.71
Communications Coordinator (Wildlife Conservancy)	\$28.54	\$30.45	\$31.71
Prospect Research Officer (Wildlife Conservancy)	\$28.54	\$30.45	\$31.71
Exhibit Design Technician Gr 2	\$28.54	\$30.45	\$31.71
Strategic Communications Coordinator Gr 2	\$28.54	\$30.45	\$31.71
Wildlife Health Technician Gr 1	\$28.54	\$30.45	\$31.71
Keeper Gr 2	\$28.54	\$30.45	\$31.71
Partnerships & Events Associate Gr 2	\$28.54	\$30.45	\$31.71
Service Technician	\$28.54	\$30.45	\$31.71
Accounting Clerk Gr 3	\$27.43	\$29.27	\$30.48
Control Operator	\$27.43	\$29.27	\$30.48
Volunteering & Engagement Coordinator	\$27.43	\$29.27	\$30.48
Fund Development Programs Coordinator (Wildlife Conservancy)	\$27.43	\$29.27	\$30.48
Exhibit Design Technician Gr 1	\$27.43	\$29.27	\$30.48
Database Coordinator (Wildlife Conservancy)	\$27.43	\$29.27	\$30.48
Strategic Communications Coordinator Gr 1	\$27.43	\$29.27	\$30.48
Gardener Gr 3	\$27.43	\$29.27	\$30.48
Graphics Designer Gr 1	\$27.43	\$29.27	\$30.48
Registrar	\$27.43	\$29.27	\$30.48
Adopt A Pond Coordinator	\$26.35	\$28.10	\$29.27
Project Coordinator	\$26.35	\$28.10	\$29.27
Custodian Gr 4	\$26.35	\$28.10	\$29.27
Gardener Gr 2	\$26.35	\$28.10	\$29.27
Guest Relations Clerk Gr 2	\$26.35	\$28.10	\$29.27
Keeper Gr 1	\$26.35	\$28.10	\$29.27
Materials Collection Gr 2	\$26.35	\$28.10	\$29.27
Sales Clerk Gr 2	\$26.35	\$28.10	\$29.27
Nutrition Assistant Gr 3	\$26.35	\$28.10	\$29.27
Partnerships & Events Associate Gr 1	\$26.35	\$28.10	\$29.27

Purchasing & Supply Clerk	\$26.35	\$28.10	\$29.27
Inventory & Merchandising Clerk	\$26.35	\$28.10	\$29.27
Apprenticeship Tradesperson	\$25.28	\$26.97	\$28.09
Wildlife & Science Clerk	\$25.28	\$26.97	\$28.09
Guest Operations Clerk	\$25.28	\$26.97	\$28.09
Materials Collection Gr 1	\$25.28	\$26.97	\$28.09
Office Clerk Gr 3	\$25.28	\$26.97	\$28.09
Receiving & Supply Clerk	\$25.28	\$26.97	\$28.09
Maintenance Person Gr 2	\$24.41	\$26.04	\$27.12
Accounting Clerk Gr 2	\$24.17	\$25.79	\$26.86
Custodian Gr 3	\$24.17	\$25.79	\$26.86
Gardener Gr 1	\$24.17	\$25.79	\$26.86
Guest Relations Clerk Gr 1	\$24.17	\$25.79	\$26.86
Sales Clerk Gr 1	\$24.17	\$25.79	\$26.86
Nutrition Assistant Gr 2	\$24.17	\$25.79	\$26.86
Custodian Gr 2	\$23.08	\$24.62	\$25.64
Learning & Engagement Assistant	\$23.08	\$24.62	\$25.64
Maintenance Person Gr 1	\$22.21	\$23.69	\$24.68
Accounting Clerk Gr 1	\$21.99	\$23.46	\$24.44
Nutrition Assistant Gr 1	\$21.99	\$23.46	\$24.44
Custodian Gr 1	\$20.88	\$22.27	\$23.19

NOTE

Starting rate is calculated at ninety percent (90%) of the six (6) month rate.

Three (3) month rate is calculated at ninety-six percent (96%) of the six (6) month rate.

APRIL 1, 2022

<u>Classification</u>	<u>Start Rate</u>	<u>3 Mo. Rate</u>	<u>6 Mo. Rate</u>
Animal Logistics Coordinator	\$32.15	\$34.29	\$35.72
Reproductive Sciences Coordinator	\$32.15	\$34.29	\$35.72
Electrician Gr 2	\$31.96	\$34.09	\$35.51
HVACR Technician Gr 2	\$31.96	\$34.09	\$35.51
Auto Mechanic Gr 2	\$31.96	\$34.09	\$35.51
Plumber Gr 2	\$31.96	\$34.09	\$35.51
Painter Gr 2	\$31.35	\$33.44	\$34.83
General Carpenter Gr 2	\$31.35	\$33.44	\$34.83
Lead Keeper	\$31.04	\$33.11	\$34.49
Keeper Gr 4	\$31.04	\$33.11	\$34.49
Wildlife Health Technician Gr 2	\$31.04	\$33.11	\$34.49
Reproductive Research Assistant	\$31.04	\$33.11	\$34.49
Plumber Gr 1	\$30.82	\$32.87	\$34.24
HVACR Technician Gr 1	\$30.82	\$32.87	\$34.24
Electrician Gr 1	\$30.82	\$32.87	\$34.24
Auto Mechanic Gr 1	\$30.82	\$32.87	\$34.24
Auto Body Repair	\$30.23	\$32.24	\$33.58
General Carpenter Gr 1	\$30.23	\$32.24	\$33.58
Painter Gr 1	\$30.23	\$32.24	\$33.58
Welder	\$30.23	\$32.24	\$33.58
Ride Mechanic	\$30.23	\$32.24	\$33.58
Gardener Gr 4	\$29.93	\$31.93	\$33.26
Keeper Gr 3	\$29.93	\$31.93	\$33.26
Nutrition Assistant Gr 4	\$29.93	\$31.93	\$33.26
Strategic Communications Coordinator Gr 3	\$29.93	\$31.93	\$33.26
Nutrition Laboratory Assistant	\$29.93	\$31.93	\$33.26
Partnerships & Events Associate Gr 3	\$29.93	\$31.93	\$33.26
Locksmith	\$29.93	\$31.93	\$33.26

Curatorial Gardener	\$28.83	\$30.75	\$32.03
Learning & Engagement Coordinator	\$28.83	\$30.75	\$32.03
Communications Coordinator (Wildlife Conservancy)	\$28.83	\$30.75	\$32.03
Prospect Research Officer (Wildlife Conservancy)	\$28.83	\$30.75	\$32.03
Exhibit Design Technician Gr 2	\$28.83	\$30.75	\$32.03
Strategic Communications Coordinator Gr 2	\$28.83	\$30.75	\$32.03
Wildlife Health Technician Gr 1	\$28.83	\$30.75	\$32.03
Keeper Gr 2	\$28.83	\$30.75	\$32.03
Partnerships & Events Associate Gr 2	\$28.83	\$30.75	\$32.03
Service Technician	\$28.83	\$30.75	\$32.03
Accounting Clerk Gr 3	\$27.70	\$29.55	\$30.78
Control Operator	\$27.70	\$29.55	\$30.78
Volunteering & Engagement Coordinator	\$27.70	\$29.55	\$30.78
Fund Development Programs Coordinator (Wildlife Conservancy)	\$27.70	\$29.55	\$30.78
Exhibit Design Technician Gr 1	\$27.70	\$29.55	\$30.78
Database Coordinator (Wildlife Conservancy)	\$27.70	\$29.55	\$30.78
Strategic Communications Coordinator Gr 1	\$27.70	\$29.55	\$30.78
Gardener Gr 3	\$27.70	\$29.55	\$30.78
Graphics Designer Gr 1	\$27.70	\$29.55	\$30.78
Registrar	\$27.70	\$29.55	\$30.78
Adopt A Pond Coordinator	\$26.61	\$28.38	\$29.56
Project Coordinator	\$26.61	\$28.38	\$29.56
Custodian Gr 4	\$26.61	\$28.38	\$29.56
Gardener Gr 2	\$26.61	\$28.38	\$29.56
Guest Relations Clerk Gr 2	\$26.61	\$28.38	\$29.56
Keeper Gr 1	\$26.61	\$28.38	\$29.56
Materials Collection Gr 2	\$26.61	\$28.38	\$29.56
Sales Clerk Gr 2	\$26.61	\$28.38	\$29.56
Nutrition Assistant Gr 3	\$26.61	\$28.38	\$29.56
Partnerships & Events Associate Gr 1	\$26.61	\$28.38	\$29.56
Purchasing & Supply Clerk	\$26.61	\$28.38	\$29.56
Inventory & Merchandising Clerk	\$26.61	\$28.38	\$29.56

Apprenticeship Tradesperson	\$25.53	\$27.24	\$28.37
Wildlife & Science Clerk	\$25.53	\$27.24	\$28.37
Guest Operations Clerk	\$25.53	\$27.24	\$28.37
Materials Collection Gr 1	\$25.53	\$27.24	\$28.37
Office Clerk Gr 3	\$25.53	\$27.24	\$28.37
Receiving & Supply Clerk	\$25.53	\$27.24	\$28.37
Maintenance Person Gr 2	\$24.65	\$26.30	\$27.39
Accounting Clerk Gr 2	\$24.41	\$26.04	\$27.13
Custodian Gr 3	\$24.41	\$26.04	\$27.13
Gardener Gr 1	\$24.41	\$26.04	\$27.13
Guest Relations Clerk Gr 1	\$24.41	\$26.04	\$27.13
Sales Clerk Gr 1	\$24.41	\$26.04	\$27.13
Nutrition Assistant Gr 2	\$24.41	\$26.04	\$27.13
Custodian Gr 2	\$23.31	\$24.87	\$25.90
Learning & Engagement Assistant	\$23.31	\$24.87	\$25.90
Maintenance Person Gr 1	\$22.43	\$23.93	\$24.93
Accounting Clerk Gr 1	\$22.21	\$23.69	\$24.68
Nutrition Assistant Gr 1	\$22.21	\$23.69	\$24.68
Custodian Gr 1	\$21.09	\$22.49	\$23.42

NOTE

Starting rate is calculated at ninety percent (90%) of the six (6) month rate.

Three (3) month rate is calculated at ninety-six percent (96%) of the six (6) month rate.

APRIL 1, 2023

<u>Classification</u>	<u>Start Rate</u>	<u>3 Mo. Rate</u>	<u>6 Mo. Rate</u>
Animal Logistics Coordinator	\$32.47	\$34.64	\$36.08
Reproductive Sciences Coordinator	\$32.47	\$34.64	\$36.08
Electrician Gr 2	\$32.28	\$34.44	\$35.87
HVACR Technician Gr 2	\$32.28	\$34.44	\$35.87
Auto Mechanic Gr 2	\$32.28	\$34.44	\$35.87
Plumber Gr 2	\$32.28	\$34.44	\$35.87
Painter Gr 2	\$31.66	\$33.77	\$35.18
General Carpenter Gr 2	\$31.66	\$33.77	\$35.18
Lead Keeper	\$31.36	\$33.44	\$34.84
Keeper Gr 4	\$31.36	\$33.44	\$34.84
Wildlife Health Technician Gr 2	\$31.36	\$33.44	\$34.84
Reproductive Research Assistant	\$31.36	\$33.44	\$34.84
Plumber Gr 1	\$31.13	\$33.20	\$34.58
HVACR Technician Gr 1	\$31.13	\$33.20	\$34.58
Electrician Gr 1	\$31.13	\$33.20	\$34.58
Auto Mechanic Gr 1	\$31.13	\$33.20	\$34.58
Auto Body Repair	\$30.53	\$32.56	\$33.92
General Carpenter Gr 1	\$30.53	\$32.56	\$33.92
Painter Gr 1	\$30.53	\$32.56	\$33.92
Welder	\$30.53	\$32.56	\$33.92
Ride Mechanic	\$30.53	\$32.56	\$33.92
Gardener Gr 4	\$30.23	\$32.25	\$33.59
Keeper Gr 3	\$30.23	\$32.25	\$33.59
Nutrition Assistant Gr 4	\$30.23	\$32.25	\$33.59
Strategic Communications Coordinator Gr 3	\$30.23	\$32.25	\$33.59
Nutrition Laboratory Assistant	\$30.23	\$32.25	\$33.59
Partnerships & Events Associate Gr 3	\$30.23	\$32.25	\$33.59
Locksmith	\$30.23	\$32.25	\$33.59

Curatorial Gardener	\$29.12	\$31.06	\$32.35
Learning & Engagement Coordinator	\$29.12	\$31.06	\$32.35
Communications Coordinator (Wildlife Conservancy)	\$29.12	\$31.06	\$32.35
Prospect Research Officer (Wildlife Conservancy)	\$29.12	\$31.06	\$32.35
Exhibit Design Technician Gr 2	\$29.12	\$31.06	\$32.35
Strategic Communications Coordinator Gr 2	\$29.12	\$31.06	\$32.35
Wildlife Health Technician Gr 1	\$29.12	\$31.06	\$32.35
Keeper Gr 2	\$29.12	\$31.06	\$32.35
Partnerships & Events Associate. Gr 2	\$29.12	\$31.06	\$32.35
Service Technician	\$29.12	\$31.06	\$32.35
Accounting Clerk Gr 3	\$27.98	\$29.85	\$31.09
Control Operator	\$27.98	\$29.85	\$31.09
Volunteering & Engagement Coordinator	\$27.98	\$29.85	\$31.09
Fund Development Programs Coordinator (Wildlife Conservancy)	\$27.98	\$29.85	\$31.09
Exhibit Design Technician Gr 1	\$27.98	\$29.85	\$31.09
Database Coordinator (Wildlife Conservancy)	\$27.98	\$29.85	\$31.09
Strategic Communications Coordinator Gr 1	\$27.98	\$29.85	\$31.09
Gardener Gr 3	\$27.98	\$29.85	\$31.09
Graphics Designer Gr 1	\$27.98	\$29.85	\$31.09
Registrar	\$27.98	\$29.85	\$31.09
Adopt A Pond Coordinator	\$26.88	\$28.67	\$29.86
Project Coordinator	\$26.88	\$28.67	\$29.86
Custodian Gr 4	\$26.88	\$28.67	\$29.86
Gardener Gr 2	\$26.88	\$28.67	\$29.86
Guest Relations Clerk Gr 2	\$26.88	\$28.67	\$29.86
Keeper Gr 1	\$26.88	\$28.67	\$29.86
Materials Collection Gr 2	\$26.88	\$28.67	\$29.86
Sales Clerk Gr 2	\$26.88	\$28.67	\$29.86
Nutrition Assistant Gr 3	\$26.88	\$28.67	\$29.86
Partnerships & Events Associate Gr 1	\$26.88	\$28.67	\$29.86
Purchasing & Supply Clerk	\$26.88	\$28.67	\$29.86
Inventory & Merchandising Clerk	\$26.88	\$28.67	\$29.86

Apprenticeship Tradesperson	\$25.79	\$27.50	\$28.65
Wildlife & Science Clerk	\$25.79	\$27.50	\$28.65
Guest Operations Clerk	\$25.79	\$27.50	\$28.65
Materials Collection Gr 1	\$25.79	\$27.50	\$28.65
Office Clerk Gr 3	\$25.79	\$27.50	\$28.65
Receiving & Supply Clerk	\$25.79	\$27.50	\$28.65
Maintenance Person Gr 2	\$24.90	\$26.56	\$27.67
Accounting Clerk Gr 2	\$24.66	\$26.30	\$27.40
Custodian Gr 3	\$24.66	\$26.30	\$27.40
Gardener Gr 1	\$24.66	\$26.30	\$27.40
Guest Relations Clerk Gr 1	\$24.66	\$26.30	\$27.40
Sales Clerk Gr 1	\$24.66	\$26.30	\$27.40
Nutrition Assistant Gr 2	\$24.66	\$26.30	\$27.40
Custodian Gr 2	\$23.54	\$25.11	\$26.16
Learning & Engagement Assistant	\$23.54	\$25.11	\$26.16
Maintenance Person Gr 1	\$22.66	\$24.17	\$25.18
Accounting Clerk Gr 1	\$22.43	\$23.93	\$24.93
Nutrition Assistant Gr 1	\$22.43	\$23.93	\$24.93
Custodian Gr 1	\$21.29	\$22.70	\$23.65

NOTE

Starting rate is calculated at ninety percent (90%) of the six (6) month rate.

Three (3) month rate is calculated at ninety-six percent (96%) of the six (6) month rate.

APRIL 1, 2024

<u>Classification</u>	<u>Start Rate</u>	<u>3 Mo. Rate</u>	<u>6 Mo. Rate</u>
Animal Logistics Coordinator	\$32.96	\$35.16	\$36.62
Reproductive Sciences Coordinator	\$32.96	\$35.16	\$36.62
Electrician Gr 2	\$33.26	\$35.47	\$36.95
HVACR Technician Gr 2	\$33.26	\$35.47	\$36.95
Auto Mechanic Gr 2	\$33.26	\$35.47	\$36.95
Plumber Gr 2	\$33.26	\$35.47	\$36.95
Painter Gr 2	\$32.29	\$34.44	\$35.88
General Carpenter Gr 2	\$32.29	\$34.44	\$35.88
Plumber Gr 1	\$32.06	\$34.20	\$35.62
HVACR Technician Gr 1	\$32.06	\$34.20	\$35.62
Electrician Gr 1	\$32.06	\$34.20	\$35.62
Auto Mechanic Gr 1	\$32.06	\$34.20	\$35.62
Lead Keeper	\$31.82	\$33.94	\$35.36
Keeper Gr 4	\$31.82	\$33.94	\$35.36
Wildlife Health Technician Gr 2	\$31.82	\$33.94	\$35.36
Reproductive Research Assistant	\$31.82	\$33.94	\$35.36
Auto Body Repair	\$31.14	\$33.22	\$34.60
General Carpenter Gr 1	\$31.14	\$33.22	\$34.60
Painter Gr 1	\$31.14	\$33.22	\$34.60
Welder	\$31.14	\$33.22	\$34.60
Ride Mechanic	\$31.14	\$33.22	\$34.60
Gardener Gr 4	\$30.68	\$32.73	\$34.09
Keeper Gr 3	\$30.68	\$32.73	\$34.09
Nutrition Assistant Gr 4	\$30.68	\$32.73	\$34.09
Strategic Communications Coordinator Gr 3	\$30.68	\$32.73	\$34.09
Nutrition Laboratory Assistant	\$30.68	\$32.73	\$34.09
Partnerships & Events Associate Gr 3	\$30.68	\$32.73	\$34.09
Locksmith	\$30.68	\$32.73	\$34.09

Curatorial Gardener	\$29.56	\$31.53	\$32.84
Learning & Engagement Coordinator	\$29.56	\$31.53	\$32.84
Communications Coordinator (Wildlife Conservancy)	\$29.56	\$31.53	\$32.84
Prospect Research Officer (Wildlife Conservancy)	\$29.56	\$31.53	\$32.84
Exhibit Design Technician Gr 2	\$29.56	\$31.53	\$32.84
Strategic Communications Coordinator Gr 2	\$29.56	\$31.53	\$32.84
Wildlife Health Technician Gr 1	\$29.56	\$31.53	\$32.84
Keeper Gr 2	\$29.56	\$31.53	\$32.84
Partnerships & Events Associate. Gr 2	\$29.56	\$31.53	\$32.84
Service Technician	\$29.56	\$31.53	\$32.84
Accounting Clerk Gr 3	\$28.40	\$30.30	\$31.56
Control Operator	\$28.40	\$30.30	\$31.56
Volunteering & Engagement Coordinator	\$28.40	\$30.30	\$31.56
Fund Development Programs Coordinator (Wildlife Conservancy)	\$28.40	\$30.30	\$31.56
Exhibit Design Technician Gr 1	\$28.40	\$30.30	\$31.56
Database Coordinator (Wildlife Conservancy)	\$28.40	\$30.30	\$31.56
Strategic Communications Coordinator Gr 1	\$28.40	\$30.30	\$31.56
Gardener Gr 3	\$28.40	\$30.30	\$31.56
Graphics Designer Gr 1	\$28.40	\$30.30	\$31.56
Registrar	\$28.40	\$30.30	\$31.56
Adopt A Pond Coordinator	\$27.28	\$29.10	\$30.31
Project Coordinator	\$27.28	\$29.10	\$30.31
Custodian Gr 4	\$27.28	\$29.10	\$30.31
Gardener Gr 2	\$27.28	\$29.10	\$30.31
Guest Relations Clerk Gr 2	\$27.28	\$29.10	\$30.31
Keeper Gr 1	\$27.28	\$29.10	\$30.31
Materials Collection Gr 2	\$27.28	\$29.10	\$30.31
Sales Clerk Gr 2	\$27.28	\$29.10	\$30.31
Nutrition Assistant Gr 3	\$27.28	\$29.10	\$30.31
Partnerships & Events Associate Gr 1	\$27.28	\$29.10	\$30.31
Purchasing & Supply Clerk	\$27.28	\$29.10	\$30.31
Inventory & Merchandising Clerk	\$27.28	\$29.10	\$30.31

Apprenticeship Tradesperson	\$26.17	\$27.92	\$29.08
Wildlife & Science Clerk	\$26.17	\$27.92	\$29.08
Guest Operations Clerk	\$26.17	\$27.92	\$29.08
Materials Collection Gr 1	\$26.17	\$27.92	\$29.08
Office Clerk Gr 3	\$26.17	\$27.92	\$29.08
Receiving & Supply Clerk	\$26.17	\$27.92	\$29.08
Maintenance Person Gr 2	\$25.28	\$26.97	\$28.09
Accounting Clerk Gr 2	\$25.03	\$26.70	\$27.81
Custodian Gr 3	\$25.03	\$26.70	\$27.81
Gardener Gr 1	\$25.03	\$26.70	\$27.81
Guest Relations Clerk Gr 1	\$25.03	\$26.70	\$27.81
Sales Clerk Gr 1	\$25.03	\$26.70	\$27.81
Nutrition Assistant Gr 2	\$25.03	\$26.70	\$27.81
Custodian Gr 2	\$23.90	\$25.49	\$26.55
Learning & Engagement Assistant	\$23.90	\$25.49	\$26.55
Maintenance Person Gr 1	\$23.00	\$24.54	\$25.56
Accounting Clerk Gr 1	\$22.77	\$24.29	\$25.30
Nutrition Assistant Gr 1	\$22.77	\$24.29	\$25.30
Custodian Gr 1	\$21.60	\$23.04	\$24.00

NOTE

Starting rate is calculated at ninety percent (90%) of the six (6) month rate.

Three (3) month rate is calculated at ninety-six percent (96%) of the six (6) month rate.

OCTOBER 1, 2024

<u>Classification</u>	<u>Start Rate</u>	<u>3 Mo. Rate</u>	<u>6 Mo. Rate</u>
Animal Logistics Coordinator	\$33.04	\$35.24	\$36.71
Reproductive Sciences Coordinator	\$33.04	\$35.24	\$36.71
Electrician Gr 2	\$33.34	\$35.56	\$37.04
HVACR Technician Gr 2	\$33.34	\$35.56	\$37.04
Auto Mechanic Gr 2	\$33.34	\$35.56	\$37.04
Plumber Gr 2	\$33.34	\$35.56	\$37.04
Painter Gr 2	\$32.37	\$34.53	\$35.97
General Carpenter Gr 2	\$32.37	\$34.53	\$35.97
Plumber Gr 1	\$32.14	\$34.28	\$35.71
HVACR Technician	\$32.14	\$34.28	\$35.71
Electrician Gr 1	\$32.14	\$34.28	\$35.71
Auto Mechanic Gr 1	\$32.14	\$34.28	\$35.71
Lead Keeper	\$31.90	\$34.02	\$35.45
Keeper Gr 4	\$31.90	\$34.02	\$35.45
Wildlife Health Technician Gr 2	\$31.90	\$34.02	\$35.45
Reproductive Research Assistant	\$31.90	\$34.02	\$35.45
Auto Body Repair	\$31.22	\$33.30	\$34.69
General Carpenter Gr 1	\$31.22	\$33.30	\$34.69
Painter Gr 1	\$31.22	\$33.30	\$34.69
Welder	\$31.22	\$33.30	\$34.69
Ride Mechanic	\$31.22	\$33.30	\$34.69
Gardener Gr 4	\$30.76	\$32.81	\$34.18
Keeper Gr 3	\$30.76	\$32.81	\$34.18
Nutrition Assistant Gr 4	\$30.76	\$32.81	\$34.18
Strategic Communications Coordinator Gr 3	\$30.76	\$32.81	\$34.18
Nutrition Laboratory Assistant	\$30.76	\$32.81	\$34.18
Partnerships & Events Associate Gr 3	\$30.76	\$32.81	\$34.18
Locksmith	\$30.76	\$32.81	\$34.18

Curatorial Gardener	\$29.63	\$31.60	\$32.92
Learning & Engagement Coordinator	\$29.63	\$31.60	\$32.92
Communications Coordinator (Wildlife Conservancy)	\$29.63	\$31.60	\$32.92
Prospect Research Officer (Wildlife Conservancy)	\$29.63	\$31.60	\$32.92
Exhibit Design Technician Gr 2	\$29.63	\$31.60	\$32.92
Strategic Communications Coordinator Gr 2	\$29.63	\$31.60	\$32.92
Wildlife Health Technician Gr 1	\$29.63	\$31.60	\$32.92
Keeper Gr 2	\$29.63	\$31.60	\$32.92
Partnerships & Events Associate. Gr 2	\$29.63	\$31.60	\$32.92
Service Technician	\$29.63	\$31.60	\$32.92
Accounting Clerk Gr 3	\$28.48	\$30.37	\$31.64
Control Operator	\$28.48	\$30.37	\$31.64
Volunteering & Engagement Coordinator	\$28.48	\$30.37	\$31.64
Fund Development Programs Coordinator (Wildlife Conservancy)	\$28.48	\$30.37	\$31.64
Exhibit Design Technician Gr 1	\$28.48	\$30.37	\$31.64
Database Coordinator (Wildlife Conservancy)	\$28.48	\$30.37	\$31.64
Strategic Communications Coordinator Gr 1	\$28.48	\$30.37	\$31.64
Gardener Gr 3	\$28.48	\$30.37	\$31.64
Graphics Designer Gr 1	\$28.48	\$30.37	\$31.64
Registrar	\$28.48	\$30.37	\$31.64
Adopt A Pond Coordinator	\$27.35	\$29.17	\$30.39
Project Coordinator	\$27.35	\$29.17	\$30.39
Custodian Gr 4	\$27.35	\$29.17	\$30.39
Gardener Gr 2	\$27.35	\$29.17	\$30.39
Guest Relations Clerk Gr 2	\$27.35	\$29.17	\$30.39
Keeper Gr 1	\$27.35	\$29.17	\$30.39
Materials Collection Gr 2	\$27.35	\$29.17	\$30.39
Sales Clerk Gr 2	\$27.35	\$29.17	\$30.39
Nutrition Assistant Gr 3	\$27.35	\$29.17	\$30.39
Partnerships & Events Associate Gr 1	\$27.35	\$29.17	\$30.39
Purchasing & Supply Clerk	\$27.35	\$29.17	\$30.39
Inventory & Merchandising Clerk	\$27.35	\$29.17	\$30.39

Apprenticeship Tradesperson	\$26.24	\$27.98	\$29.15
Wildlife & Science Clerk	\$26.24	\$27.98	\$29.15
Guest Operations Clerk	\$26.24	\$27.98	\$29.15
Materials Collection Gr 1	\$26.24	\$27.98	\$29.15
Office Clerk Gr 3	\$26.24	\$27.98	\$29.15
Receiving & Supply Clerk	\$26.24	\$27.98	\$29.15
Maintenance Person Gr 2	\$25.34	\$27.03	\$28.16
Accounting Clerk Gr 2	\$25.09	\$26.76	\$27.88
Custodian Gr 3	\$25.09	\$26.76	\$27.88
Gardener Gr 1	\$25.09	\$26.76	\$27.88
Guest Relations Clerk Gr 1	\$25.09	\$26.76	\$27.88
Sales Clerk Gr 1	\$25.09	\$26.76	\$27.88
Nutrition Assistant Gr 2	\$25.09	\$26.76	\$27.88
Custodian Gr 2	\$23.95	\$25.55	\$26.62
Learning & Engagement Assistant	\$23.95	\$25.55	\$26.62
Maintenance Person Gr 1	\$23.06	\$24.60	\$25.62
Accounting Clerk Gr 1	\$22.83	\$24.35	\$25.36
Nutrition Assistant Gr 1	\$22.83	\$24.35	\$25.36
Custodian Gr 1	\$21.65	\$23.10	\$24.06

NOTE

Starting rate is calculated at ninety percent (90%) of the six (6) month rate.

Three (3) month rate is calculated at ninety-six percent (96%) of the six (6) month rate

One (1)-Time Guest Experience Bonus

The Management recognizes the importance of guest experience, and the critical role played by the Management's staff in providing those positive experiences for our guests. In recognition of this, the Management will provide a one (1)-time bonus to employees as follows:

If the Toronto Zoo exceeds budgeted Paid Guest Attendance in 2024 by one hundred forty-five thousand (145,000) paid guests, each employee employed as of April 1, 2025 will receive a lump-sum payment equivalent to a quarter of a percent (0.25%) of all hours actually worked (except overtime) in 2024.

"Paid Guest Attendance in 2024" means the number of people who purchased admission tickets (i.e. children, adults, seniors and school groups) to the Toronto Zoo in 2024. This number doesn't include memberships or free admissions (e.g. children under three (3), complimentary passes).

APRIL 1, 2025

<u>Classification</u>	<u>Start Rate</u>	<u>3 Mo. Rate</u>	<u>6 Mo. Rate</u>
Animal Logistics Coordinator	\$33.62	\$35.86	\$37.36
Reproductive Sciences Coordinator	\$33.62	\$35.86	\$37.36
Electrician Gr 2	\$33.92	\$36.18	\$37.69
HVACR Technician Gr 2	\$33.92	\$36.18	\$37.69
Auto Mechanic Gr 2	\$33.92	\$36.18	\$37.69
Plumber Gr 2	\$33.92	\$36.18	\$37.69
Painter Gr 2	\$32.94	\$35.14	\$36.60
General Carpenter Gr 2	\$32.94	\$35.14	\$36.60
Plumber Gr 1	\$32.70	\$34.88	\$36.33
HVACR Technician	\$32.70	\$34.88	\$36.33
Electrician Gr 1	\$32.70	\$34.88	\$36.33
Auto Mechanic Gr 1	\$32.70	\$34.88	\$36.33
Lead Keeper	\$32.46	\$34.63	\$36.07
Keeper Gr 4	\$32.46	\$34.63	\$36.07
Wildlife Health Technician Gr 2	\$32.46	\$34.63	\$36.07
Reproductive Research Assistant	\$32.46	\$34.63	\$36.07
Auto Body Repair	\$31.77	\$33.89	\$35.30
General Carpenter Gr 1	\$31.77	\$33.89	\$35.30
Painter Gr 1	\$31.77	\$33.89	\$35.30
Welder	\$31.77	\$33.89	\$35.30
Ride Mechanic	\$31.77	\$33.89	\$35.30
Gardener Gr 4	\$31.30	\$33.39	\$34.78
Keeper Gr 3	\$31.30	\$33.39	\$34.78
Nutrition Assistant Gr 4	\$31.30	\$33.39	\$34.78
Strategic Communications Coordinator Gr 3	\$31.30	\$33.39	\$34.78
Nutrition Laboratory Assistant	\$31.30	\$33.39	\$34.78
Partnerships & Events Associate Gr 3	\$31.30	\$33.39	\$34.78
Locksmith	\$31.30	\$33.39	\$34.78

Curatorial Gardener	\$30.15	\$32.16	\$33.50
Learning & Engagement Coordinator	\$30.15	\$32.16	\$33.50
Communications Coordinator (Wildlife Conservancy)	\$30.15	\$32.16	\$33.50
Prospect Research Officer (Wildlife Conservancy)	\$30.15	\$32.16	\$33.50
Exhibit Design Technician Gr 2	\$30.15	\$32.16	\$33.50
Strategic Communications Coordinator Gr 2	\$30.15	\$32.16	\$33.50
Wildlife Health Technician Gr 1	\$30.15	\$32.16	\$33.50
Keeper Gr 2	\$30.15	\$32.16	\$33.50
Partnerships & Events Associate. Gr 2	\$30.15	\$32.16	\$33.50
Service Technician	\$30.15	\$32.16	\$33.50
Accounting Clerk Gr 3	\$28.97	\$30.90	\$32.19
Control Operator	\$28.97	\$30.90	\$32.19
Volunteering & Engagement Coordinator	\$28.97	\$30.90	\$32.19
Fund Development Programs Coordinator (Wildlife Conservancy)	\$28.97	\$30.90	\$32.19
Exhibit Design Technician Gr 1	\$28.97	\$30.90	\$32.19
Database Coordinator (Wildlife Conservancy)	\$28.97	\$30.90	\$32.19
Strategic Communications Coordinator Gr 1	\$28.97	\$30.90	\$32.19
Gardener Gr 3	\$28.97	\$30.90	\$32.19
Graphics Designer Gr 1	\$28.97	\$30.90	\$32.19
Registrar	\$28.97	\$30.90	\$32.19
Adopt A Pond Coordinator	\$27.83	\$29.68	\$30.92
Project Coordinator	\$27.83	\$29.68	\$30.92
Custodian Gr 4	\$27.83	\$29.68	\$30.92
Gardener Gr 2	\$27.83	\$29.68	\$30.92
Guest Relations Clerk Gr 2	\$27.83	\$29.68	\$30.92
Keeper Gr 1	\$27.83	\$29.68	\$30.92
Materials Collection Gr 2	\$27.83	\$29.68	\$30.92
Sales Clerk Gr 2	\$27.83	\$29.68	\$30.92
Nutrition Assistant Gr 3	\$27.83	\$29.68	\$30.92
Partnerships & Events Associate Gr 1	\$27.83	\$29.68	\$30.92
Purchasing & Supply Clerk	\$27.83	\$29.68	\$30.92
Inventory & Merchandising Clerk	\$27.83	\$29.68	\$30.92

Apprenticeship Tradesperson	\$26.69	\$28.47	\$29.66
Wildlife & Science Clerk	\$26.69	\$28.47	\$29.66
Guest Operations Clerk	\$26.69	\$28.47	\$29.66
Materials Collection Gr 1	\$26.69	\$28.47	\$29.66
Office Clerk Gr 3	\$26.69	\$28.47	\$29.66
Receiving & Supply Clerk	\$26.69	\$28.47	\$29.66
Maintenance Person Gr 2	\$25.79	\$27.50	\$28.65
Accounting Clerk Gr 2	\$25.53	\$27.24	\$28.37
Custodian Gr 3	\$25.53	\$27.24	\$28.37
Gardener Gr 1	\$25.53	\$27.24	\$28.37
Guest Relations Clerk Gr 1	\$25.53	\$27.24	\$28.37
Sales Clerk Gr 1	\$25.53	\$27.24	\$28.37
Nutrition Assistant Gr 2	\$25.53	\$27.24	\$28.37
Custodian Gr 2	\$24.37	\$26.00	\$27.08
Learning & Engagement Assistant	\$24.37	\$26.00	\$27.08
Maintenance Person Gr 1	\$23.46	\$25.03	\$26.07
Accounting Clerk Gr 1	\$23.22	\$24.77	\$25.80
Nutrition Assistant Gr 1	\$23.22	\$24.77	\$25.80
Custodian Gr 1	\$22.03	\$23.50	\$24.48

NOTE

Starting rate is calculated at ninety percent (90%) of the six (6) month rate.

Three (3) month rate is calculated at ninety-six (96%) of the six (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 Union 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 – The Management agrees that it will review any benefits extended by the City of Toronto to its retired employees sixty-five (65) years of age and over, with a view to considering extending the equivalent benefits to Toronto Zoo staff who retire at age sixty-five (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 Toronto Zoo staff.

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 or Injury 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 or Injury allowance. Upon request, the employee will provide official verification of the amount of the claim.
3. Sick Days: Accrue at one and a half (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 the Management.
8. Major Medical Drug Plan: Paid by the Management.
9. Long Term Disability: Paid by the Management.
10. Dental Care Plan: Paid by the Management.
11. Group Life: The Management 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 (1st) of the fifth (5th) 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 workforce of not less than one hundred fifty-two (152) full-time permanent employees until March 31, 2026. The Management will determine the operational requirements in each area by classification based upon seniority within that classification.

APPENDIX E

TWELVE (12) HOUR SHIFTS – UTILITIES

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 (80) hours bi-weekly. Overtime will be paid at the rate of time and one half (1 ½) for all hours worked in excess of eighty (80) hours in a pay period.
2. **COSTS:** Introduction of the twelve (12) 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 (12) 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 (1) month's notice.
4. **SHIFTS:** Twelve (12) hour shifts will be scheduled commencing at the pay period immediately proceeding or following the Sunday prior to Thanksgiving Day. Twelve (12) 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 or Injury, Illness and Injury Plan, vacation, floating 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 (8) hours. All entitlements used will be deducted on an hour per hour basis.
6. **BREAKS:** While on twelve (12) hour shifts, each employee shall receive two (2) ten (10) minute breaks. There shall be one (1) paid half (½) hour lunch periods and one (1) unpaid half hour (½) lunch period. The half hour (½) 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 (12 ½) hours from the start of their shift. This time period is off-set by the second (2nd) 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 (1) shift, they shall be paid at the rate of time and one half (1 ½) for the second (2nd) such call out.
7. **APPLICATION:** The proposed schedule and any conditions outlined in #1 to #6 above, shall apply only to employees assigned to Utilities 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 and/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.

APPENDIX F

ACTING LEAD HAND – LETTER OF UNDERSTANDING

- a) The Acting Lead Hand is appointed to the highest grade employee working provided that they meet all of the provisions in Clause 25.06 and Appendix F, are qualified to do all of the area routines, are deemed a competent person under the Ontario Occupational Health and Safety Act, have demonstrated leadership skills including proven good judgement, organizational skills, and a demonstrated ability to work with minimum supervision. When these factors are relatively equal, seniority shall govern. If the highest grade employee is unable to fulfill the duties, then the next highest grade employee shall be appointed Acting Lead Hand.
- b) Persons who have recently returned from an extended leave of absence (e.g. Parental or Illness or Injury Leave) shall not be eligible for an Acting Lead Hand appointment until they have been re-oriented to the area and completed the appropriate re-orientation checklist(s) as designated by the Management. Reorientation is expected to be completed within two (2) weeks of employee's return to work, notwithstanding new health and safety training that may have been implemented during the employee's leave which is expected to be completed within one (1) month of employee's return to work.
- c) Wildlife Care specific:
 - (i) Within the Wildlife Health Centre, Acting Lead Hand appointments will only be made from the Keeper and Wildlife Health Technician classifications.
 - (ii) Grade 1 Keepers working within an area with dangerous or venomous animals shall not be eligible for Acting Lead Hand appointments.
 - (iii) Keepers who are new to a Wildlife Care area shall not be eligible for Acting Lead Hand appointments until they have completed the appropriate training and checklists as designated by the Management.
- d) In circumstances where there are no employees in a classification eligible to be appointed Acting Lead Hand, responsibility will be designated to a Supervisor.
- e) For each classification, Acting Lead Hands will be required to perform the assigned duties and responsibilities of the Lead Hand position, along with the responsibilities in their own position should they differ. The Management shall provide all employees eligible for Acting Lead Hand appointments with a digital or written copy of the Lead Hand job description and shall review the responsibilities and expectations of the appointment.
- f) If an employee is appointed Acting Lead Hand while working on overtime, they shall receive the Acting Lead Hand rate of the Lead Hand they are replacing plus overtime.

APPENDIX G

APPRENTICESHIP FOR TRADE CLASSIFICATIONS

The Parties agree to meet annually during the term of the Agreement to discuss the feasibility of creating an apprenticeship opportunity(ies). Discussions shall include but will not be limited to:

- Apprenticeship opportunities for incumbents in Maintenance Person classifications to participate in an apprenticeship based on succession planning/anticipated attrition;
- Length of service requirements- pre and post apprenticeship;
- Length of apprenticeship;
- Eligibility;
- Tuition and examination fees;
- Exit from the program;
- Availability of federal or provincial funds to cover costs.

APPENDIX H

LETTER OF UNDERSTANDING – SCHOLARSHIP PROGRAM

The Management and the Union acknowledge that there are barriers to inclusion of equity seeking youth gaining access to educational opportunities at the Toronto Zoo.

In order to remedy conditions of disadvantage in educational opportunities, and promote the principle that education equity requires special measures where necessary for equity seeking groups, specifically Indigenous Youth, Racialized Youth, young women and girls, LGBTQ2S+ Youth, Youth with disabilities, and Youth from financially marginalized communities, the Union shall offer annual scholarship(s) for each of the following Toronto Zoo educational programs:

- Zoo School
- Zoo Camp

Such scholarship opportunities shall be matched by the Management. Transportation costs and access to and from the Toronto Zoo will be considered as part of the scholarship.

Priority for these scholarships shall be given to Youth residing in Scarborough. Candidates for these scholarships shall be selected by the Equity, Diversity, and Inclusion Committee.

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APPENDIX RE: NON-PERMANENT STAFF

DEFINITIONS OF CATEGORIES

- A. **TEMPORARY:** Persons hired for a specific period of time to replace a full-time permanent employee who is absent from their position by reason of illness, injury, approved leave of absence, or assignment to a special project.
- B. **PART-TIME:** Persons hired for an indefinite period of time and works twenty-four (24) hours or less per week on a regular basis.
- C. **SEASONAL:** Persons employed in Strategic Communications and Guest Experience Division and Transit and Fleet Unit from March 1st to Thanksgiving Day inclusive and all other areas of the Toronto Zoo from April 1st to Labour Day inclusive.
- D. **CASUAL & GRANT:** 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 or the period of grant funding.

The Management 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, Casual, and Grant employees shall only be entitled to the rights and benefits contained in this Appendix to the Collective Agreement unless otherwise specified.

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 (2) Parties.
- 1.02** The Parties agree that whenever the masculine, feminine or singular has been used throughout this Agreement, it shall be deemed to include all expressions of gender identity or the plural where the context so allows or requires.

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, Senior 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. 1995, 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 Management 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, layoff, 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, disability, place of residence, nor by reason of their 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.

The Management may consider using an outside third party to conduct internal harassment investigations of a serious nature.

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, as amended and/or any other legislation that may be enacted from time-to-time, and the Management'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 Unit;
 - (b) May not work under the same direct Supervisor; and
 - (c) May not report one to the other.

A relation for the purposes of this Clause includes spouse, common-law partner, parent (natural, stepparent, legal guardian or in-law), sibling (natural, stepsibling or in-law) and child (natural, stepchild, legal guardian or in-law). The Management reserves its right to resolve conflicts of interest that might otherwise arise between two (2) 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 (1st) bi-weekly pay following the date of hire and thereafter from every bi-weekly pay.
 - (b) The Management shall notify the Recording Secretary of the Union on the first (1st) corresponding pay date following the commencement of employment of all new Bargaining Unit employees, their names, their Supervisor's name and date of hire.
 - (c) The Management shall introduce a Union Representative and Union President at any Human Resources led Non-permanent employee 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 thirty (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 (1) month, of all terminations, resignations, transfers, transfers outside of the Bargaining Unit, promotions and leaves of absence in excess of one (1) 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 biweekly basis.
- 5.08** There will be no Union meetings at the Toronto Zoo site without the express written consent of the Chief Executive Officer or their designate.
- 5.09** The Union may use the Management's bulletin boards on which to post notices, provided such notices are first (1st) approved by the Chief Executive Officer or their 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 Ontario Labour Relations Act, 1995.

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 Negotiations Committee when the Union informs the Management of their names in writing.
 - (b) The Management will provide during the duration of this Collective Agreement three (3) days to each member of the Union Negotiations 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.

- 7.02** The Management will pay the Union Negotiations 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 Negotiations Committee members.
- 7.03** For discussion of complaints and/or grievances, a Grievance Committee consisting of not more than three (3) employees shall represent the Union. The Management shall recognize such Grievance Committee consisting of the President, 2nd Vice President of Labour Management and Chief Shop Steward, or designate.
- 7.04** 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 Management 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.
- 7.05** 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 their designate by giving reasonable advance notice and provided further that such visit does not interfere with the operation and administration of Management.

ARTICLE 8 – COMPLAINT AND GRIEVANCE PROCEDURE

- 8.01** (a) Within twenty (20) working days following the circumstances giving rise to a complaint having occurred or when it ought to have reasonably come to the attention of the employee, the employees shall verbally bring to the attention of their immediate Supervisor or their designate, any complaints they may have and may request a Union Representative to be present. The immediate Supervisor shall reply within five (5) working days. If the decision of the immediate Supervisor or their designate is not acceptable, any complaint must be presented to the Management within ten (10) working days after receiving the Supervisor's answer. The Management may refuse to consider any complaint not presented within the ten (10) 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 Management becoming aware of the incident, provided the employee is at work. Such time may be extended by the number of days an employee is absent from work during the ten (10) working day period.
- 8.02** If the complaint of an employee cannot be resolved with their immediate Supervisor, then the matter becomes a grievance which shall be placed in writing, dated, and signed, and presented to the Chief Executive Officer or their designate within the ten (10) working day period set out in 8.01 (a) above, and processed as follows:

STEP 1

The Union involved shall present the written grievance signed by the employee, to the Chief Executive Officer or their designate, and there shall be a written reply to the grievance within ten (10) working days of receipt.

STEP 2

If the written reply is not satisfactory to the Union, then there shall be a meeting within ten (10) 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 their designate. A written decision shall be given to the Union within ten (10) working days following this meeting. If this decision does not resolve the grievance then any request for arbitration must be made within ten (10) working days following receipt of the written decision by the Union.

- 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 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.
- (c) **Policy Grievances**
Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs, a policy grievance may be filed by the Union, commencing at Step 2 within twenty (20) working days of the circumstances giving rise to the grievance.

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- 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 their designate within ten (10) working days of the occurrence at Step 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 the Management related to any step of the grievance procedure, shall be forwarded to the Recording 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 the 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) working days inform the other Party of the name of its suggestion of an arbitrator.
- (b) Either Party may request the Ministry of Labour, Training and Skills Development for Ontario to appoint an arbitrator under Section 49 of the Ontario Labour Relations Act, 1995, 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) working day limit, the appointment of an arbitrator shall be made by the Ministry of Labour, Training and Skills Development 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. 1995, 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** The 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 two thousand eighty (2,080) 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 the 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 Management. Either Party may be accompanied by a fourth (4th) 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 Management 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) The Management 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 layoff. 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 one thousand forty (1,040) hours in a twenty-four (24) month period, whichever comes first. The 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 (1) shift during each week during a calendar month or was paid out of their Leave-for-Illness or Injury allowance, if applicable.

- (b) Two thousand eighty (2,080) hours paid will count for 1 (one) year seniority.
- (c) Accumulation of hours towards acquiring seniority for the purpose of layoff, 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 their job, they shall continue to accumulate seniority only for the first (1st) seventeen (17) 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 (1st) consideration for vacant Temporary positions. When the temporary assignment is over they will return to their 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 (1st) consideration for available seasonal work.

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- 12.04** (a) Seasonal employees who have acquired seniority and having the required qualifications shall have the first (1st) 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) The 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 digital platforms that are accessible to all employees 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 layoff for twelve (12) consecutive months.
- (iv) Fails to return to work from a layoff 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 layoff 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 layoff 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 Main Bargaining 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 (1st) 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 13.10 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 layoffs are made, members of the Union's Executive Board and Negotiations Committee 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 Articles 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 Management.
- (c) Part-time employees: Hours of work as per their posted schedule in jobs where available, otherwise as determined by the Management.

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- (d) Casual/Grant employees: Hours of work as determined by the Management.
- 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 ½) the regular pay rate.
- 13.05** (a) The time for the thirty (30) minute unpaid meal period and times and locations for the two (2) paid breaks of ten (10) minutes in each full shift shall be designated by the Management in accordance with operating requirements.
- (b) The work schedule of each employee shall be set forth by the 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 (2nd) shift within a period of less than eleven (11) hours after completion of their previous shift shall receive overtime pay for those hours worked between the time of commencement and the agreed eleven (11) hour turnaround time.
- 14.02** Except under unusual circumstances, shifts shall be so scheduled that no two (2) shifts for the same employee shall run into each other consecutively.

ARTICLE 15 – WORKING TEN (10) STRAIGHT DAYS - FOUR (4) 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 (1st) 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 Bereavement Leave

- (a) A Temporary, Casual or Grant employee shall be allowed two (2) consecutive scheduled working days and a Part-time employee shall be allowed one (1) scheduled working day leave of absence without loss of regular pay to mourn the death of the employee's parent (natural, stepparent or legal guardian), spouse (including common-law partner), child (natural, stepchild or legal guardian) or sibling (natural, adopted or stepsibling). Such leave may commence no earlier than the date of the death, and must be completed within the ten (10) consecutive calendar day period following the death.
- (b) Pay for Bereavement Leave shall be at regular hourly rates for the hours the employee was regularly scheduled to work.

16.03 Court Day

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 Pregnancy/Parental/Adoption Leave

- (a) Pregnancy/Parental/Adoption Leave without pay shall be granted in accordance with Part XIV of the Ontario Employment Standards Act 2000, S.O. 2000, as amended.
- (b) An employee who is on 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 they continue to make any financial contribution for which they are responsible.

16.05 Union Leave

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

16.06 Emergency Leaves

Employees shall be entitled to paid or unpaid leaves in accordance with the Employment Standards Act, 2000 as amended.

ARTICLE 17 – LEAVE-FOR-ILLNESS OR INJURY

- 17.01**
 - (a) Temporary, Grant and Casual employees who have completed two thousand eighty (2,080) worked hours shall have accumulated eight (8) days Leave-for-Illness or Injury allowance and will continue to accumulate at the rate of one half (½) day for each full month of uninterrupted service to a maximum accumulation of eight (8) days Leave-for-Illness or Injury allowance at any one (1) time.
 - (b) Part-time employees who have completed two thousand eighty (2,080) worked hours shall have accumulated eight (8) days Leave-for-Illness or Injury allowance and will continue to accumulate at the rate of one half (½) day for every one hundred seventy (170) hours worked to a maximum accumulation of eight (8) days Leave-for-Illness or Injury allowance at any one (1) time.
 - (c) Leave-for-Illness or Injury allowance does not apply to Seasonal employees.
 - (d) Part-time, Grant, Casual and Temporary employees transferred to Seasonal work shall continue to accumulate Leave-for-Illness or Injury allowance.
 - (e) Employees shall be informed annually of their Leave-for-Illness or Injury accumulation. The Union will be informed annually of the employees' Leave-for-Illness or Injury accumulation.
- 17.02**
 - (a) An employee, absent for more than three (3) consecutive working days due to illness or injury shall be required to provide their Supervisor with a medical certificate from a physician or nurse practitioner, confirming that the absence was for medical reasons and that the employee is fit to return to work. Notwithstanding the foregoing requirements

to provide a medical certificate, the Management may waive such requirement at its sole discretion. 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, the Management may request from any employee with more than three (3) occurrences of single or multiple days illness or injury within a calendar year, a similar medical certificate for each additional occurrence due to illness or injury.
 - (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.
- 17.03** Where a medical certificate is required under the Collective Agreement or by the Management, employees who are not in the Attendance Management Program shall be reimbursed for the cost of the medical certificate up to a maximum of fifty dollars (\$50.00) with an original receipt, unless the requirement to provide a medical certificate has specifically been waived by the Management. Notwithstanding the foregoing, the Management shall continue to pay the full cost of an IME (Independent Medical Evaluation).
- 17.04** An employee who absents themselves from work for three (3) consecutive working days, other than for proven illness, injury or other just cause, and has not communicated with their Supervisor or the Control Centre during that time shall be deemed to have resigned and their employment shall be terminated by the Management.

ARTICLE 18 – SICK PAY GRATUITY

- 18.01** Should a Part-time, Casual, Temporary or Grant employee be successful in receiving a permanent position, the employee shall transfer all accumulated Leave-for-Illness or Injury allowance to their permanent Illness or Injury Plan.

ARTICLE 19 – BENEFITS

- 19.01** (a) Temporary, Part-time or Casual employees who have completed two thousand eighty (2,080) hours paid in a Temporary, Part-time, Casual, or Grant position shall receive the following benefits:

O.H.I.P.

and should they choose to participate:

Major Medical

as in the Main Collective Agreement.

- (b) Premiums will be pro-rated on number of hours paid. The employee will make up the difference to one hundred percent (100%) if they choose to participate in the plans.
- (c) Grant employees who have completed two thousand eighty (2,080) hours paid in a Temporary, Part-time, Casual, or Grant position shall receive the following benefits:

O.H.I.P.

and should they choose to participate

Major Medical

as in the Main Collective Agreement.

Premiums will be pro-rated on number of hours paid. The employee will make up the difference to one hundred percent (100%) if they choose to participate in the plans. These benefits will be paid out of the grant monies received for the project.

- (d) If a Part-time, Temporary, Casual, or Grant employee who is entitled to receive the above benefits transfers to a Seasonal position they will continue to receive the benefits.
- 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.

19.04 Benefit Plan Book

Management shall make the benefit plan book available to eligible employees and shall provide updates as soon as practicable thereafter. The Management shall provide access to the online portal for the plan booklet. Should an employee specifically request it, a physical copy shall be provided to them by the Management.

ARTICLE 20 – VACATIONS WITH PAY

20.01 (a) Annual vacation with pay for Temporary, Part-time, Grant and Casual employees 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 four thousand one hundred sixty (4,160) hours as of anniversary date: Hours of paid vacation to be determined by multiplying the number of hours paid in the year by eighty (80) and then dividing by two thousand eighty (2,080).

For example:

- Two thousand eighty (2,080) hours paid = Eighty (80) hours of paid vacation.
- One thousand five hundred sixty (1,560) hours paid = Sixty (60) hours of paid vacation.
- If an employee has less than eighty (80) paid hours of vacation, such employee may take additional unpaid vacation based on operational requirements up to a total eighty (80) hours.

(ii) Four thousand one hundred sixty (4,160) hours to less than six thousand two hundred forty (6,240) hours as of anniversary date: Hours of paid vacation to be determined by multiplying the number of hours paid in the year by one hundred twenty (120) and then dividing by two thousand eighty (2,080).

For example:

- Two thousand eighty (2,080) hours paid = One hundred twenty (120) hours of vacation.
- One thousand five hundred sixty (1,560) hours paid = Ninety (90) hours of paid vacation.
- If an employee has less than one hundred twenty (120) paid hours of vacation, such employee may take additional unpaid vacation based on operational requirements up to a total one hundred twenty (120) hours.

(iii) Six thousand two hundred forty (6,240) hours or more as of anniversary date: Hours of paid vacation to be determined by multiplying the number of hours paid in the year by one hundred sixty (160) and then dividing by two thousand eighty (2,080).

For example:

- Two thousand eighty (2,080) hours paid = One hundred sixty (160) hours of vacation.
- One thousand five hundred sixty (1,560) hours paid = One hundred twenty (120) hours of paid vacation.
- If an employee has less than one hundred sixty (160) paid hours of vacation, such employee may take additional unpaid vacation based on operational requirements up to a total one hundred sixty (160) hours.

(b) Seasonal employees will receive vacation pay at the following rates:

- Less than four thousand one hundred sixty (4,160) paid hours: Four percent (4%) of wages.
- Four thousand one hundred sixty (4,160) to less than six thousand two hundred forty (6,240) paid hours: Six percent (6%) of wages.
- Six thousand two hundred forty (6,240) or more paid hours: Eight percent (8%) of wages.

The percent of wages as described above will be referred to as vacation pay.

The employee shall choose one (1) of the following two (2) ways of receiving payment of the vacation pay:

- (i) Receive vacation pay on each bi-weekly pay in the pay period it is earned; or
- (ii) Bank the vacation pay and receive a lump sum payment at the end of the Seasonal assignment.

The employee must inform Payroll at the beginning of their assignment their choice of payment.

- (c) If a Temporary, Part-time, Grant or Casual employee moves to Seasonal employment and has unused vacation, they will be allowed to bank their vacation for use if they change classification at the end of their Seasonal assignment. Seasonal vacation accrual and payment will be as noted in 20.01 (b). If the Seasonal assignment ends and there is a break in service, all vacation entitlement will be paid out as per 20.03.
- 20.02**
- (a) Vacation requests will not be approved for Seasonal employees.
 - (b) Part-time, Grant, Casual, and Temporary employees may request vacation time, accrued in accordance with Clause 20.01, and will receive their vacation pay at the regular rate of pay currently in effect. Vacation must be taken in the twelve (12) months following eligibility.
- 20.03** When an employee's employment ceases and they have not taken their 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 four thousand one hundred sixty (4,160) paid hours: | Four percent (4%) of wages, |
| Over four thousand one hundred sixty (4,160) paid hours: | Six percent (6%) of wages, |
| Over six thousand two hundred forty (6,240) paid hours: | Eight percent (8%) of wages. |
- 20.04**
- (a) The selection of vacation time shall be on a basis of seniority but vacations shall be allotted by the 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 Division 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 their annual vacation, shall have paid to their estate an amount equal to the vacation pay they would have received as vacation pay.
 - (b) An employee who ceases to be employed prior to taking their vacation shall receive all vacation pay according to their earned entitlement.
 - (c) When an employee on a scheduled period of vacation is hospitalized or confined to their residence for one (1) week or more as a result of serious illness or injury, the employee shall be entitled to claim Leave-for-Illness or Injury allowance in lieu of vacation for the hospitalization provided that written notice is given to the Chief Executive Officer, or their designate, at the commencement of hospitalization or confinement and verification is provided on the employee's return by a medical 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 or Injury prior to the start of their annual vacation and is unable to start their vacation due to this illness or injury the vacation may be rescheduled to be taken prior to the calendar year end, wherever possible.
- 20.06** Should a Part-time, Temporary, Casual, or Grant employee be successful in receiving a full-time permanent position, all of the employee's remaining non-permanent paid vacation entitlement shall be added to their permanent entitlement and the employee will receive their vacation pay at the regular rate of pay in effect at the time they take the vacation.

ARTICLE 21 – PAID HOLIDAYS

- 21.01** All employees covered by the Appendix shall receive the following holidays:
- | | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada 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 they are scheduled to work on that holiday and, without reasonable cause, fails to report for and perform the work.
 - (c) When so requested by the 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 or injury, they may be paid out of their accumulated Leave-for-Illness or Injury 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 (7)-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 & 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.
 - (c) (i) Non-permanent employees required to wear safety boots in order to safely perform their duties shall provide same at their own expense. Safety boots must be C.S.A. approved (green patch) and be maintained in good condition.

- (ii) Upon completion of one thousand forty (1,040) hours worked in a twenty-four (24) month period and upon completion of each additional one thousand forty (1,040) hours worked thereafter, employees shall, upon presentation of receipts, be compensated for the cost of safety boots up to a maximum of one hundred forty dollars (\$140.00) including tax.

- 22.03** An employee refusing to work on a job or in a work place or to operate any equipment where they believe 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.
- 22.04**
- (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) The Management shall only release information pertaining to a WSIB claim, including Form 7, upon written consent of the employee.
 - (c) When the 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.
- 22.05** It is understood that non-permanent employees will not be employed in known dangerous situations without supervision by experienced staff.
- 22.06** 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 employee requests Union representation, when practicable the Union shall be notified by the Management five (5) days in advance of the meeting.

ARTICLE 23 – UNIFORMS

- 23.01**
- (a) Uniforms shall be required as a condition of employment for Seasonal and Part-time employees and in some cases Temporary, Casual and Grant employees.
 - (b) These uniforms shall be of a style and type designated by the Management and be maintained in good condition by the employee. The Management reserves the right to monitor the good condition of the uniform.
 - (c) Items of clothing provided to Seasonal, Part-time, Temporary, Casual and Grant employees shall remain the property of the Management and on termination or request the employee must return all such items to the Toronto Zoo.

ARTICLE 24 – ALLOWANCES

- 24.01**
- (a) Employees required to drive the 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 their 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 the mileage allowance paid for kilometers shall be set annually as the reasonable rate established by the Canada Revenue Agency (CRA) under Section 7306 of the Income Tax Regulations, C.R.C., c.945 to ensure that the expense reimbursed is non-taxable income to the employee.
 - (d) Authorized parking charges will be paid also, upon presentation of receipts.
- 24.02** 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.
- 24.03** An employee who is injured while performing their 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 their Supervisor for instructions.

ARTICLE 25 – VOLUNTEERS

- 25.01** (a) The Parties agree to the use of volunteers as follows:
- (i) Lead group tours around the Toronto Zoo. Includes school children, seniors, adults and groups with special needs.
 - (ii) Give information at the front gate map and other maps or provide wayfinding information on site, as well as acting as stationary guides near animals and/or plants. 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 and/or plants.
 - (iii) Operate interpretative stations.
 - (iv) Present outreach programs.
 - (v) Assist Toronto Zoo employee(s) in the preparation of fact sheets and materials for the outreach programs identified in (iv).
 - (vi) Assist Toronto Zoo employee(s) in the gathering and preservation of biofacts.
 - (vii) Staffing Toronto Zoo display booths at community events along with other Toronto Zoo personnel.
 - (viii) Assist Toronto Zoo employee(s) with educator professional development seminars when requested by Learning & Engagement Branch.
 - (ix) Assisting employees with animal and flora observation and documentation under close supervision.
 - (x) Assisting with Toronto Zoo and Wildlife Conservancy fundraising events.
 - (xi) Provide educational commentaries throughout the Toronto Zoo. Union to be advised prior to commencement.
 - (xii) Helping at special events, such as special animal exhibits, with prior Union agreement.
 - (xiii) Writing and producing volunteer newsletters and other volunteer communications.
 - (xiv) Assisting Toronto Zoo employees with Zoo Camp.
 - (xv) Upon notification to the Union thirty (30) days prior to the event, up to ten (10) community groups annually may assist Toronto Zoo employees with browse collection, mass plantings of native species, or mass removal of invasive weeds.
- (b) No duties, except those outlined in (a), may be performed unless mutually agreed to by the 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 Management.
- (d) No volunteers shall do a Bargaining Unit job.
- (e) While recognizing that volunteers are not within the scope of the Collective Agreement, persons covered by this Appendix may be required to assist from time to time.

ARTICLE 26 – GENERAL

- 26.01** The Union recognizes the right of the Management to monitor the attendance of employees.
- 26.02** (a) In the event of illness or injury, 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.
- 26.03** The President of the Union shall sign all Union correspondence addressed to the Chief Executive Officer except in the event of their absence, inability, or where it is a question of timeliness, in which event the Vice President or Recording

Secretary will sign such correspondence. All correspondence from the Management to the Union shall be directed to the Recording-Secretary.

- 26.04** Any employee who resigns shall receive all monies, except pension monies, due to them payable within seven (7) working days of their last working day unless a request is made to the Human Resources Manager with reasonable grounds for more immediate payment.
- 26.05** Upon ratification of this Agreement by both Parties and following the preparation by the Chief Executive Officer or their designate of the actual contract for signature, the Union Negotiations 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.
- 26.06** Employees covered by this Appendix are subject to guidance and direction from permanent full-time employees as designated by supervisory personnel.
- 26.07** The Management shall arrange to print a limited number of copies of the Collective Agreement at a Union shop, including at least fifty (50) copies for the Union and one (1) for every Unit. Employees shall be provided with a digital copy of this Collective Agreement and the Management will ensure employees are able to access it through a digital platform. The cost of same shall be shared equally between the Union and the Management. Copies of the Collective Agreement will be distributed by the Union to members of the Bargaining Unit.
- 26.08**
- (a) All employees covered by this Appendix will be given an evaluation on their performance and a copy shall be supplied to the employee if requested. Employees shall be allowed to discuss their evaluation with their immediate Supervisor.
 - (b) Seasonal employees will be evaluated one (1) month after hire, and at the end of their assignment.
 - (c) Part-time, Grant and Casual employees will be evaluated three (3) months after hire, and at the end of their assignment, or after one (1) year, whichever comes first (1st).
 - (d) Temporary employees will be evaluated three (3) months after hire, six (6) months, and one (1) year or at the end of their assignment, whichever comes first (1st).

ARTICLE 27 – LEGAL COST REIMBURSEMENT

- 27.01** Where an employee is charged with an offence under the Criminal Code, The Highway Traffic Act or other Statutes, arising out of any act or acts done in the performance of their duties, it is the policy of the Management that:
- (a) The employee charged shall, in the first (1st) instance, be responsible for their own defence including the retaining of legal counsel.
 - (b) If the employee is acquitted of the charge and their legal costs do not exceed five thousand dollars (\$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 their legal costs exceed five thousand dollars (\$5,000.00), the account shall be referred to the Board of Management for their consideration.

ARTICLE 28 – EQUITY, DIVERSITY & INCLUSION

- 28.01** The Parties agree to the principle of a representative workforce and are mutually committed to creating a diverse workforce that is reflective of the communities we serve, as well as building an inclusive workplace culture with an emphasis on employment opportunities for under-represented, equity seeking and racialized groups. This includes the need for, and encouragement of, greater awareness and acceptance of diversity in the workplace and pro-active initiatives to promote and support diversity and inclusion of under-represented, equity seeking, and racialized groups, and addressing systemic barriers which prevent members of these groups from access to employment at the Toronto Zoo.

The Equity, Diversity & Inclusion Committees shall include an equal number of members representing the Management and the Union (including at least one (1) member of the Union Executive on the Employment Committee). These committees shall meet as agreed. The mandate of these Committees include, but are not limited to:

- 1) Increasing the range of opportunities for permanent jobs as it pertains to the under-represented, equity seeking, and racialized groups.

- 2) Engaging in equity, diversity, and inclusion plans with the shared goal of creating working conditions that are accessible, removing systemic barriers to employment opportunities, including barriers in job postings and the recruitment process.
- 3) Identifying and working to remove attitudinal and communications barriers that hinder the participation of equity seeking and racialized groups from accessing or participating fully in the workplace.
- 4) Youth/Community/Educational outreach initiatives with a view to careers at the Toronto Zoo.
- 5) Creating special programs to ameliorate conditions of disadvantage as set out in section 15(2) of the Canadian Charter of Rights and Freedoms and s.14 of the Ontario Human Rights Code.

At the start of each calendar year, the Union and the Management, through the Equity, Diversity & Inclusion Employment Committee will jointly agree upon a Unit(s) for which two (2) full-time vacant Bargaining Unit positions will be considered for targeted postings. Positions will be concurrently posted externally and internally in an effort to attract candidates from under-represented, equity seeking, and racialized groups, using diverse outlets for advertising positions within these groups and working with community agencies and partners.

ARTICLE 29 – DURATION

- 29.01** The terms of this Collective Agreement, which supersedes all other written, expressed or implied, shall become effective from the first (1st) of April, 2021, until the thirty-first (31st) of March, 2026.
- 29.02** 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.
- 29.03** 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.

WAGES

1. TEMPORARY EMPLOYEES will receive ninety percent (90%) of the lowest rate of the classification in which they are placed and they shall progress up to ninety percent (90%) of the three (3) month rate and six (6) month rate.

2. PART-TIME EMPLOYEES:

\$17.07	April 1, 2021
\$17.24	April 1, 2022
\$17.41	April 1, 2023
\$17.67	April 1, 2024
\$17.72	October 1, 2024
\$18.03	April 1 2025

Part-time employees will continue to receive these hourly rates if their hours of work are increased.

3. SEASONAL EMPLOYEES:

April 1, 2021

\$14.25 – First (1st) year

\$14.40 – Second (2nd) year

Group Leader Premium - \$1.85 per hour

April 1, 2022

\$14.35 – First (1st) year

\$14.50 – Second (2nd) year

Group Leader Premium - \$1.85 per hour

April 1, 2023

\$14.35 – First (1st) year

\$14.65 – Second (2nd) year

Group Leader Premium - \$1.85 per hour

April 1, 2024

\$14.35 – First (1st) year

\$14.80 – Second (2nd) year

Group Leader Premium - \$1.85 per hour

April 1, 2025

\$14.35 – First (1st) year

\$14.95 – Second (2nd) year

Group Leader Premium - \$1.85 per hour

NOTE: Added to Base (ATBs) do not apply to Seasonal wage rates.

4. CASUAL AND GRANT EMPLOYEES: The Management shall provide to the Union a wage schedule which shall include the position and the associated wage for employees in Grant and or Casual classifications in January and June of each year of the Collective Agreement.


LETTER OF AGREEMENT

OVERNIGHT PROGRAM GUIDES

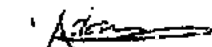
1. In addition to their regular wages for each overnight session, employees assigned to perform the duties of Bush Camp Guide or any other Non-permanent employee working an overnight program shall receive pay as outlined below.
 - (a) Employees will be paid at the regular rate of pay for the first (1st) eight (8) hours of their shift. Normally that will be from 1500 until 2300 but may differ depending on programming needs.
 - (b) They will receive 1 (one) hour overtime at a rate of time and one half (1 ½) for the hours worked between 2300 and 0000.
 - (c) They will receive their regular rate of pay from 0001 to 0700.
 - (d) They will be paid at their overtime rate for the hours worked from 0701 to the end of the shift.
 - (e) Employees who are assigned to a second (2nd) overnight session on the same calendar day shall receive overtime pay for those hours worked in the second (2nd) session.
 - (f) All meal periods shall be paid and the meal periods shall be taken at a time agreed to between the Supervisor and employees.
2. For clarity, this letter is applicable only to those persons assigned to work overnight programs. Other employees will be subject to Article 13 of the Appendix.
3. This letter will expire March 31st, 2026.

Dated at Toronto this 13th day of April, 2021.

For the Union:



Cassia Devison



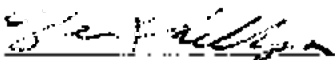
Jennifer Adams



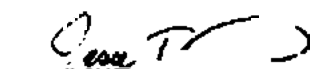
Kynda Bongelli



Katrina Salvador



Glen Phillips



Jesse Toms



Andrew More




Humberto da Silva


For the Toronto Zoo:



Michael Moran



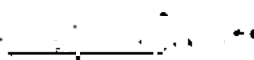
Valerie Peticca



Shawna Findlay-Thompson



Andrew Lentini




Adam Huston



Leona Mitchell



Joanna Nijmeh



Jordan Leung