

*COLLECTIVE AGREEMENT*  
*Toronto Zoo & CUPE Local 1600- Control Unit*

---

**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

(Control Unit)

Effective April 1, 2021

Expires March 31, 2026

---

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE .....	1
ARTICLE 2 - RECOGNITION & SCOPE.....	1
ARTICLE 3 - NO DISCRIMINATION.....	1
ARTICLE 4 - RESERVATION OF MANAGEMENT'S RIGHTS .....	1
ARTICLE 5 - CONTRACTING OUT OF WORK.....	2
ARTICLE 6 - UNION CONDITIONS .....	2
ARTICLE 7 - NO STRIKES OR LOCKOUTS .....	2
ARTICLE 8 - UNION REPRESENTATION.....	2
ARTICLE 9 - COMPLAINT AND GRIEVANCE PROCEDURE.....	3
ARTICLE 10 - ARBITRATION .....	4
ARTICLE 11 - DISCHARGE OR DISCIPLINE .....	4
ARTICLE 12 .....	
ARTICLE 13 - SENIORITY .....	4
ARTICLE 14 - HOURS OF WORK.....	7
ARTICLE 15 - DEFINITION OF SHIFT .....	7
ARTICLE 16 - JOB DESCRIPTIONS.....	8
ARTICLE 17 - LEAVES OF ABSENCE .....	8
ARTICLE 18A - ILLNESS OR INJURY PLAN .....	10
ARTICLE 18B - LEAVE FOR ILLNESS OR INJURY.....	14
ARTICLE 19 - VERIFICATION OF ILLNESS OR INJURY.....	14
ARTICLE 20 - GROUP LIFE INSURANCE, MEDICAL, HOSPITALIZATION, PENSION COVERAGE, DENTAL PLAN .....	15
ARTICLE 21 - VACATIONS WITH PAY .....	17
ARTICLE 22 - PAID HOLIDAYS.....	19
ARTICLE 23 - HEALTH & SAFETY .....	20
ARTICLE 24 - UNIFORMS.....	20
ARTICLE 25 - ALLOWANCES .....	21
ARTICLE 26 .....	
ARTICLE 27 .....	
ARTICLE 28 - VOLUNTEERS .....	21
ARTICLE 29 - GENERAL .....	21
ARTICLE 30 - LEGAL COST REIMBURSEMENT .....	22
ARTICLE 31 - EQUITY, DIVERSITY & INCLUSION.....	22
ARTICLE 32 - DURATION.....	22
APPENDIX A - WAGES.....	23
APPENDIX B - LETTER OF INTENT.....	24
APPENDIX C - LETTER OF UNDERSTANDING .....	25
APPENDIX D - LETTER OF UNDERSTANDING SCHOLARSHIP PROGRAM .....	25

NOTE: Articles 12, 26 and 27 are blank articles

**INDEX**

<b>Allowances</b>	<b>Article</b>	<b>25</b>
Meterage Allowance	Page	21
Parking Charges		21
Call Back		21
Injured on Duty		21
<b>Arbitration</b>	<b>Article</b>	<b>10</b>
	Page	4
<b>Complaint and Grievance Procedure</b>	<b>Article</b>	<b>9</b>
Steps to be Followed	Page	3
<b>Contracting out of Work</b>	<b>Article</b>	<b>5</b>
Technological Improvements	Page	2
<b>Definition of Shift</b>	<b>Article</b>	<b>15</b>
Definition	Page	7
Shift Premium		8
Weekend Premium		8
Turnaround Time		8
Shift Scheduling		8
<b>Discharge or Discipline</b>	<b>Article</b>	<b>11</b>
	Page	4
<b>Duration</b>	<b>Article</b>	<b>32</b>
	Page	22
<b>Equity, Diversity &amp; Inclusion</b>	<b>Article</b>	<b>31</b>
	Page	22
<b>General</b>	<b>Article</b>	<b>29</b>
Union Correspondence	Page	21
Resignations		21
Contract Language		21
Personnel Files		21
Direction to Employees		21
<b>Group Life Insurance, Medical, Hospitalization, Pension Coverage, Dental Plan</b>	<b>Article</b>	<b>20</b>
Group Life Insurance	Page	15
Hospital Care		15
Major Medical Coverage		15
Dental Plan		16
Pension Plan		17
Long Term Disability		17
<b>Health &amp; Safety</b>	<b>Article</b>	<b>23</b>
Safety Devices	Page	20
Protective Clothing		20
Return to Work Program		20
<b>Hours of Work</b>	<b>Article</b>	<b>14</b>
No Guarantee of Work	Page	7
Regular Work Week		7
Meal Times		7
Work Schedules		7
Overtime		7
Change of Work Hours		7
Weekends Off		7
Days Off		7
Shift Rotation		7

---

<b>Illness or Injury Plan</b>	<b>Article</b>	<b>18A</b>
	Page	10
<b>Job Descriptions</b>	<b>Article</b>	<b>16</b>
	Page	8
<b>Leave for Illness or Injury</b>	<b>Article</b>	<b>18B</b>
	Page	14
<b>Leaves of Absence</b>	<b>Article</b>	<b>17</b>
Personal Leave	Page	8
Citizenship Leave		8
Bereavement Leave		8
Court Day		9
Pregnancy/Parental/Adoption Leave		9
Emergency Leaves		10
Education Leave		10
Union Leave		10
<b>Legal Cost Reimbursement</b>	<b>Article</b>	<b>30</b>
	Page	22
<b>No Discrimination</b>	<b>Article</b>	<b>3</b>
	Page	1
<b>No Strikes or Lockouts</b>	<b>Article</b>	<b>7</b>
	Page	2
<b>Paid Holidays</b>	<b>Article</b>	<b>22</b>
Statutory Holidays	Page	19
Floating Day		19
Holiday Pay		19
Lieu Days		20
Christmas Day, Boxing Day or New Year's Day off		20
<b>Purpose</b>	<b>Article</b>	<b>1</b>
	Page	1
<b>Recognition &amp; Scope</b>	<b>Article</b>	<b>2</b>
Exempt Classifications	Page	1
<b>Reservation of Management Rights</b>	<b>Article</b>	<b>4</b>
	Page	1
<b>Seniority</b>	<b>Article</b>	<b>13</b>
Definition	Page	4
Probationary Period		5
Leave Affecting		5
Seniority List		5
Layoff & Recall		5
Union Officials		7
<b>Uniforms</b>	<b>Article</b>	<b>24</b>
Condition of Employment	Page	20
Cleaning of Uniforms		20
<b>Union Conditions</b>	<b>Article</b>	<b>6</b>
Informing New Employees	Page	2
Membership		2
Deduction of Dues		2
Expelled or Suspended Members		2
Introduction of Shop Stewards		2
Use of Bulletin Boards		2

---

<b>Union Representation</b>	<b>Article</b>	<b>8</b>
Negotiating Committee	Page	2
Grievance Committee		3
Union Officer's Rights and Responsibilities		3
National Representative		3
<b>Vacations with Pay</b>	<b>Article</b>	<b>21</b>
	Page	318
<b>Verification of Illness or Injury</b>	<b>Article</b>	<b>19</b>
	Page	15
<b>Volunteers</b>	<b>Article</b>	<b>28</b>
	Page	21
<b>APPENDIX A - WAGES</b>	Page	23
<b>APPENDIX B – LETTER OF INTENT</b>	Page	24
<b>APPENDIX C – LETTER OF UNDERSTANDING</b>	Page	25
<b>APPENDIX D – LETTER OF UNDERSTANDING SCHOLARSHIP PROGRAM</b>	Page	25

#### **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 specific employees, and to provide a means of presenting complaints and grievances formally between the two (2) Parties.
- 1.02** In this Agreement “employee” means a person hired by the Management for a position which comes within the Bargaining Unit described in the recognition clause contained herein and who is on the active payroll of the Management.
- 1.03** 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.

#### **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 practiced with respect to any person in the matter of hiring, wage rates, training, 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 or 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.

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 purpose 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’S RIGHTS**

- 4.01** Save and except any Clause in this Collective Agreement, the Management shall have the absolute right to increase or decrease the establishment, 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.

**ARTICLE 5 – CONTRACTING OUT OF WORK**

- 5.01** 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.
- 5.02** It is Management's intention that before contracting out any Control Centre 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. 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 work by the Management.

**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, 6.05.
- 6.02** All employees not exempted by the 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 monthly Union dues and initiation fees, special levies and assessments from the wages of all employees in the Bargaining Unit from the first (1<sup>st</sup>) 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 (1<sup>st</sup>) corresponding pay date following the commencement of employment of all new Bargaining Unit employees, their names, their Supervisor's 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 any 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 member of the Control Bargaining Unit to represent the Bargaining Unit at negotiations. The Management shall recognize such Negotiations Committee when the Union informs the Management of their names in writing. Each day of negotiations shall be considered the regular day shift for all Union Negotiations Committee members.
  - (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** 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, 2<sup>nd</sup> Vice President of Labour Management, and Chief Shop Steward, or designate.
- 8.03**
- (a) Employees selected to act as Union officers shall not neglect the regular duties they have to perform in order to participate in Union activities without the prior consent of their Supervisor.
  - (b) The Management will pay the Union officers their regular wages while participating in direct meetings with the Management provided this amount does not exceed a total of twelve (12) working days or ninety-six (96) hours per year to be distributed among all Union officers as the Union sees fit.
  - (c) This compensation shall not apply to Union meetings, or arbitration meetings held during the employee's regular working hours.
- 8.04** A National Representative of the Union shall have the right to visit the property of the 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 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) day 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 Article 9.01 (a) above, and shall be 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 acceptable 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 the 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 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 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 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 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** The payment of and powers of an Arbitrator shall be as outlined in the Ontario Labour Relations Act, 1995.
- 10.05** The decision of the Arbitrator shall be final, binding and enforceable on all Parties. The Arbitrator shall not have the power to change this Agreement nor to alter, modify or amend any of its provisions, nor to consider any matter not specifically contained in the Agreement, nor otherwise make any decision inconsistent with this Agreement which expresses the full and complete understanding of the Parties on remuneration, benefits and working conditions.

#### **ARTICLE 11 – DISCHARGE OR DISCIPLINE**

- 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 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, layoff and recall. New employees shall be on probation and shall not acquire seniority until they have worked a total of twelve (12) months in an eighteen (18) 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 (1<sup>st</sup>) 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 all 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 the 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 (1) 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' 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;
    - (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) 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.
- (b) (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 qualification, except as outlined in (b)(i) above.
- (c) In the event an employee transferred out of the Bargaining Unit under 13.06 (b)(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.
- (d) An employee who is transferred to a position outside the Bargaining Unit shall not, subject to (c) 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 with thirteen (13) months shall forfeit Bargaining Unit seniority.
- 13.11** 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.

- 13.12** 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** In accordance with operating requirements, employees 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, with no overtime premium applicable. The number of working days in two (2) pay periods will be averaged so as to arrive at regular pay of eighty (80) hours for a two (2) week period, provided the employee worked all scheduled days.
- 14.03** A meal time of half (½) hour duration shall be paid. However, it is agreed that employees shall remain on call and are subject to assignment, without prior notice, if operational requirements so dictate. There shall be two (2) paid rest breaks of ten (10) minutes each, one (1) in each half (½) of the shift. The times and location in which paid lunch period and rest periods are to be taken, shall be assigned by Management at its discretion.
- 14.04** 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.
- 14.05** For hours worked in excess of their regularly scheduled hours per day or per week, the employee shall receive payment at a rate of time and one half (1 ½) their current rate of pay or lieu time at the rate of one and one half times (1 ½).
- 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 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.
- If, due to operational requirements, there is a need to replace a Control Operator who is absent and such shift result in overtime, the overtime Control shift shall first be offered to members of this Bargaining Unit.
- 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. 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.
- 14.08** The Management will endeavor, wherever feasible, to provide all employees with a minimum of one (1) week-end 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.
- 14.09** 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.
- 14.10** Employees' days off must be consecutive unless otherwise mutually agreed between the Supervisor and employee and provided it does not adversely affect any other employee.
- 14.11** Consistent with operational requirements, the Management will endeavour to provide that each employee shall regularly rotate from one (1) shift to another so that an equal amount of time 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.

#### **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.  
(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 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 (2<sup>nd</sup>) 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** Shifts shall be so scheduled so that no two (2) shifts for the same employee shall run into each other consecutively. The Management may find it necessary to deviate from the above, but shall do so only in special or abnormal circumstances.

#### **ARTICLE 16 – JOB DESCRIPTIONS**

- 16.01** Management will draw up and issue job descriptions to members of the Bargaining Unit.

#### **ARTICLE 17 – LEAVES OF ABSENCE**

##### **17.01 Personal Leave**

- (a) The Management may grant leave of absence to any 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 (1<sup>st</sup>) seventeen (17) weeks of such a 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.
- (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) Pay for Bereavement Leave shall be at regular hourly rates and shall apply only if the employee was normally required to work.
- (e) 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 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 Emergency Leaves**

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

**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 the Management and without loss of seniority for education 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.

**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-for-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 (1<sup>st</sup>) 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**

- (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 thirty (130) days.

**Illness or Injury Plan – Coverage**

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

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

**Top Up Credits**

- (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 1<sup>st</sup>**

- 18A.09**
- (a) An eligible employee will receive their IIP days on their first (1<sup>st</sup>) regularly scheduled work day on or after January 1<sup>st</sup> 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 (1<sup>st</sup>) regularly scheduled work day on or after January 1<sup>st</sup> 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 (1<sup>st</sup>) 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 (1<sup>st</sup>), second (2<sup>nd</sup>) and third (3<sup>rd</sup>) 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 (1<sup>st</sup>) day of absence. For the fourth (4<sup>th</sup>) 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 (2<sup>nd</sup>) 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 <sup>st</sup> ), Second (2 <sup>nd</sup> ) and Third (3 <sup>rd</sup> ) Occurrence	First (1 <sup>st</sup> ) day of Absence
Fourth (4 <sup>th</sup> ) and Subsequent Occurrences	Second (2 <sup>nd</sup> ) day of Absence

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 (1<sup>st</sup>) day of absence.

**Use of Vacation/Lieu Time Entitlements**

- 18A.15** 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.16** 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.17** For the purpose of this Clause, uninterrupted service shall be any months where the employee was continuously paid for time worked or paid out of their accumulated Leave-for-Illness or Injury allowance or was on an authorized leave.
- 18A.18** Employees off work through an injury which is covered by benefits from the Worker's Compensation Board shall be paid only the difference between those benefits and the Leave-for-Illness or Injury allowance deducted from their accumulated sick leave credits.

**Family Leave**

- 18A.19** Any employee with less than six hundred (600) hours in their accumulated IIP bank will only be eligible to use forty-eight (48) hours per year leave to care for immediate family members. Those employees eligible to use sixty-four (64) hours per leave to care for immediate family members shall not deplete their accumulated Leave-for-Illness or Injury bank below six hundred (600) hours. Family leave is subject to the approval of the Chief Executive Officer (CEO) or their designate. A medical certificate shall be required after three (3) days continuous leave as per Article 19.02(b).
- 18A.20** An employee who absents themselves from work for three (3) consecutive working days, other than for proven sickness or other just cause, and has not communicated with the Control Centre 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 twelve (12) hours for each full month of uninterrupted service beginning in the first (1<sup>st</sup>) 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 (1<sup>st</sup>), second (2<sup>nd</sup>) and third (3<sup>rd</sup>) 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 (1<sup>st</sup>) day of absence. For the fourth (4<sup>th</sup>) 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 (2<sup>nd</sup>) day of absence.

OCCURRENCE PER CALENDAR YEAR	EMPLOYEE IS ELIGIBLE TO RECEIVE SICK PAY FROM:
First (1 <sup>st</sup> ), Second (2 <sup>nd</sup> ) and Third (3 <sup>rd</sup> ) Occurrence	First (1 <sup>st</sup> ) Day of Absence
Fourth (4 <sup>th</sup> ) and Subsequent Occurrences	Second (2 <sup>nd</sup> ) 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 (1<sup>st</sup>) day of absence.

**18B.04** Any employee with less than six hundred (600) hours in their accumulated Leave-for-Illness or Injury bank will only be eligible to use forty-eight (48) hours per year leave to care for immediate family members. Those employees eligible to use sixty-four (64) hours per leave to care for immediate family members shall not deplete their accumulated Leave-for-Illness or Injury bank below six hundred (600) hours. 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, 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 imposed.

- 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 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 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** 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 (1<sup>st</sup>) 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. These changes are effective the month following ratification by both Parties.
- (ii) The Management shall provide a three thousand dollar (\$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.
- (d) Major medical coverage including prescription drugs with no annual deductible (currently mandatory generic prescription features for use in Canada will be provided), hearing aid benefit of seven hundred dollars (\$700.00) per year per family, 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 (2<sup>nd</sup>) 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 equivalent to those obtained in 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 and 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, chiropract, 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 1st to December 31st), thirty-five dollars (\$35.00) maximum for x-rays to a combined total of one thousand five hundred dollars (\$1,500.00) 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 during this period to purchase coverage under the existing Dental 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 dollars (\$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 (65<sup>th</sup>) 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 (65<sup>th</sup>) 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 or disability claims arising on or after the date herein inclusive of any benefits paid under any pension plan, insurance plan, Workplace Safety & Insurance Board awards, or any other plan to which Management makes contributions, such Long Term disability to be payable after six (6) months' 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.

**20.07 Retirement**

When an employee retires, if the employee was in receipt of a Workplace Safety and Insurance Board 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 waiver of premium benefit.

**20.08 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.

**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 insurance two times (2x) salary until age seventy (70) then twenty thousand (\$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 the ODP first (1<sup>st</sup>) payment.

**ARTICLE 21– VACATIONS WITH PAY**

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

- (i) One (1) or more years of continuous service as of anniversary date: one hundred twenty (120) hours (three (3) weeks);
- (ii) After two (2) or more years of continuous service as of anniversary date: one hundred sixty (160) hours (four (4) weeks);
- (iii) After nine (9) or more years of continuous service as of anniversary date: two hundred (200) hours (five (5) weeks);

- (iv) After seventeen (17) or more years of continuous service as of the anniversary date: two hundred forty (240) hours (six (6) weeks);
  - (v) After nineteen (19) or more years of continuous service as of the anniversary date: an additional vacation day per year, in addition to the vacation entitlement up to a maximum of two hundred eighty (280) hours (seven (7) weeks).
- (b) During the first (1<sup>st</sup>) year of employment an employee may be granted one (1) week of vacation prior to their anniversary date and the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) 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 1<sup>st</sup> 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 requests 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 of vacation will be allowed.
- 21.04**
- (a) Vacation pay shall be paid at the current regular rate of pay for each week of vacation to which the employee is entitled.
  - (b) When an employee's employment ceases and they have not taken their full vacation entitlement, then the employee upon termination, shall be paid vacation pay which shall be calculated as follows as a percentage of the employee's regular basic pay:
    - (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) 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, vacation selection, which shall be in 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 (1<sup>st</sup>) requests have been allotted.
- (c) Vacation application forms shall be issued to all employees during the first (1<sup>st</sup>) week of January and vacation requests shall be submitted to the Supervisor no later than the first (1<sup>st</sup>) week of February following. The employee shall be informed of the approval or denial of their request no later than the first (1<sup>st</sup>) 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 (1<sup>st</sup>) preceding entitlement. The employee shall be informed of the approval or denial of their request not later than November first (1<sup>st</sup>) preceding entitlement.
- 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 ceased 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, such employee shall be entitled to claim Leave-for-Illness or Injury allowance or IIP, as applicable, in lieu of vacation for such days of hospitalization, provided that written notice is given to the Chief Executive Officer or their designate at the commencement of hospitalization and subsequent O.H.I.P. verification and a medical certificate verifying the length of illness are provided on the employee's return.
- (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.

#### 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 shall 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) (i).
- 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 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 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 a 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 Article 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** An employee shall have the option of time off in lieu of holiday pay, providing they actually worked on the holiday, or the holiday falls on their scheduled day off, and shall be entitled to accumulate lieu days up to a maximum of ten (10) days in addition to any accumulated vacation days, which shall be taken at a time convenient to both Parties.
- 22.08** The following written notice shall be given by employees of their intention to take lieu days:
- Half (½) – three (3) days – One (1) weeks' notice with a written answer within forty-eight (48) hours.
- Four (4) – five (5) days – Two (2) weeks' notice with a written answer within forty-eight (48) hours.
- Note: Written answer within forty-eight (48) hours not applicable if lieu time taken with vacation.
- 22.09** An employee may have one (1) of either Christmas Day or Boxing Day or New Year's Day as a scheduled holiday off, if requested one (1) month in advance, provided operating requirements permit. Employees with the greater seniority shall receive first preference.

#### **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 and 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 wear/use 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.
- 23.03**
- (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.
- 23.04** 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 classifications designated by the Management.
  - (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.

#### **ARTICLE 25 – ALLOWANCES**

- 25.01** 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 vehicles 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.

#### **ARTICLE 28 – VOLUNTEERS**

**28.01** (a) No employee in the Bargaining Unit shall lose employment or seniority because of the use of volunteers by the Management.

(b) No volunteers shall do a Bargaining Unit job.

#### **ARTICLE 29 – GENERAL**

**29.01** The President of the Union shall sign all Union correspondence 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) working 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 shall arrange to print a limited number of copies of the Collective Agreement at a Union shop, including at least five (5) copies for the Union. 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** (a) An employee shall have the right upon giving a minimum of twenty-four (24) hours written notice, to have access to and review their personnel and medical files.

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

**29.07** 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 otherwise by legislation.

**29.08** 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 offence under the Criminal Code, the Highway Traffic Act, or other Statutes arising out of any acts done in the performance of their duties, it is the policy of the Management that:

(a) The employee charged shall, in the first (1<sup>st</sup>) 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 (\$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 (1<sup>st</sup>) of April, 2021 until the thirty-first (31<sup>st</sup>) 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 of 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 - 1.0% added to base  
 April 1, 2022 - 1.0% added to base  
 April 1, 2023 - 1.0% added to base  
 April 1, 2024 - 1.5% added to base  
 October 1, 2024 - 0.25% added to base  
 April 1, 2025 – 1.75% added to base

**One (1) Time Guest Experience Bonus**

The Management recognizes the importance of guest experience, and the critical role played by the Toronto Zoo'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).

**WAGES**

<u>Classification</u>	<u>Start Rate</u>	<u>3 Mo. Rate</u>	<u>6 Mo. Rate</u>
Control Operator			
April 1, 2021	\$27.43	\$29.27	\$30.48
April 1, 2022	\$27.70	\$29.55	\$30.78
April 1, 2023	\$27.98	\$29.85	\$31.09
April 1, 2024	\$28.40	\$30.30	\$31.56
October 1, 2024	\$28.48	\$30.37	\$31.64
April 1, 2025	\$28.97	\$30.90	\$32.19

**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

APPENDIX B

LETTER OF INTENT  
Twelve (12) Hour Shifts

**Shifts** – For those employees assigned to twelve (12) hour shifts, the following interpretations will be made by the Parties.

1. **Article 8.02 (b)** – This Article will be interpreted on the basis of reference to the maximum of “ninety-six (96) hours” rather than “working days” for time spent by Union officers while participating in direct meetings with Management.
2. **Article 14.03** – Since employees working the twelve (12) hour shift schedule accrue two (2) hours per week for a total of one hundred four (104) hours per year, and in order to comply with the Employment Standards Act, a thirty-five (35) minute unpaid break will be incorporated into each scheduled twelve (12) hour shift worked. Employees shall remain on call and are subject to assignment, without prior notice. The times and locations of this break period shall be assigned by the Management. Should an employee be called for assignment from both breaks on one (1) shift, they will be paid at the rate of time and one half (1 ½) for the second (2<sup>nd</sup>) such call out.
3. **Article 14.05** – An employee who works a complete shift on overtime shall be paid at the rate of time and one half (1 ½) for eleven and a half (11½) hours. For overtime of less than a full shift in duration, the employee shall be paid at the rate of time and one half (1 ½) for all hours worked.
4. **Article 15** – Employees entitled to shift premium, weekend premium or weekend shift premium while working a complete shift shall be paid based on a working day of eleven and a half (11½) hours.
5. **Article 18A.07 (b)** – Employees enrolled in the Illness or Injury Plan are entitled to a maximum of four (4) weeks interpreted as one hundred sixty (160) hours at one hundred percent (100%) coverage and a maximum of twenty-two (22) weeks interpreted as eight hundred eighty (880) hours at seventy-five percent (75%) coverage, based on the chart.  
  
(c) – If an eligible employee uses less than their four (4) weeks interpreted as one hundred sixty (160) hours that are paid at the maximum coverage of one hundred percent (100%) (“100% coverage hours”), up to one hundred twenty (120) unused one hundred percent (100%) coverage hours (three (3) weeks) may be carried over to the following year (“the carry over year”) as “top up credits”. One unused Illness or Injury Plan hour is equivalent to two (2) top up credits, up to a maximum of two hundred and forty (240) top up credits per carry over year. Top up credits can only be used in the carry over year.
6. **Article 18B.01 (a)** – Employees enrolled in the Leave-for-Illness or Injury Plan shall accumulate Leave-for-Illness or Injury allowance at the rate of twelve (12) hours for each full month of uninterrupted service. An employee who is ill or injured for their scheduled twelve (12) hour shift shall be deducted at the rate of eleven and a half (11½) hours from their accumulated Leave-for-Illness or Injury.
7. **Article 18A.19 and 18B.03** – The threshold of seventy-five (75) days in this article will be interpreted as six hundred (600) hours. An employee who is absent for their twelve (12) hour shift for Family Leave shall be deducted at the rate of eleven and a half (11½) hours from their accumulated Leave-for-Illness or Injury or Illness or Injury Plan bank.
8. **Article 22.01 (a) (ii)** – Each employee is entitled to two (2) twelve (12) hour floating holidays, for a total of twenty-four (24) hours, to be taken at a time convenient to both Parties.
9. **Article 22.02** – Holiday pay shall be for eleven and a half (11½) hours at regular rates.
10. **Article 22.03 (c)** – If an employee is scheduled to work on a statutory holiday but does not report due to illness or injury, they will receive sick pay at the rate of eleven and a half (11½) hours.
11. **Article 22.04 (a)** – If required to work on a holiday, an employee will receive overtime for all hours worked, plus holiday pay for twelve (12) hours.
12. **Article 22.07** – An employee has the option of time in lieu of holiday pay (twelve (12) hours), provided they actually worked on the holiday, or the holiday falls on their scheduled day off. Employees may accrue a total of one hundred ten (110) hours in lieu time. Complete shifts taken as lieu time shall be deducted at eleven and a half (11½) hours each.

**APPENDIX C**

**LETTER OF UNDERSTANDING**

It is understood, and agreed, that in the event that the Management should find it necessary, at any time, to employ non-permanent employees, for the purpose of performing Control Centre duties, the Parties will enter into discussions with a view to mutually agreeing upon which entitlements, rights and responsibilities are applicable to that non-permanent employee or employees.

No person shall be employed as described above, prior to agreement being reached.

**APPENDIX D**

**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.

**COLLECTIVE AGREEMENT**  
**Toronto Zoo & CUPE Local 1600**

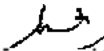
Dated at Toronto this 13<sup>th</sup> day of April, 2021.

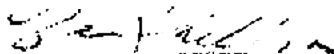
**For the Union:**

  
\_\_\_\_\_  
Cassia Devison

  
\_\_\_\_\_  
Jennifer Adams

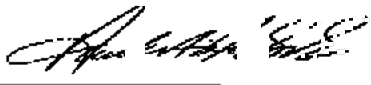
  
\_\_\_\_\_  
Lynda Bongelli

  
\_\_\_\_\_  
Katrina Salvador

  
\_\_\_\_\_  
Glen Phillips


  
\_\_\_\_\_  
Jesse Toms


  
\_\_\_\_\_  
Andrew More

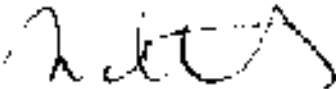
  
\_\_\_\_\_  
Humberto da Silva

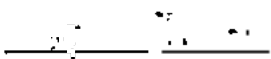
**For the Toronto Zoo:**

  
\_\_\_\_\_  
Michael Moran

  
\_\_\_\_\_  
Valerie Peticca


  
\_\_\_\_\_  
Shawna Findlay-Thompson

  
\_\_\_\_\_  
Andrew Lentini

  
\_\_\_\_\_  
Adam Huston

  
\_\_\_\_\_  
Leona Mitchell

  
\_\_\_\_\_  
Joanna Nijmeh

  
\_\_\_\_\_  
Jordan Leung