

Collective Agreement

~between~

THE BOARD OF THE ROYAL BOTANICAL GARDENS
(hereinafter referred to as “the Employer”)



**ROYAL
BOTANICAL
GARDENS**

~and~

THE CANADIAN UNION OF PUBLIC EMPLOYEES
ANDS ITS LOCAL 5167
(hereinafter referred to as “the Union”)



Hamilton. Our City. Our Union.

Term of Agreement – January 16, 2023 to January 15, 2027

bk/COPE 491

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COLLECTIVE BARGAINING AGREEMENT
THIS AGREEMENT made in triplicate
BETWEEN:

THE BOARD OF THE ROYAL BOTANICAL GARDENS
(Hereinafter called the "Employer")
of the First Part

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES and its
LOCAL 5167
(Hereinafter called the "Union")
of the Second Part

WHEREAS the parties hereto have agreed to enter into these presents for the purpose of effectively defining the duties, privileges, working conditions, remuneration and other benefits respecting CUPE Local 5167 Employees of the Employer, including, but without restricting the meaning hereof, all of the Employees of the Employer who are employed, from time to time, in the classifications set forth in Schedule "A", hereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH

ARTICLE 1 - SCOPE

1.1 The provisions of this agreement shall apply to all Employees employed in the job classifications set forth in Schedule "A" attached hereto and forming part of this agreement and for purposes of clarity the rates of pay set forth in the said schedule "A" in respect of the job classifications described therein shall apply, during the term of this agreement, to all Employees employed in the said classifications.

Notwithstanding the foregoing, however, any Employee hired under a special 'make-work program' made available by any level of government shall be excluded from this Agreement excepting that 'regular Employees' who are transferred to a 'make-work' scheme shall retain all rights and benefits under this Collective Agreement. Upon application of funding from any level of government for special employment programs, the Union shall receive a copy of the application.

1.2 During the term of this Agreement if the Employer establishes any additional positions or job classifications that are not specified in Schedule "A" but which positions or classifications are appropriate for inclusion in Schedule "A" then the Employer agrees:

- a) that the said position or job classification are to be included in and form part of Schedule "A", and
- b) that the rates for such positions or job classifications as set by the Employer are subject to the grievance procedure and arbitration provisions set forth in this agreement.

1.3 The provisions of this agreement shall not apply to an Employee holding any of the following confidential or supervisory positions:

Executive Director, Chief Financial Officer, Department Directors, Assistant Department Directors, Department Heads, Assistant Department Heads, Managers, Supervisors, Forepersons, Administrative Assistants, and Scientific, Educational and Horticultural Specialists.

It is understood supervisory staff are primarily responsible for supervising bargaining unit staff and from time to time, volunteers.

Notwithstanding the foregoing, supervisors may perform work normally performed by bargaining unit staff for purposes of instruction or in an emergency situation or to give occasional assistance that is efficient, practical or expedient to the operation and a qualified member of the bargaining unit is not reasonably available.

In addition, it is understood that Horticulturists and Lead Hands are expected to take a leadership role in assigning tasks, monitoring the completion of tasks and training. For clarity it is understood that the training that is required to be delivered by the Horticulturists and Lead Hands is limited to tasks as required in the work area and shall not include heavy equipment training or powered equipment training. Department Managers shall be the only ones authorized to sign off on completion of training.

- 1.4**
- a) Persons whose jobs, paid or unpaid, are not in the bargaining unit, shall not work on any jobs which are included in the bargaining unit when such work would result in or prolong the layoff or reduction of hours of any bargaining unit member except in the cases mutually agreed to by the parties.
 - b) For the duration of the Collective Agreement there shall be no fewer than twenty-eight (28) regular full-time positions in the bargaining unit unless extreme circumstances beyond the control of the Employer intervene. For clarity it is understood that nothing in this Article shall preclude the Employer from exceeding the 28 regular full-time positions referred to in this Article.
 - c) In any event for the duration of the Collective Agreement there shall be no fewer than twenty-one (21) full time positions in the bargaining unit.
- 1.5**
- a) No Student, casual, probationary, or special funded program Employee will have or be offered a benefit that is not given or offered members of the bargaining unit unless it is job specific. It is understood this provision does not apply to non-bargaining unit employees. The Union shall be provided with the most current non-bargaining unit policy manual.
 - b) No Bargaining Unit Employee will have or be offered a benefit that is not given or available to the bargaining unit unless otherwise provided for elsewhere in the agreement or that which is job specific.

ARTICLE 2 - EMPLOYER RESPONSIBILITY

In accordance with the *Ontario Labour Relations Act, 1995*, as amended, and the *Ontario Human Rights Code, 1990*, as amended, with the understanding that superior language within the Collective Agreement shall prevail, the Employer accepts the following responsibilities:

- 2.1** The Employer recognizes that the Unit Vice President shall be the Chairperson for all Union committees. The Unit Vice President shall sit Ex-officio on the Health and Safety Committee and shall act as the alternate when necessary. Further, the unit Vice President is an automatic member of the Grievance Committee, Labour/Management Committee, Negotiating Committee, and all ad hoc committees where the Union is being represented.
- 2.2** The Employer recognizes the Union as the Exclusive Bargaining Agent for all Employees coming within the scope of this agreement and more particularly described in Schedule "A" and they are hereinafter referred to as "Employee" or "Employees", whichever is the case.
- 2.3** The Employer agrees not to interfere with the rights of its Employees designated within the scope of this agreement, to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the Employer or any of its

representatives against any Employees because of Union Membership or lawful activity in the Union.

2.4 The Employer agrees that during the term of this Agreement, there shall be no lockout of Employees.

2.5 The Employer agrees to manage Employees in accordance with the Human Rights Code and that there should be no discrimination with respect to any Employee in the matter of age, race, creed, colour, ancestry, place of origin, ethnic origin, citizenship, political or religious affiliation, marital status, sex, sexual orientation, gender identity, gender expression, family status or disability and to address any alleged violation of the Code as a complaint under the Code or as a grievance under this agreement at the option of the Employee.

2.6 The Employer, shall exercise its obligations and opportunities as an organization that receives provincial funding , through participation in programs fostered and/or funded by senior levels of government.

Participation in such programs will not result in a reduction of hours, lay off or termination of bargaining unit employees. .

2.7 a) The Employer agrees to supply the Union with an on-site office with access to standard office equipment, and services including but not limited to internet for the sole purposes of conducting Union business i.e., grievances, Union counselling, health and safety and any other Union committee business.

b) The Employer shall also provide reasonable service, repairs and upgrades to the aforementioned equipment and services to ensure a safe working environment.

c) In the event relocation of the "on-site office" is required there shall be prior notice and discussion with the Union. Should the on-site office relocation require the current space be vacated before the new location is ready, temporary accommodation shall be provided.

d) Access by the Employer to the Union office shall be reasonably requested and reasonably granted. It is further understood that a Union official shall monitor all access to the Union office by the Employer.

e) The Senior Manager of Facilities and Security shall have a key for maintenance use.

f) The Employer shall advise the Unit Vice President via e-mail when the office is being accessed by the Employer, the Maintenance Department, or a Contractor.

2.8 The Employer agrees that there shall be no layoffs of the bargaining unit Employees below the levels set out in Article 1.4 during the term of this Agreement. However, the Employer retains the right to suspend or terminate or otherwise discipline Employees where there is just cause.

- 2.9** The Employer recognizes and accepts the provisions of this agreement as binding upon itself, and upon each of its duly authorized representatives, and pledges that it and each of its duly authorized representatives will follow all the provisions of this agreement equitably.
- 2.10** The Employer agrees that they will acquaint new employees with the fact that there is a collective agreement in place. Additionally, the employer shall allow the Unit Vice President (or designate) up to thirty minutes to meet with new employees, this shall be done on working hours at a time acceptable to the Employer.

ARTICLE 3 - UNION RESPONSIBILITY

In accordance with the *Ontario Labour Relations Act, 1995*, as amended the *Ontario Human Rights Code, 1990*, as amended, with the understanding that superior language within the Collective Agreement shall prevail, the Union accepts the following responsibilities:

- 3.1** The Union agrees that it will not intimidate or coerce Employees into membership in the Union.
- 3.2** The Union agrees that membership solicitation and other Union activity not pertaining to this agreement, will not take part during working hours or on the premises of the Employer or work projects the Employer may be engaged in.
- 3.3** The Union agrees that during the term of this agreement, there shall be no strike, suspension or slow down of work, picketing or any other interference with the operation of Employer's business, and to this end the Union will take affirmative action to prevent an Employee from engaging in any such activity.
- 3.4** The Union agrees that in accordance with the Human Rights Code there shall be no discrimination with respect to any Employee in the matter of age, race, creed, colour, ancestry, place of origin, ethnic origin, citizenship, political or religious affiliation, gender, sexual orientation, marital status, sex, sexual orientation, gender identity, gender expression, family status, disability or by reason of non-membership or lack of activity in the Union.
- 3.5** The Union recognizes and acknowledges that the management of operations and direction of the work force are fixed exclusively in the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right and function of the Employer to:
- a) generally manage the Employer's operations, determine operational requirements and required levels of service and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery and equipment to be used, the hours and schedules of work, to institute changes in jobs and job assignments, and all

other matters concerning the Employer's operation not otherwise specifically dealt with elsewhere in this Agreement;

- b) hire, assign, direct, promote, demote, classify, transfer, layoff, recall and, for just cause, to suspend, discharge or otherwise discipline employees, subject to the right of the employees who have acquired seniority to grieve to the extent and manner provided herein, if the provisions of this Agreement are violated in the exercise of these rights; and,
- c) make and enforce and alter from time-to-time rules and regulations to be observed by the employees. When the rules and regulations are altered the employer shall ensure that all affected employees are notified of the alteration.

The Employer shall exercise the above rights in a reasonable manner that is consistent with the provisions of the collective agreement.

3.6 The Union recognizes the special position of the Royal Botanical Gardens as a provincial as well as a local agency, in responding to opportunities and in some instances obligations for participation in programs funded by other than local level of government and as a unique training ground for Students. Recognizing that such programs cannot be distinct from regular maintenance and development operations, the Union undertakes to co-operate with the Employer as long as the length of annual employment of Regular Employees is not determined thereby.

- 3.7**
- a) The Union recognizes and accepts the provisions of this agreement as binding upon itself, each of its duly authorized officers, representatives and Employees represented by the Union, and pledges that it, each of its duly authorized officers and representatives, and Employees represented by the Union, will observe the provisions of this agreement.
 - b) The Union shall notify the Employer in writing of the names and areas of jurisdiction of the persons authorized to represent the Union and shall notify the Employer in writing of any changes in these names. The Employer shall not recognize any person until such notification from the Union has been received.

ARTICLE 4 - STANDARD WORKING HOURS

Standard working hours for Employees shall be as follows:

4.1 The standard hours of work per day shall be eight (8) hours.

4.2 The standard working hours shall be between 7:00 a.m. and 11:30 p.m. . The Employer shall prepare, and post schedules in twelve (12) week blocks, thirty (30) days in advance of the schedule coming in to affect.

In arranging the work schedules, full-time Employees will be scheduled on a five (5) day work week, with two (2) consecutive days off. For clarity it is understood that it is not the intent of the Employer to schedule ten (10) days in a row.

Any changes to the posted schedule will require advance notice of at least fourteen (14) calendar days.

An Employee may request, in writing, a change to the start time of their shift. Such change must be approved by the Supervisor. Approval or denial of all requests shall be based on operational requirements and the decision will not be made in an arbitrary manner.

Switching of Shifts

An Employee may agree to switch an assigned shift with another qualified Employee in the same classification. For clarity it is understood that Switches cannot violate any requirement under the collective agreement or statute. The switching of shifts at no time shall result in the employer being responsible for paying premium or overtime compensation. Employees may work more than five (5) consecutive days as a result of switching shifts.

Request for switches of blocks of time shall be considered on a case-by-case basis but it is understood RBG has the sole discretion to deny any such request. It is further understood that the Employer's discretion will not be exercised in an arbitrary manner.

4.3 The standard hours of work per week shall be forty (40) hours.

4.4 The standard working days shall be any regularly assigned five (5) days in the period Monday to Sunday inclusive with a minimum of two (2) consecutive days off unless the request to separate the two (2) consecutive days off is mutually agreed to by the Employer and the affected Employees.

It is understood that as a general rule the weekend work shall be shared equally by the affected Employees.

4.5 An Employee who reports for work on a scheduled working day and who has not been previously notified not to report shall be guaranteed a minimum of four (4) hours work or pay.

4.6 All Employees shall be allowed a fifteen (15) minute rest period in the first half and the second half of a shift.

4.7 If an Employee is required by notice, whether orally or in writing, to report to work earlier than their scheduled start time, and they continue work during their shift for that day, then the time so worked prior to their scheduled start time shall be paid at overtime rates as set out in Article 6 (OVERTIME COMPENSATION).

The aforementioned Standard Hours of Work are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum or as a restriction on any maximum number of hours to be worked.

4.8 It shall be the responsibility of each Employee to report for duty as scheduled.

An Employee who is unavoidably prevented from reporting for duty shall notify their Department Manager by their regular starting time but in any case, no later than one hour into their shift.

Employees returning to work after being absent because of sickness, accident or other bona fide reason shall notify the Department Manager of the intended date of their return to work.

ARTICLE 5 - INCLEMENT WEATHER

5.1 The Employer will endeavour to provide inside work when they deem inclement weather e.g., extreme temperatures, excessive wind or rain, lightening, air quality advisory, make operations impracticable or jeopardize the health and safety of Employees. Supervisors will notify affected Employees of which operations shall cease and of alternate work assignments if available. It is understood that some Employees may be required to remain based on job classification and seniority, in order to maintain essential work services.

When weather conditions necessitate lost hours, the Employer agrees to meet with the Union prior to determining that alternate work assignments are not available.

5.2 Each Employee of Royal Botanical Gardens within the scope of the CUPE Local 5167 bargaining unit who reports for a day's work but by reason of inclement weather is unable to shall be paid a minimum of four (4) hours pay. In the event that an employee is able to work beyond the four-hour minimum they shall be paid for all hours in excess. Employees shall remain ready to perform work during the period they are being paid.

5.3 The Employer will educate Union members on and will post in all work sites, established procedures concerning inclement weather to be followed by Employees.

5.4 An Employee's request to leave work early due to inclement weather shall not unreasonably be denied. It is understood that this shall not be paid time, the employee may however elect to take the time from their Lieu Bank or Vacation Bank.

ARTICLE 6 - OVERTIME COMPENSATION

6.1 Compensation at the rate of time and one-half (1 ½) of the standard rate per hour as set forth in Schedule "A" of this contract shall be paid for all work performed in excess of eight (8) hours per day or in excess of the standard hours per week as outlined in Article 4 provided that both daily and weekly overtime shall not be paid for the same hours, except that overtime compensation shall not apply to such hours of work in excess of

eight (8) hours per day necessitated by shift changes, and providing that Employees working on a shift schedule are off duty for a period of not less than eight (8) hours between shifts.

Compensation at two (2) times the standard hourly rate of pay as set forth in Schedule "A" of this Agreement shall be paid for work performed in excess of twelve (12) continuous hours worked Monday through Saturday. Unpaid meal periods shall not be considered as part of "continuous hours worked". Continuous hours worked shall not be considered broken by:

- a) Unpaid meal periods, or
- b) Time taken for sustenance under Article 6.8 of this Agreement.

6.2 Compensation at two (2) times the standard rate per hour as set forth in Schedule "A" of this Agreement, shall be paid for all overtime performed on the day which is deemed to be Sunday in accordance with article 6.7.

6.3 An Employee

- a) Who is sent home at any time or times during the week because of lack of work or inclement weather, or
- b) Who is absent at any time or times during the week because of illness or accident, or
- c) Who is absent from their regular duties, on approved leave of absence, while attending to Union business either within or without the Collective Agreement

is and shall be treated for the purpose of calculating overtime in respect of the normal work week as if they had worked their standard hours of work on such day or days and is to be and shall be paid for all hours of work performed in excess of the normal work week at the overtime rates specified in this Article 6.

6.4 No Employee will be required to work overtime against their wishes when other Employees qualified for such work are willing and readily available to perform this required work.

6.5 1) Overtime would be allocated by area within the department as defined as follows:

- | | |
|-------------------------------|------------------------------|
| a) Hendrie Park | Horticulture |
| b) Rock Garden and High Level | Horticulture |
| c) Laking Garden | Horticulture |
| d) Arboretum | Horticulture |
| e) Propagation/Nursery | Horticulture |
| f) RBG Centre | Horticulture |
| g) Westdale Teaching Garden * | Horticulture |
| h) Med House | Horticulture |
| i) Pest Management | Horticulture |
| j) Natural Lands | Natural Lands |
| k) Mechanical & Technical | Physical Assets and Security |
| l) Equipment Operation | Physical Assets and Security |
| m) Custodian | Physical Assets and Security |

* If re-introduced.

Any proposed changes to Article 6.5 (1) must be approved by the parties prior to implementation.

- 2) The following procedure will be followed to obtain the appropriate Employees to perform unscheduled and call-out overtime in each of the areas noted in article 6.5(1).
- a) In all reporting locations, the overtime work shall be offered in seniority order to the appropriately classified employees in the reporting location. Employees who are scheduled to work temporarily in a location will be eligible in that location from the beginning of the first scheduled day to the conclusion of the last scheduled day. Employees scheduled to work in a location on a Friday and subsequent Monday shall be eligible for overtime on the Saturday and Sunday in that location.
 - b) In the event that there is an insufficient number of Employees obtained through the application of the above, the work shall be offered in seniority order to the appropriately qualified Employees in the reporting location.
 - c) In the event that no Employee accepts the overtime as provided in (a) or (b) above, the supervisor may assign the most junior qualified Employee in the location to work the overtime.
 - d) In the event that there is an insufficient number of Employees obtained through the application of the above, work shall be offered in seniority order to all other appropriately classified Employees in all of the other locations noted in 6.5 (1).
 - e) In the event that no Employee accepts the overtime as provided in (d) above, the supervisor may assign the most junior qualified Employee from all of the other locations to work the overtime.

- 3) It is understood that the above provisions will not apply to such overtime work which may be required as a result of:
- a) an extreme act of nature including fire, lightning and storms;
 - b) loss of power, heat, or air conditioning;
 - c) the unavailability of senior Employees thus requiring the immediate assignment of work to a junior Employee from the area or other areas;
 - d) Government certification requirements;
 - e) unexpected overtime requirements for up to two hours beyond the end of a regular shift in order to complete work that was begun during the shift and such work cannot be delayed;

The parties recognize that due to the nature of events scheduling at the RBG Facilities it may be necessary for Physical Assets and Security staff to work extended hours to do clean up or set up in preparation for another event.

Notwithstanding these events are scheduled in advance, the resulting overtime shall be treated as continuation of the workday. For the purposes of entitlement and compensation the Employer will endeavour to schedule staff so that this type of overtime will be limited to two hours or less per shift;

- f) conditions beyond the control of the Employer.
- 4) An Employee who is absent from work on vacation, sickness, or injury will not be entitled to consideration under the provisions of this Article.
- 5) Where RBG can anticipate overtime requirements, they may schedule Employees to work the overtime as provided above and shall post a notice, at least two days prior to the overtime being required, indicating the Employee who is scheduled to work the overtime. The posting of this notice effectively would preclude any other Employee claiming the overtime or pay in lieu if such Employee did not immediately bring it to the attention of their Supervisor.
- 6) An Employee who works overtime may, at their option, convert the overtime payment, to which they are entitled, to paid time off work on the basis of 1 ½ or 2 hours, as the case may be, for each overtime hour worked. An Employee is entitled to accumulate up to 44 hours of time off at any one time. The time off can only be taken with the agreement of the Employee's Supervisor and with a minimum of five working days' advance notice by the Employee. Accumulated time off must be taken in the calendar year in which it is accumulated, and any accumulated time off not used in the calendar year will be paid at the rate of the Employee's standard hourly rate of pay as soon as possible following the end of the calendar year.

For purposes of this article, premium pay for working on a statutory holiday will be included within the definition of overtime.

- 7) In the event that a senior qualified Employee is not offered the overtime as provided in (2) above, and they claim that they would have worked such overtime had it been offered, then such Employee will be entitled to be paid for the overtime hours not worked.

6.6 Where a Statutory or Proclaimed Holiday occurs on or is celebrated on any working day, an Employee who does not work their regular shift on such day is to be and shall be deemed to have worked their regular shift on any such day for the purpose only of computing their normal work week under the circumstances described in Section 3 of this Article 6.

6.7 Due to the nature of operations, an Employee whose scheduled days off occur during the week shall have the first day off designated as Saturday and the second designated as Sunday. The Employee shall be paid in accordance with Articles 6.1 and 6.2. The Employee shall be paid double time on the second day off even if not called into work on the first scheduled day off.

6.8 An Employee required to work overtime, following the completion of regular hours of work, which continues in excess of two (2) hours, shall be eligible for a lunch break at a time mutually agreed between Employee and immediate supervisor. In the event overtime continues, such an Employee shall become eligible for further lunch breaks at intervals of four (4) consecutive hours following the completion of the previous lunch break, provided that overtime is to continue. Regardless of the time of the initial lunch break, for the purpose of this clause, it shall be deemed to have been taken after the completion of two hours of such overtime worked. An Employee shall be entitled to sustenance up to \$12.00 for each meal break that they are entitled to under the provision of the foregoing.

6.9 Call-Out Time

- 1) A Call-out is defined as any situation requiring an Employee to be called from their place of residence by an authorized official of the Employer to do necessary work for the Employer and then return to place of residence outside regular working hours.
- 2) Call-out shall be paid at overtime rates of time and one-half (1 ½) for all such call-out for the period Monday through to and including Saturday. Call-out time on Sunday shall be at the rate of double time (2x). An Employee called out shall be guaranteed a minimum of four (4) hours of work in addition to ½ hour travel time paid at the overtime rate.
- 3) Where work projects have been scheduled to be done after regular working hours Employees notified to report for such work shall be entitled to the conditions as set out in 6.9 above.

ARTICLE 7 - SHIFT AND WEEKEND PREMIUM

- 7.1 It is understood that the work schedule covers a continuing seven-day operation based on the Employer's requirements to maintain a seven (7) days a week, year round business.
- a) There shall be a shift designated as Day Shift which shall be of eight (8) hours duration, which is not subject to a shift premium. For clarity a Day Shift shall be a shift that begins between 6:00 a.m. and 8:00 a.m. for a duration of eight- and one-half (8 ½) hours.
 - b) Employees working the Afternoon Shift shall receive a shift premium of twenty-five cents (\$0.25) per hour. For clarity, an Afternoon Shift shall be a shift that begins between 1:00 p.m. and 3:00 p.m. for a duration of eight- and one-half (8 ½) hours.
 - c) If Employees are required to work between the hours of 11:31 p.m. and 7:00 a.m., they will receive \$1.00 per hour premium.
 - d) Employees involved in a seven (7) day operating schedule shall receive a weekend premium of twenty-five cents (\$0.25) per hour.

ARTICLE 8 - STAND-BY DUTY

- 8.1 Duty commences at the regular quitting time of one (1) working day and terminates at the regular starting time of the following day.
- 8.2 Stand-by Duty on weekends commences at the quitting time on the last regular working day prior to a weekend and terminates at 7:00 a.m. or 8:00 a.m. of the next regular working day.
- 8.3 An Employee who is scheduled for Stand-by Duty shall be entitled to receive three (3) hours of pay at standard hourly rate for each weekday so scheduled and shall be entitled to six (6) hours of pay at standard hourly rate for each Saturday, Sunday and Statutory or Proclaimed Holidays.
- 8.4 Stand-by Duty shall be equally divided among the qualified Employees of each Department.
- 8.5 Without restricting the meaning of this Article, Stand-by Duty shall be scheduled and assigned as follows:
- a) No Employees shall be required to perform Stand-by Duty unless furnished with prior written instructions by their immediate Supervisor and the said instructions are initialled by the said Employee.

ARTICLE 9 - ANNUAL VACATION

9.1 An Employee shall be granted, except as otherwise expressly provided herein, an annual vacation with pay according to credited service as follows:

SERVICE	VACATION CREDIT
1 year of service	Two (2) weeks vacation
3 years of service	Three (3) weeks vacation
7 years of service	Four (4) weeks vacation
11 years of service	Four (4) weeks + 3 days
15 years of service	Five (5) weeks vacation
20 years or more of service	Six (6) weeks vacation

9.2 An Employee's vacation period and pay shall be based on standard work week and standard rate of pay but shall not include any shift premium, overtime, or other increments.

9.3 A week's pay for hourly paid Employees shall be the basic hours worked per week multiplied by the Employee's standard rate per hour paid on a weekly basis, but shall not include any shift premium, overtime rates or other increments.

9.4 The vacation period shall commence from and including January 1st and continue to and including December 31st of the same year. All Employees are expected and encouraged to take their vacation during the current year. However, it is understood that special circumstances may develop which would make it desirable for an Employee to carry over up to one (1) year's vacation entitlement to the immediately following year. Requests to carry over vacation must be submitted in writing not later than October 1st in any year and will be subject to the approval of the relevant Department Director.

9.5 When a Statutory Holiday falls on a day of the scheduled vacation, an Employee shall be entitled to an additional day of vacation. The additional day or days to be granted at a time which shall not interfere with the efficient operation of the Employer's business or disrupt the vacation period as scheduled for other Employees.

- 9.6
- a) On or before the 1st day of September in each year, the Employer shall circulate lists so that each Employee may elect vacation dates. When preparing the annual vacation schedule, the Employer shall, subject to its right to maintain operational requirements, allot vacation requests based on seniority provided employees give notice of such choice not later than the 1st day of October. The vacation schedule shall be completed on or before the 1st day of November in each year and, when completed, copies shall be posted on the bulletin boards in the departments concerned.
 - b) For clarity it is understood that at least one employee from each division shall be allowed to book vacation time by seniority at anytime throughout the year provided requests have been submitted as per article 9.6 (a) subject to operational requirements.

9.7 Where an Employee who qualifies for sick leave is on vacation and is,

- a) hospitalized, or
- b) convalescing following hospitalization, or
- c) at home under the care/direction of treating physician.

there shall be no deduction from vacation credits for such absence, provided the Employee provides medical documentation confirming their entitlement. The period of vacation so displaced shall either be added to the vacation period or reinstated at a later date at the Employee's option.

9.8 Where an Employee is on vacation and is entitled to bereavement pay under the terms of Article 14.2, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated at a later date at the Employee's option.

9.9 All vacations granted in any year shall be determined on the basis of aggregate credited service of the Employee and such service is to include any period or periods of absence due to sickness (certified by a medical practitioner), accident while on duty, or leave of absence for Union business, Pregnancy Leave, Parental Leave, or any other ESA protected leave. All other periods of absence other than those noted above will reduce the Employee's aggregate credited service for the purpose of granting vacations.

9.10 It is further agreed that if an employee submits requests for time off, i.e., Vacation, Lieu time and so on, outside of timelines established in Collective Agreement, requests for time off shall be considered in the order they are received.

ARTICLE 10 - VACATION PAY ON SEPARATION FROM SERVICE

10.1 Vacation qualification and vacation pay to be aligned consistent with the terms of Article 9.

Vacation Qualification	Vacation Pay
10 weeks	20.0%
9 weeks	18.0%
8 weeks	16.0%
7 weeks	14.0%
6 weeks	12.0%
5 weeks	10.0%
4 weeks	8.0%
3 weeks	6.0%
2 weeks	4.0%

Vacation entitlements as set out in Column 2 under the heading "Vacation Pay", shall be the relevant percentage of earnings for the period between the Employee's last

anniversary date (immediately preceding the date the Employee separates) and the date the Employee separates from employment with the Royal Botanical Gardens.

- 10.2** Vacation pay shall be based upon the foregoing applicable percentage of the Employee's actual earnings.
- 10.3** Employees with less than 1 year of service shall receive 4% vacation pay on all hours worked.
- 10.4** Should death occur to an Employee; any unpaid vacation will be paid to the estate of the deceased Employee.
- 10.5** Vacation entitlement in the retiring year may be converted to days and be taken prior to date of retirement at the option of the Employee.

ARTICLE 11 - STATUTORY HOLIDAYS

- 11.1** The Parties agree to the following Statutory Holidays with pay:
 - a) New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, Family Day and such other holidays as may be proclaimed or declared by law are recognized by the Employer. Payment for Statutory or Proclaimed Holidays shall be at the Employee's standard basic daily rate of pay.
 - b) Each Employee shall be entitled to one day each year, with pay, to be known as a Floating Holiday. This day to be taken at a time mutually agreeable to the Employee and the Department Director. This Holiday may not be carried from one year to the next.
 - c) Employees shall be entitled to a half (1/2) day paid holiday on the working day immediately before Christmas Day or the working day immediately before New Year's Day, but not both. The foregoing half (1/2) day holiday to be arranged and scheduled one (1) month before Christmas Day, with seniority being the governing factor but always providing that the facilities are adequately staffed on all shifts.
 - d) Employees starting on or before October 15 of any year shall be entitled to such floating holiday described above.
- 11.2** Employees required to perform work on a seven (7) day a week shift basis shall be entitled to an additional day's pay should any designated statutory or proclaimed holiday fall on a scheduled day off.
- 11.3** Employees required to perform work on any of these statutory or proclaimed holidays shall, in addition to the remuneration as outlined in Article 11.1 be paid at two (2) times the standard rate for their classification for any hours worked with a guaranteed minimum of four (4) hours pay.

- 11.4** An Employee shall not be paid for any Statutory Holiday if they:
- a) do not work on such holiday without good cause when scheduled to do so, or
 - b) have been absent without good cause on the scheduled working day immediately preceding or succeeding such holiday, or
 - c) the Employer shall determine whether there has been good cause for absences under subsections (a) or (b), subject to the limitation that Holiday pay shall not be unjustly withheld.
- 11.5** Notwithstanding the provisions of this section where any Statutory or proclaimed holiday described in section 1 of this Article falls on a Saturday or Sunday and are not proclaimed as being observed on another day, the immediately preceding Friday or immediately following Monday at the discretion of Management, are to be deemed a holiday for all purposes of this Agreement. The lieu day as described above shall be the only day on which premium pay as described in this Article shall be paid.
- 11.6** The following process will be followed in scheduling an Employee to work on a statutory holiday:
- a) Scheduling would be allocated by area within the department as defined as follows:

a) Hendrie Park	Horticulture
b) Rock Garden and High Level	Horticulture
c) Laking Garden	Horticulture
d) Arboretum	Horticulture
e) Propagation/Nursery	Horticulture
f) RBG Centre	Horticulture
g) Westdale Teaching Garden *	Horticulture
h) Med House	Horticulture
i) Pest Management	Horticulture
j) Natural Lands	Natural Lands
k) Mechanical & Technical	Physical Assets and Security
l) Equipment and Operations	Physical Assets and Security
m) Custodian	Physical Assets and Security

*If reintroduced

Any proposed changes to Article 11.6 (a) must be approved by the parties prior to implementation.

- b) Scheduling in each of the above-mentioned areas will be filled by canvassing Employees in order of seniority as follows:
 - i) Employees normally working in the areas who are permanently assigned to the classification which is required to work on the holiday.

- ii) All other qualified Employees normally working in the area.

It is understood that, where such an Employee agrees to work, and where such Employee's classification provides a higher rate of pay than the classification required, such Employee will be paid at the rate of the originally required classification.

- iii) In the event that no Employee agrees to work on the holiday as provided in (i) and (ii), the Supervisor may assign the most junior qualified Employee in the area to work on the holiday.
- iv) In the event that there are not sufficient Employees in an area to fill the required holiday work, a supervisor will canvass other senior qualified Employees, if any, in other areas, within the department.
- v) In the event that after the requirements of (i), (ii), (iii) and (iv) have been applied and there still are not sufficient Employees to fill the required holiday work, a supervisor will canvass senior qualified Employees, if any, in the remaining areas and departments.

Note: For the purpose of such scheduling, a mutually agreed upon list indicating the normal working locations will be prepared by the end of March each year and for winter operations. The list will be updated as the need arises.

- c) Where RBG can anticipate the need for work on a holiday, they may schedule Employees to work as provided above and will post a notice, at least two days prior to the holiday, indicating the Employee who is scheduled to work on the holiday. The posting of this notice effectively would preclude any other Employee claiming the right to work on the holiday if such Employee did not immediately bring it to the attention of their Supervisor.
- d) In the event that a senior qualified Employee is not scheduled to work on the holiday as provided in (b) above, and they claim that they would have worked on the holiday had that opportunity been offered, then the Employee will be entitled to be paid as outlined in Article 11.3.
- e) An Employee who is absent from work on vacation, sickness, or injury will not be entitled to consideration under the provisions of this Article.

ARTICLE 12 - SICK LEAVE, PENSION AND GROUP MEDICAL AND HOSPITALIZATION PLANS

12.1 The benefits provided hereunder shall continue for the life of this Agreement:

- a) Employees are entitled to provisions of the Short-Term Income Protection Plan as attached hereto.

b) Employer shall introduce and pay the full cost of the premiums of a Long-Term Disability Plan which shall be subject to tender and implementation in accordance with the terms of the Long-Term Plan attached hereto.

12.2 The Employer shall pay the full cost of the premiums of a Group Life Insurance plan for all Employees who have completed their probationary period. Benefits under the plan shall equal two (2) times the annual basic wage rate of the Employee to the nearest one thousand dollars. All Employees will receive a copy of the plan.

12.3 The Employer will provide Accidental Death and Dismemberment insurance for Employees actively at work at the benefit rate of twice annual earnings.

12.4 The Employer shall pay the full cost of the premium for dental care, for all Employees on completion of their probationary period, under the terms of the ODA fee guide in place one (1) year prior to the current calendar year.

The dental plan provides for 100% reimbursement for dental coverage equivalent to the Blue Cross Plan #9, which includes basic preventative services and including endodontics and periodontics.

The Dental Plan shall also include coverage for removable prosthodontics, fixed prosthodontics, and major restorative on the basis of a 50% co-insurance with a maximum amount payable of one thousand dollars (\$1,000.00) per calendar year.

Dental recall (6 months under the age of twelve and every nine months for those 12 years and older)

The Dental Plan shall also include coverage for Orthodontics for dependent children (to the age of 18) on the basis of 50% co-insurance with a lifetime maximum payment of one thousand five hundred dollars (\$1,500) per dependent child.

12.5 The Employer shall pay the full cost of the premium for extended health benefits, for all Employees on completion of their probationary period. Eligible expenses, in excess of the deductible, are reimbursed at 100%.

Eligible expenses include charges for Drugs (Formulary Two). Any benefits provided that are not listed below may be available through the benefits provider, employees should review the benefits book for availability.

Hearing Aids	\$500 every 3 years
Osteopath	\$500 per year
Naturopath Services (Homeopathic & Naturopathic)	\$200 per year

Psychologist/Social Worker/Counsellor/Therapist (provided they have the approved credentials/licensing as per their governing body)	\$75 per visit up to \$500/year
Chiropractor	\$250 per year
Massage Therapy	\$50 per session, 12 sessions per year
Private Nursing (Home Nursing Care)	\$15,000 per year
Physiotherapy	Unlimited
Diagnostic Services	\$1,000 combined per year
Prosthetic Appliances	See Benefits book.
Durable Medical Equipment	See Benefits book.
Medical Services and Supplies	See Benefits book.
Ambulance	\$1000 per year

A prescription Drug Card will be provided for all Employees, subject to a mandatory generic substitution program. There shall be a ten (\$10.00) dollar dispensing fee cap. For further description and limitations on maximum allowable amounts, reference should be made to the benefit booklet prepared by the carrier.

Where benefits state per year it shall mean a calendar year.

- 12.6** a) The Employer reserves the right to change the carrier of such benefit plans whenever it desires, providing that any change of benefits is acceptable to both parties of this agreement.
- b) In the event that the employer changes carriers, the employer shall convene a meeting a minimum of three months prior the change in carriers. The Union shall be represented by the Unit Vice President, President (or designate) and National Representative. The employer shall provide a copy of the complete plan text (if available) and benefit booklet that will be given to employees a minimum of two weeks prior to the scheduled meeting.
- 12.7** The Employer agrees to pay full coverage for all Employee benefit plans for those Employees laid off for a period of up to six (6) months. Employee benefit plans shall mean the Liberty Health (or carrier equivalent) Dental and Drug Plans, the Group Life Insurance Plan.
- 12.8** The following benefits will be provided to any Employee retiring under the OMERS 90 Factor, or any Employee between the ages of 50 and 65 who retires on an early OMERS, LTD or Workplace Safety and Insurance disability pension if they have a minimum of ten (10) years continuous employment with the Employer at the time of retirement:

Extended Medical Plan

Vision Care Plan

Dental Plan

Life Insurance at two (2) times the annual salary of the Employee at time of retirement rounded to the nearest one thousand dollars.

The following conditions apply:

- a) The above benefit coverage terminates on the last day of the month in which the Employee attains age 65, or in which their death occurs.
- b) The above benefit coverage will only be available to retirees if benefit coverage is not available through other means (i.e. other employment or spousal coverage).

12.9 Certificates covering any illness or injury will not be accepted by the relevant Department Director later than two (2) weeks following such illness or injury unless there are extenuating circumstances made known to the Department by the third day of illness or injury.

12.10 When an Employee is injured on the job, any time lost due to the Employee filing a claim with the WSIB, such loss of wages will be paid by the Employer. Such payment is not to be taken from the Employee's sick bank credits.

12.11 Upon completion of the probationary period an Employee shall be entitled to a Vision Care Plan to cover the Employee and dependents for \$400.00 every twenty-four (24) consecutive months. The Vision Care Plan provides coverage for glasses, contact lenses and laser eye surgery.

The Employee will also have \$275.00 every twenty-four (24) consecutive months for prescription safety glasses on a reimbursement basis with receipt.

12.12 In the event that the Employer Health Tax, payable by the Employer, is abolished by the Ontario Government, the Employer will pay 100% of any new premium established to replace the Employer Health Tax.

12.13 All Employees in receipt of back supports shall be eligible to receive replacement on a one for one basis.

12.14 a) If an Employee has access to a spousal benefit plan, the Employee shall submit claims to both plans to receive full reimbursement of expenses. The amount payable shall be pro-rated so that full reimbursement shall be equal to and not exceed 100% of allowable expenses. The claims for dependant(s) shall be submitted to the Employee's plan if the dependant(s)'s birth date is earlier in the calendar year than the spouse's birth date. The claims of an Employee's spouse shall first be submitted to the spouse's benefit plan.

- b) Any benefit or portion of benefit for a spouse or dependant(s) that is not eligible for payment under the spouse's benefit shall then be eligible for consideration under the Employee's benefit plan.
- c) An Employee eligible for benefits under a spousal benefit plan shall report that information to the Employer.

12.15 Subject to future amendments to the Ontario Human Rights Code, the following provisions regarding benefits will apply to employees who work after having attained the age of 65:

- a) All employees who would otherwise qualify for full benefits will receive:
 - i) In respect of any regular OMERS contributions that the employee is permitted or required to make and does make, the employer's corresponding contribution shall be made;
 - ii) Prescription drug benefits for drugs other than those ordinarily covered by the Ontario Drug Benefit Plan or any successor thereto:
 - iii) Extended Health Benefits (other than prescription drugs), Dental benefits and Short-Term Income Protection Plan benefits; and
 - iv) A non-taxable death benefit in the amount of \$10,000, payable to the employee's estate or designate in the event of the employee dies prior to termination or retirement
- b) All full-time employees who would otherwise qualify for full benefits will not receive:
 - i) Other than the above-mentioned Short-Term Income Protection Plan and death benefits, any form of life, dismemberment or disability insurance that would otherwise be provided or made available including without limitation, Long Term Disability, Basic Life Insurance, Optional Life Insurance, Dependant's Life Insurance and Accidental Death and Dismemberment benefits and;
 - ii) Prescription drugs benefits for drugs ordinarily covered by the Ontario Drug Benefit Plan or any successor thereto
- c) The employer shall assist an employee, prior to retirement access continued individual life insurance.
- d) It is understood that employees shall continue to be able to access the Employee Assistance Program for a time period not to exceed two years upon retirement.

12.16 Upon retirement, all employees of the Royal Botanical Gardens shall be entitled to receive a Staff Pass annually, upon request, and at no charge to the retired employee.

12.17 The Parties agree that part-time Employees shall receive vacation pay in lieu of paid vacation time. Part-time vacation pay entitlement shall be generated on the basis of accumulated aggregate service with the Employer as defined under Article 9.1. Earned part-time vacation pay shall be issued as a percentage of earnings at each pay period and shall be issued at the percentage entitlement described under Article 10.1.

The Parties agree that part-time Employees are not entitled to the Income Protection Plan.

The Parties agree that, unless otherwise specifically defined by this Collective Agreement, part-time employees are entitled to all insured benefits afforded full-time Employees.

The Employer agrees to provide the Union on a quarterly basis and in conjunction with Labour Management meetings with an itemized accounting of part-time Employees and individual hours worked during each pay period.

ARTICLE 13 - EMPLOYEES & SENIORITY RATING

13.1 The following categories (not classifications) of Employees shall be, from time to time, applicable to this Collective Agreement.

- i) Regular full-time Employees shall normally be employed for a full forty (40) hour workweek on a year-round basis. Upon attaining seniority, such Employees shall be subject to all the terms and working conditions set out in the Collective Agreement.
- ii) Regular part-time Employees shall normally be employed for up to and including twenty-four (24) hours per week on a regularly scheduled year-round basis. Such Employees may periodically be scheduled up to forty (40) hours per week to provide temporary vacation or leave relief for absent regular full-time Employees but during such time shall still be considered regular part-time Employees. Upon attaining seniority, such Employees shall be covered by such terms and working conditions set out in the Collective Agreement which are specified as applicable to regular part-time Employees.
- iii) Student shall be persons enrolled in a secondary or post-secondary school programme who are working during the school summer vacation period but not earlier than April 15 and not later than September 15 in any year. All Student employment shall be severed not later than September 15 each year.
- iv) Employees with less than ninety (90) working days of service will be considered probationary Employees without seniority and without entitlement to continuing employment. This probationary period may be extended by mutual agreement of the parties that will not be unreasonably withheld. Said extensions will be for no more than thirty (30) additional working days.

Probationary Employees will be entitled to all other rights accruing to Employees under this Agreement provided such rights have not been excluded under the terms of other provisions in this Agreement. Such Employees may utilize the grievance procedure for differences other than termination under the provisions of Section 13.7. An Employee laid off prior to completion of the probationary period, when called back, shall continue the probationary period from where it was interrupted.

- v) Casual Employees shall not be employed beyond 60 days. A casual Employee who works beyond the 60 days shall be considered to be a full-time employee and shall be credited back with seniority to the last hiring date. For clarity, it is understood that Casual Employees shall be subject to the 90-day probation period as outlined in Article 13.1(iv) and 13.2, and all days work shall be counted towards the completion of the probationary period. Upon completing probation, the employee shall be credited back with seniority to the last hiring date.
- vi) The Employer recognizes that Employees:
 - a) who are hired on a temporary basis or in an emergency situation, or
 - b) who are Students and who are hired for one school vacation period, or
 - c) who are hired on "make work" schemes initiated by either the Federal or Provincial Governments,

shall not be classed as "regular Employees" and shall not attain seniority. However, the regular Employees who are transferred to a "make work" scheme shall retain all rights and benefits under the said Collective Agreement.

13.2 On completion of the ninety (90) day probationary period:

- a) An Employee shall be classed as "a regular Employee" with seniority determined as follows:
 - i) Seniority for the purpose of this Agreement shall be defined as the length of service from the date on which the Employee last entered into the scope of the Royal Botanical Gardens unit of CUPE Local 5167.
 - ii) Total service with the Employer shall be the governing factor for seniority for those Employees in the Bargaining Unit prior to January 16, 1980, and for those Employees added to the Bargaining Unit in 1989.
 - iii) The intent of the foregoing is to apply for purposes of layoffs, recall, and promotions.
- b) The regular Employee shall be entitled to progress from the hiring rate to the permanent rates established for the job.

- c) The Employer agrees to stagger the starting times of new Employees. In order to resolve the situation of a number of Employees with the same seniority date, there will be a lottery supervised by the Executive Administrator of the Local Union and the Employer.

In the event that two or more employees start on the same day in either a Full-time classification or a Part-time or a Temporary classification a lottery supervised by the Executive Administrator of the Local Union and the Employer shall occur.

- 13.3** No Student shall work overtime until members of the Bargaining Unit who are available have been given the opportunity to work such overtime.
- 13.4** The Employer agrees to compile and post yearly and make available at the Human Resources Department in the month of January, a list of the names of all Employees, showing the seniority standing of each Employee. The Employer shall send an electronic copy to the Executive Administrator of the Local.
- 13.5** Protests regarding seniority standing must be submitted by the Union in writing to the Director within thirty (30) calendar days from the date seniority lists are posted. When proof of error is presented by an Employee or their representative, such error shall be corrected and when so corrected the agreed upon seniority date shall be final. No change shall be made in the existing seniority status of any Employee unless concurred by the Union.
- 13.6** An Employee's seniority rating and credited service shall be broken by reason of:
 - a) dismissal for just cause, or
 - b) voluntary resignation, or
 - c) failure to report for work within a period of two (2) days of recall and further five (5) days after sending of certified letter of notice to return to work, or
 - d) absence without leave, or
 - e) a layoff extending continuously for a period of one (1) year.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.1** Employees requesting time off for the purpose of attending Labour Conventions or other Union business not connected with this Agreement shall be granted such time off without pay subject to the following conditions:
 - a) Number of Employees not to exceed five (5) or fifteen percent (15%) of the Unionized workforce, whichever is less, in each period of leave, and
 - b) Maximum days not to exceed forty (40) in any calendar year for the entire bargaining unit.

These forty (40) days do not include leave for the Unit Vice-President or for any member that is filling a full time Union position with CUPE Local 5167.

The Union agrees to assume responsibility for any overtime costs incurred by the Employer as a result of replacing these positions. The employer shall advise the Union in writing when there will be overtime costs incurred by the Employer. The Union shall confirm in writing if they will assume the cost, before the Union leave is taken.

The employer agrees to continue to pay the Employees regular salary during the period of leave. The Union agrees to reimburse the employer 100% of the above noted wages relating to Union requested leave. The employer shall invoice the CUPE Local 5167 quarterly.

- c) the number of Employees on leave from any one department shall not exceed one (1) employee. This shall not preclude the Union from requesting more than one (1) employee to be granted time off from one department, and such requests shall not be unreasonably denied provided that it is operationally feasible, and
- d)
 - i) the Union shall notify Human Resources in writing of the names of Employees to be granted time off under the conditions as outlined in this Article, not less than three (3) working days before such leave is to be taken.
 - (ii) Should an emergency situation arise, the President, or their designate, shall as soon as is practicable to do so request the leave of absence for the employee. The Employer will authorize such leave, such requests shall not be unreasonably denied provided that it is operationally feasible.

14.2 An Employee shall be granted five (5) regularly scheduled consecutive workdays bereavement leave, without loss of pay or benefits, on the death of a spouse, common-law spouse, same sex partner, a parent, stepparent, adopted or foster parent of the employee or the employee's spouse, a child, stepchild, or foster child of the employee or the employee's spouse, or in the event of a miscarriage.

An Employee shall be granted three (3) regularly scheduled consecutive workdays bereavement leave, without loss of pay or benefits, on the death of a grandparent, step grandparent, grandchild, or step grandchild of the employee or of the employee's spouse, the spouse of a child, the employee's sibling or sibling-in-law, or the employee's parent-in-law, child-in-law. .

An Employee shall be granted one (1) regularly scheduled consecutive workdays bereavement leave, without loss of pay or benefits, on the death of an aunt, uncle, niece or nephew.

Such bereavement leave shall be taken at the time of that bereavement or at the celebration of life service/funeral. Proof of bereavement may be required by the Manager of Human Resources or designate. The definition of immediate family shall be deemed to apply equally to Employees engaged in a common-law relationship that are deemed to be spouses pursuant to the *Family Law Reform Act*, as amended.

Where the burial occurs outside the province, reasonable travelling time up to five (5) working days without pay may be granted at the discretion of the Manager of Human Resources or designate.

One Employee designated by the President of Local 5167 (or their alternate) shall be granted one (1) working day off with pay for the purpose of attending the funeral of a member of Royal Botanical Gardens, Local 5167 or a retired employee of Royal Botanical Gardens, Local 5167.

Grievance Committee

- 14.3** Members of the Grievance Committee shall be granted leave of absence with pay for attendance at all meetings with officials of the Employer necessary to and incidental to the processing of grievance within the meaning of this Agreement and including, but without limiting the generality of this section, any meetings or hearings with any Committee or Board of the Employer, Board of Arbitration, Single Arbitrator or Grievance Mediation hearing necessary to or incidental to the processing of and/or final determination of any such grievance within the meaning of this Agreement.
- 14.4** The Grievance Committee shall be composed of four (4) members, one of which shall be the Unit Vice President. All members of the Grievance Committee shall be Employees of the Employer.

Negotiation Committee

- 14.5** Members of the Negotiating Committee who are Employees of the Employer shall be granted leave of absence with pay for attendance at all meetings with Officials of the Employer including with any Committee, Board or other duly constituted statutory authority arranged or called for the purpose of:
- a) negotiating or determining any matter arising during the terms of this Agreement, or
 - b) bargaining with the view towards
 - i) an extension of or a renewal of, with or without modification, this Agreement, or
 - ii) the making of a new Agreement.

14.6 Amendments to the Collective Agreement

It is further agreed that in the event it is deemed necessary by the parties to amend any term or condition in this collective agreement the parties shall negotiate a Letter of Understanding. The letter of understanding shall be ratified by the Union prior to it coming into effect.

The signatories to the Letter of Understanding for the Union shall be the President (or designate), the Unit Vice-President and the CUPE National Representative. The signatories for the Employer shall be determined by the Employer.

14.7 The Union agrees

- a) to furnish the Employer with a list of its Negotiating Committee Members, the said Committee is to be comprised of the Unit Vice President plus not more than three (3) members at large who will be Employees of the Employer.
- b) The Union may designate to the Negotiating Committee up to two Local 5167 Executive Board Members and the National Representative and any additional resource as may be required. If Employees of the Employer, they shall be granted leave of absence with pay.
- c) to notify the Employer in writing of any changes in such Committee Members.

14.8 **Jury Duty**

An Employee who is required to serve as a juror, or as a witness in any court, shall be paid their regular rate of pay for their normally scheduled working hours for any day or part of a day of absence because of such service. Jury duty pay and conduct pay less reasonable expenses incurred by the Employee as a result of serving as a juror, shall be paid to the Treasurer of the Employer on receipt thereof by such Employee.

14.9 **Leave to Run for Political Office**

The Employer will grant an unpaid leave of absence to an Employee who is a candidate in a federal, provincial, or municipal election.

14.10 **Full-time Union Position**

- a) The Employer will grant an unpaid leave of absence without loss of seniority to an Employee selected for a position with the Local Union or elected to public office for their term of office.
- b) Should the Local Union position be part-time in nature, the schedule of the leave of absence shall be consistent from week to week or subject to Employer approval.
- c) In the event that an Employee is granted an unpaid leave as per Article 14.10 (a) and (b) above, the position that the Employee held shall be posted in accordance with Article 15.

It is further understood that upon the Employee's return to the bargaining unit, they shall be placed into their pre-leave position. It is understood that in the event the employee's pre-leave position is not available the Employee shall have the right to bump as per Article 15 and shall enjoy all rights and privileges under the Collective Agreement.

14.11 While on such leave of absence as set out in 14.10, the Employee may make the full contribution to continue their medical, hospital, pension, or other benefits under the Agreement. However, there shall be no obligation by the Employer to make

contributions to any of the foregoing premiums on the Employee's behalf. The Employee's Sick Leave Bank shall remain intact, but they shall not accumulate further credits during the leave of absence.

14.12 Compassionate Care Leave

RBG shall provide full-time employees with paid compassionate leave of up to three (3) days in the event of a serious accident or illness of an immediate relative as follows: spouse, child/stepchild (includes foster or adoptive), parent (includes foster or adoptive).

This leave is subject to management approval and must be requested in writing.

14.13 Protected Leaves

- a) Family Responsibility Leave, Family Caregiver Leave, Family Medical Leave, Critically Ill Childcare Leave, Crime-related Child Death or Disappearance Leave, Child Death Leave, Domestic or Sexual Violence leave, and any other leaves as may be prescribed by legislation, shall be granted as per the Employment Standards Act.
- b) Employees shall be given an opportunity to utilize lieu time or vacation credits, to extend their protected leave for the additional duration of time that may be required.

ARTICLE 15 - PROMOTION AND REDUCTION OF STAFF

15.1 Notice of vacancies shall be posted in a prominent place in all departments. Applicants will have seven (7) calendar days from the date of posting to apply for such vacancy. Date of posting shall be entered on the notice when it is posted. The notice shall include all necessary details relevant to the vacancy, it is agreed that "necessary details include" but are not limited to:

- a) Educational requirements
- b) Experience requirements
- c) Special qualifications required
- d) Wage rate
- e) Number of positions available.
- f) Bargaining Unit
- g) Employment status (i.e., full time, part time, etc.)

15.2 Vacancies in the bargaining unit shall be filled in accordance with the following:

- a) Both parties recognize:
 - i) the principle of promotion within the service of the Employer.
 - ii) that job opportunities should increase in proportion to length of service.

- iii) that skill and experience acquired on the job are factors to be considered when assessing the knowledge, efficiency, and ability of an applicant to do the work of the job.
- b) In promotions and demotions, the following factors should be considered:
 - i) seniority
 - ii) knowledge, efficiency, and ability to do the work of the job.
 - iii) physical ability to do the job

When considering the above factors, it is understood the senior applicant that meets the qualifications for the job shall be offered the position.

- c) The Union acknowledges that in matters of promotion the function of the Union in dealing with complaints or grievances arising out of such promotions will consist of satisfying itself that all relevant facts and circumstances relating to an Employee's qualifications as outlined in 15.2 (a) and (b) above, have been adequately and justly considered by the Employer and any grievance arising out of promotions shall be confined to these considerations.
- d) The provisions of this clause shall not apply to transfers which are defined as a lateral move within a job classification.
- e) Transfer requests are subject to the provisions of Article 15.12.

15.3 If an Employee is promoted or appointed to a position whether included in or excluded from the scope of this Agreement and within sixty (60) working days proves unsatisfactory in the new position, or if the Employee feels unable to perform the job function, the Employee shall be returned to their former position without loss of seniority or former wage rate. Any other Employee promoted or transferred because of the rearrangement of position shall also be returned to their former position without loss of seniority.

It is further agreed that once an employee has received confirmation of appointment to a position the Employee shall receive the rate of pay for that position.

15.4 No new Employee will be hired until those laid off (who have sufficient ability to perform the work required) have been given the opportunity of recall pursuant to Article 15.5.

15.5 In the event of a proposed layoff of a permanent or long-term nature of thirteen weeks or more (excepting those Employees laid off as a result of seasonal work), or the elimination of a position within the bargaining unit, the Employer will provide the Union with no less than 30 calendar days written notice of the proposed layoff or elimination of position. The parties shall convene a meeting with in two weeks of the receipt of the letter to determine the impact to the Bargaining Unit Members.

Where a proposed layoff results in the subsequent displacement of a member(s) of the bargaining unit, the original notice to the Union provided above shall be considered notice to the Union of any subsequent layoff.

Notwithstanding the above, the Executive Administrator of the Union shall receive notice of all layoffs and recalls.

Layoff and Recall

Both parties agree that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their bargaining unit wide seniority provided that those Employees who remain have the qualification, knowledge, and skill to perform the work remaining.

An Employee about to be laid off may:

- a) accept the layoff, or
- b) opt to retire under the terms of OMERS, or
- c) accept a vacant position within the bargaining unit, provided that they have the qualifications, knowledge and skill to perform the work remaining
- d) displace a junior Employee in the bargaining unit provided they have the qualifications, knowledge and skill to perform the work remaining
- e) It is further agreed that an employee who accepts a vacant position or displaces a junior employee as per c) and d) above shall have a reasonable familiarization period.

Layoff notices will be as required by the *Employment Standards Act, 2000*, as amended.

Employees will be recalled from layoff in order of seniority provided such Employees have the qualifications, knowledge, and skill to perform the work available.

Recall rights will continue for a period of twelve (12) months from the time of layoff.

The Employer shall notify the Employee (which notification shall be deemed to be received on the second day following the mailing) of recall opportunity by registered mail, addressed to the last address on record with the Employer. The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work. The Employee is solely responsible for their proper address being on record with the Employer. Failure of the Employee to report as required within five (5) days after sending of the registered letter will result in the loss of recall rights and the termination of employment.

Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An Employee who has been recalled to such

vacancy shall not be required to accept such recall and may instead remain on layoff. Should the Employee accept the temporary assignment, such assignment may be ended without notice to the Employee or the Union.

In the event of a layoff of less than thirteen weeks, or in the event of seasonal layoff, the Employer will give notice of layoff to those Employees so affected not less than ten (10) working days before such layoff may occur. However, where practicable the Employer will endeavour to give more than the required minimum.

- 15.6** With regard to clause 15.1, an Employee who has been notified of intended lay off and who has interest in a particular classification, may leave an application with the Department Manager of their wish to be considered an applicant in the event said job is posted during the lay-off period.
- 15.7** The Employer agrees that, within a period of thirty (30) calendar days of posting a new position or classification, a job description for the said position or classification is to be delivered to the Executive Administrator of CUPE Local 5167 and such job description shall form and shall be deemed to form a part of this Agreement unless the Union objects to any or all of the said job descriptions within a period of thirty (30) calendar days after receipt thereof except that extensions of 2 weeks shall not be denied by either party in which event the said objection is subject to the provisions of Article 17 and 18 of this Agreement except that it is to be processed commencing with step two (2) of the grievance procedure set forth under Article 17.
- 15.8** Any classification set forth under Schedule "A" to this Agreement that is altered or varied by the Employer is subject to the provisions of Article 17 and 18 of this Agreement.
- 15.9** An Employee replacing another Employee for four (4) hours or more on a shift shall receive the higher of the two rates.
- 15.10** Vacancies created as a result of an Employee being absent due to either illness or leave of absence for a minimum of six (6) weeks shall be posted and filled when it is known that the Employee's absence is expected to be more than six (6) weeks. Notations shall be made on the posting that the vacancy is due to the absence of the Employee. Such award will be in concert with 15.1 and 15.2 of this article.

Upon the return of the absent Employee, the Employee filling the position on a temporary basis shall be returned to their former position.

- 15.11** a) In the event of lay-off within the CUPE Local 5167 RBG Unit, members of the Executive Board of CUPE Local 5167, Grievance Committee persons, shall be the last to be laid off regardless of the Department in which they may be employed. The Union shall keep the Employer informed of the names of the members of the Board, Grievance Committee persons, and Shop Stewards and in the event of any dispute, the latest list of names as received by the Employer shall govern.
- b) The maximum number of Employees that can be protected as per the above is four (4) at any one time. The order in which the four persons shall be determined shall

be The Unit Vice President, then the remaining three persons shall be determined by their seniority rating at time of notice of lay off to the Union.

15.12 The Employer shall advise the Unit Vice President, Vice President and Executive Administrator in writing, when a position or vacancy is awarded to an individual who is not a member of the Bargaining Unit.

15.13 Internal Transfer

Where the need arises to transfer Employees from one location to another, the Employer shall consider the expressed wishes of the affected Employees, relative to their seniority, prior to making its determination in accordance with Section 3.5. Such determination shall not be applied in an arbitrary or discriminatory manner. In addition, the Employer will accept any request from any Employee for transfer from one work location to another for consideration when opportunities for transfer arise.

15.14 An Employee may fill a temporary position created as a result of one of the following conditions:

- a) **Pregnancy/Parental Leave:** The term of the temporary posting shall be for the term of the illness or pregnancy/parental leave but shall not exceed eighteen (18) continuous months.
- b) **Projects with a definite term or task:** The term of the temporary posting for projects with a definite term or task shall not exceed eighteen (18) months.
- c) **Leave of Absence:** The term of the temporary posting for leave of absence shall not exceed twelve (12) months.
- d) **Illness:** The term of the temporary posting for leave of absence shall not exceed thirty (30) continuous months.

The Employer agrees to notify the Union within 14 calendar days or as soon as is practicable to do so in advance of its desire to extend the time limits for a temporary posting. Approval for such extension shall be by mutual consent.

Vacancies created as the result of an Employee being absent due to one of the foregoing conditions shall be posted and filled as per Article 15.10.

15.15 External Hires to Temporary Positions Within the Bargaining Unit

- (a) Temporary positions filled as a result of vacancies as set out in 15.14 may be awarded to external hires in the event no qualified regular Employee is awarded the position.
- (b) Any external hire employed on a temporary posting shall be covered by the terms of this agreement except that they shall not accumulate seniority unless subsequently employed as a regular Employee.

- (c) An external hire employed in a temporary posting in excess of the time periods set out in Article 15.14 above shall automatically become a member of the bargaining unit and shall be entitled to full rights of the collective agreement unless a mutually agreed extension is confirmed in writing by the parties. The agreed to extension shall be confirmed in writing by the Union President (or designate) and the Unit Vice President.
- (d) The cessation or expiry of a posting in which an external hire is employed shall not be the subject of any grievance (i.e., individual, group, policy or otherwise) and shall not be subject to any of the requirements, restrictions or obligations under the Collective Agreement including provisions respecting layoff, termination, dismissal, or reduction of hours unless triggered by (c) above.

In the event that an external hire becomes a bargaining unit Employee the Employee will be credited with seniority for their time worked.

ARTICLE 16 - DISCIPLINE

- 16.1** In the event an Employee is disciplined, suspended, or discharged, written notification of the action stating reasons for such action shall be delivered to the Employee within ten (10) working days of the occasion giving rise to the action.

In the event the Employer requires additional time to complete an investigation, the Employer shall contact the Unit Vice President, Vice President, and the Executive Administrator of CUPE Local 5167 with a written request for extension and reason for the extension. Such request for extension will not be unreasonably withheld.

Absence due to vacation, sickness or any other reason by the Employee involved shall extend the ten (10) days referred to above by the number of absent days. For clarity, it is understood that the Employer shall notify the Union of such extension.

Where a supervisor or other Employer representative intends to meet with an Employee:

- a) to discuss any issue where disciplinary action(s) will result against that Employee;
- b) to investigate matters which will result in disciplinary action against that Employee;
or
- c) to issue discipline against the Employee,

The Employee shall have the right to be accompanied by and represented by a Steward. The Employer shall notify the Employee of this right and notify both the Employee and the Union of the time and place for the meeting.

- 16.2** An Employee who maintains a clear record for a period of 15 months of active employment following their last warning or suspension, shall have their record cleared at

the end of such period as it applies to warnings and suspensions for reasons other than irregular attendance. For clarity, Active Employment shall mean illnesses and unpaid leaves of absence of no greater than thirty (30) calendar days following their last warning or suspension.

- 16.3** Upon written request to Human Resources, an Employee shall have access to their file during regular office hours in the presence of Human Resources or designate. The Employee shall have the right to respond in writing, to any document contained herein. Such reply shall become part of the permanent record. The Chairperson of the Grievance Committee or designate shall have access to the Employee's file provided that the Employee's written consent is received.
- 16.4** If an employee on duty encounters a legal picket line as they attempt to enter one of the Royal Botanical Garden suppliers and the Employee fears for their safety, they shall contact their supervisor by phone to obtain instructions.

ARTICLE 17 - GRIEVANCE PROCEDURE

- 17.1** Within the terms of the Agreement, a grievance shall be defined as a difference between the parties arising from the interpretation, application, administration, or alleged violation of this Agreement.
- 17.2** In order to ensure that complaints of Employees shall be remedied as quickly as possible, the Parties agree that the following procedure for submitting and dealing with grievances shall be strictly adhered to by both parties, provided that any of the time limits imposed herein may be extended by mutual consent.
- 17.3 STEP 1**
- The Employee and the department Steward shall discuss the grievance or complaint with the Employee's Supervisor or Manager, as the case may be.
- 17.4 STEP 2**
- If the complaint of any Employee is not satisfied by the immediate Supervisor or Manager, the Chairperson of the Grievance Committee, or designate, shall state the grievance, in writing, to the Department Head within fourteen (14) calendar days of the occurrence giving rise to the grievance. The grievance shall specify the section or sections allegedly violated. The Human Resources Manager and/or Department Head will meet with the Grievance Committee, who may be accompanied by authorized representatives of the Union, and the grievor, within fourteen (14) calendar days of the receipt of the grievance. The Human Resources Manager or Department Head will issue a response in writing, to the Chairperson of the Grievance Committee within fourteen (14) calendar days of the meeting.
- 17.5** Where the dispute involves:

- a) the question of general application of the interpretation of this Agreement by either of the parties to the Agreement, or
- b) a group of Employees, or
- c) the dismissal of any Employee or group of Employees, or
- d) a grievance by the Employer,

the grievance may be submitted by the Chairperson of the Grievance Committee, or the Employer as the case may be, and the first step of the Grievance Procedure is to be omitted.

17.6 Where satisfactory settlement of the matter in dispute is not reached within twenty-one (21) calendar days, or such longer period as may be mutually agreed upon, of presentation of the request to Human Resources under Article 17.4, the said matter in dispute may be referred to Arbitration under the provisions of Article 18.

17.7 Meetings with Human Resources, and/or authorized officials of the Employer, in reference to grievances, shall be held during the regularly scheduled working hours at the prevailing rate of pay.

17.8 Grievance Mediation Process

Failing a satisfactory settlement pursuant to Article 17.4, either party may request that the matter in dispute be referred to the Grievance Mediation process. When such request is made, the timelines referred to in Article 17.6 shall be considered suspended until such time as the matter in dispute has been properly placed before a Grievance Mediation Officer. The parties shall bear the cost of the services of the Grievance Medication Officer equally.

The parties shall pre- schedule mediation in the months of April and September of each year. This shall not preclude the parties from booking an additional date if required.

ARTICLE 18 - ARBITRATION

18.1 Where a dispute arises in respect of any of the matters covered by this Agreement, including:

- a) the interpretation, application, or administration of this Agreement, or
- b) whether a matter is arbitrable, or
- c) where an allegation is made that this Agreement has been violated, and if a satisfactory settlement cannot be reached the matter in dispute may be submitted by the Employer or the Union to a Board of Arbitration which is to consist of a single arbitrator.

- 18.2** Either of the parties to this Agreement is in such event to notify the other party in writing of its desire to submit the matter in dispute to arbitration and if the recipient of the said notice and the party desiring the arbitration do not, within a period of ten (10) working days after the receipt of the said notice, agree upon a single arbitrator the appointment of the single arbitrator shall be made by the Minister of Labour for Ontario upon the request of either party.
- 18.3** The Employer and the Union shall share equally the cost of the arbitration proceedings and the cost of the arbitrator.
- 18.4** The Board of Arbitration appointed pursuant to this Article has no jurisdiction to alter, modify or amend, or to make any decision that is inconsistent with, the provisions of this Agreement.
- 18.5** The decision of the Board of Arbitration appointed pursuant to this Article is final and binding upon the Employer, the Union and any Employee affected thereby.
- 18.6** It is understood grievors have a right to attend grievance meetings, mediation hearings and arbitration hearings at which their grievance is being discussed, without loss of pay.

ARTICLE 19 - STEWARDS

- 19.1** A Steward is a person elected or appointed by the Union members of the division to represent the Employees of the division in which they are employed.
- 19.2** The Employer acknowledges the right of the Union to elect or appoint one Steward for each division to assist Employees in the presentation of their grievances to their immediate supervisor.
- 19.3** The Union acknowledges that Stewards, as well as other members of the Union's committee and the Union's officers, will continue to perform their regular duties on behalf of the Employer, and that:
- a) such persons (not more than one of the above plus the grievor) will not leave their regular duties without obtaining permission from their immediate supervisor who will be given a reasonable explanation for the requested absence, and
 - b) when resuming their regular duties after engaging in duties on behalf of the Union, the Steward will report to the supervisor immediately upon their return.
- 19.4** A Steward will assist in the Grievance Procedure, as set forth in Article 17 of the Agreement.
- 19.5** Time lost by a Steward, or Chairperson of the Grievance Committee, during normal hours of work as set out in Article 4 of the Agreement, when authorized to be absent from regular duties under Section 3 of this Article, shall not disqualify them for premium rates under Article 6 of the Agreement to which they should otherwise be entitled.
- 19.6** The Union shall notify the Human Resources Manager in writing of the name of each Steward before the Employer shall be required to recognize the Steward.
- 19.7** In the event that a Steward is not available or there is a conflict, the Employer shall contact the Unit Vice President. If the Unit Vice President is not available, then the Employer shall contact Local 5167 for assistance.

ARTICLE 20 - UNION SECURITY

- 20.1** A compulsory check-off shall apply to all Employees coming within the scope of this Agreement. It shall continue during the period of this contract. The amount to be deducted shall be such a sum as may from time to time be assessed by the Union on its members according to its constitution, for general Union purposes; it shall not extend to special assessments or to an increment in an assessment which relates to special benefits such as, for instance, Union insurance, in which the non-Union member Employees as such would not participate or the benefit of which they would not enjoy.

The Union shall identify to the employer, in writing, the amount of dues to be deducted from each bargaining Unit member.

- 20.2** All deductions made under the provisions of Article 20.1 will be remitted no later than the 20th day of the month following the month of deduction to the proper authorized officials of the Union together with a list of Employees' names eligible for such deductions.
- 20.3** The Union will save harmless the Employer from any and all claims which may be made against the Employer for amounts deducted from pay as provided in this section.
- 20.4** The Employer agrees to supply each Employee and each new Employee with a copy of the Collective Agreement within thirty (30) calendar days of the execution of this Agreement.
- 20.5** Each Employee is to advise their immediate supervisor and the Union of their current mailing address and 'phone number as well as any changes thereof within seven (7) days of the effective date of such change.
- 20.6** The Employer agrees to supply the Union with a list of the names, phone numbers and addresses of the present employees on a quarterly basis . The Union will save the Employer harmless from any and all claims which may be made against the Employer for disclosing such information.

ARTICLE 21 - HEALTH AND WELFARE

- 21.1** a) Each unit of a Department shall provide First Aid equipment and such equipment shall be administered as provided under the regulations of the *Workplace Safety and Insurance Act* by an Employee duly trained in First Aid or by a St. John's Ambulance Course.
- b) A First Aid Kit is to be supplied by the Employer to each mobile unit and in other appropriate locations of the Employer.
- c) All bargaining unit employees will attend a First Aid Course arranged and paid for by the Employer. The Employer will give each employee as much notice as is practicable to do so, it is agreed that there shall be no less than two weeks notice of the arranged training. The hard copy notice shall contain the course content, location, and the start time. If an employee is not able to attend the course, they must give Human Resources notice prior to the scheduled training date. Failure to give such notice, without sufficient reason, will result in the cancellation fee being deducted from the employees next pay date in the event the employer is not able to schedule another employee into the course. It is further agreed that in the event that the employer is able to schedule another employee into the course the employer shall at that time give the hard copy notice of training to the employee.
- 21.2** a) The Employer will provide each regular Employee with an annual clothing and boot allowance of up to four hundred and fifty dollars (\$450.00) per year, upon provision of receipts.

The foregoing shall apply only to regular Employees. Employees hired temporarily on "make work" projects, casual Employees and Students hired for summer employment will not be eligible for this allowance.

- b) The employer shall provide employees with a baseball/bucket hat. In the event that the employee chooses to obtain their own hat; the hat shall be a plain wide brimmed hat with no logo. The employer shall reimburse the employee an amount not to exceed ten dollars (\$10.00) per year, upon provision of a receipt.

21.3 All regular Employees will receive ten (10) shirts in any combination of long sleeve shirts, sweatshirts, short sleeve shirts, tee shirts or safety tee shirts.

All Employees in receipt of the above issue shall be eligible to receive replacement shirts on a one-for-one basis. For clarity it is understood that an employee may change the type of shirt when replacing it.

Clothing as supplied by the Employer shall be worn as a condition of employment.

The following shall only apply to regular Employees as required:

- a) leather, rubber, cotton and winter gloves;
- b) safety glasses (not prescription) and UV safety glasses (not prescription). Safety glasses must be of a type approved by the Ontario Safety Council and/or Canadian Standards Association;
- c) safety clothing and/or rubber boots as are job specific. Any disputes regarding job specific health and safety clothing or equipment shall be forwarded to the Joint Health and Safety Committee for final determination.

The Employer shall supply Employees who require them with the following:

- 1 pair of rubber boots or overshoes
- 1 all-weather coat or 1 rain jacket
- 1 parka

All Employees in receipt of the above issue of clothing, shall be eligible to receive a replacement issue on a 1 for 1 basis when such an article is returned to their direct supervisor and proves to be either: damaged and rendered unusable as a result of the Employee's work activities or worn out as a result of normal wear.

21.4 The Employer agrees to provide proper accommodation for all Employees to have their meals, proper washing-up and sanitary facilities and suitable lockers for the storage and protection of clothing and a 10-minute clean up prior to lunch and completion of day.

21.5 The Employer and the Union agree to recognize the Joint Health and Safety Committee and the right of this committee to represent Employees in all matters dealing with Health and Safety subject to the *Occupational Health and Safety Act*. The Health and Safety Committee's terms of reference shall form part of this Collective Agreement.

ARTICLE 22 - EDUCATION

22.1 The Employer agrees to place into a special fund one cent (\$0.01) per hour for each Employee in the Bargaining Unit, calculated on the basis of regular hours only, for the purpose of providing paid leave for Union training. Such monies are to be paid on a quarterly basis into a trust fund established by the CUPE Local 5167 and sent by the Employer to the Treasurer, CUPE Local 5167. This fund shall be used to finance attendance of members of the Bargaining Unit to the CUPE Educational Department, with the Union to give thirty (30) calendar days notice and must not be used to promote the political purposes of any political party.

ARTICLE 23 - CONTRACTING OUT

- 23.1**
- a) No Bargaining Unit Employee shall be laid off or terminated as a result of the Employer contracting out any of its work or services. The Employer agrees, contracting out shall be a standing agenda item at the Labour Management Committee., The Employer shall provide the Executive Administrator and the Unit Vice President ten (10) days notice of contracting out work, it is understood that this is not inclusive of Capital Projects. In the event of an emergency circumstance, the Employer shall advise the Union as soon as is practicable to do so.
 - b) The Employer agrees that they shall consider the skills of the bargaining unit members and operational requirements prior to contracting out.
 - c) When a Capital Project is approved, the Employer shall post a notice (Notice of Capital Project) in the affected work location, prior to the work commencing. The information on the notice shall contain the name of the Manager overseeing the project, the project title, a brief overview, start date and expected completion date. A copy of the Notice of Capital Project shall be sent to the Executive Administrator and Unit Vice President.
 - d) CUPE Local 5167 members will not be required to provide direction/education to contractors.
- 23.2**
- a) The Employer and the Union recognize the valuable contribution made by the volunteers and also share a concern that the interest of Employees with respect to job security, job opportunity etc. are also recognized, therefore the Employer agrees to provide training and information on a regular basis to volunteers to familiarize them with the collective agreement regarding the responsibilities of all parties within the workplace.
 - b) The Employer will take reasonable steps to ensure that activities undertaken by volunteers do not jeopardize the integrity of the Collective Agreement.

ARTICLE 24 - WAGE ADJUSTMENT

24.1 The hourly rate of Employees coming within the scope of the Agreement between Royal Botanical Gardens and CUPE Local 5167 shall be as outlined in Schedule "A".

ARTICLE 25 - RETROACTIVITY

25.1 The Employer will make every effort to ensure that all retroactive increases in wages, overtime payments and shift premiums are paid within 30 working days of ratification of the Memorandum of Settlement by both parties to:

- a) each Employee on the payroll of the Employer on the date of the signing of the Memorandum of Settlement, and
- b) each Employee who retired from their employment with the Employer between the expiry date of the immediately preceding Agreement and the date of the Memorandum of Settlement, and
- c) each Employee whose employment is terminated or who terminated their employment between the expiry date of the immediately preceding Agreement and the date of the Memorandum of Settlement. All cheques returned to the Corporation due to failure of the terminated Employee to notify the Employer of a forwarding address shall be cancelled and shall only be reproduced at the request of such Employee within a period not to exceed six (6) months following the ratification date of both parties and such Employee shall pay all costs related to the cancelled cheque and production of the new cheque.

ARTICLE 26 - MODIFIED RETURN TO WORK

- 26.1**
- a) The parties agree to participate in an Early and Safe Return to Work program after an employee experienced an injury or illness, this shall include occupational and non-occupational injury or illness. For clarity it is understood that the Employer is under no obligation to create a position within the bargaining unit to accommodate an injured worker. It is further understood that the parties will comply with all Acts and Legislation, and all Collective Agreement provisions in effect at the time of ratification.
 - b) The employee shall have the right to have representation by the 2nd Vice President (or designate) of the Union.

ARTICLE 27 - WELLNESS

27.1 An Employee who has become incapable of fully performing their regular duties because of advancing years may be given preference for any available position for which they are considered to be competent to perform by the Employer, without the necessity for Human Resources to advertise the position, providing such Employee may not displace a more senior Employee and the Employer shall advise the Union prior to all such appointments.

It is understood that the Employer is under no obligation to create new positions to accommodate such employees.

ARTICLE 28 – MILEAGE/CELL PHONE

- 28.1** a) When Employees are authorized by a supervisor to use their own vehicles for the purpose of travelling from job site to job site during a working shift, they shall be paid a rate per kilometre travelled, for such purposes; such rate to be the same as that granted other Employees of Royal Botanical Gardens. At no point shall an Employee be compelled to use their personal vehicle.
- b) The Employer shall provide cell phones to all work areas for employees who require them.
- 28.2** Employer shall provide Expense Forms at each reporting location and the Union lunchroom at RBG Centre.

ARTICLE 29 - TECHNOLOGICAL CHANGE

- 29.1** a) The Union agrees that the Employer has the right to study or introduce new or improved methods or facilities. Not less than ninety (90) calendar days prior to the introduction or implementation of substantial technological change affecting Employees, the Employer shall, by written notice, furnish the Union with all information in its possession of known planned change or changes. Such notice shall contain the information to the Employer respecting (a) the nature and degree of change, (b) the date or dates on which the Employer plans to effect the change, (c) the location or locations involved.
- b) Following the said disclosure, representatives of the parties will meet for the purpose of engaging in discussions with a view to resolving any issue which may concern the employment status of any Employee.
- c) The words "technological change" in this Article mean (a) the introduction by the Employer of equipment or material or software of a different nature or kind than that previously utilized; and (b) a change in the manner in which the Employer carries on its work and undertaking that is directly related to the introduction of that equipment or material.

- d) The Employer shall provide training to all affected employees when introducing a Technological change.

29.2 The Unit Vice President and Local President (or designate) shall meet with the Employer a minimum of four (4) weeks prior to the implementation, where there is a possibility of Technological change to discuss:

- 1) training programs for those Employees affected by technological change including redeployment;
- 2) training programs to enable Employees to qualify for new positions being planned through future expansion or renovation;
- 3) training programs for those Employees affected by new methods of operation.

Whenever necessary, the Employer shall seek the assistance of external recognized training institutions or resources.

ARTICLE 30 - REPRESENTATION

30.1 The Union has the right to have, at any time in attendance, official representatives of the Canadian Union of Public Employees at meetings with the Employer for the purpose of negotiating the terms of a new Agreement or discussing any matter arising out of the terms of an Agreement.

ARTICLE 31 - LABOUR MANAGEMENT COMMITTEE

31.1 Establishment of Committee

A Labour Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job satisfaction for the Employees.

31.2 Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Ensuring better relationships and communication between the Employer and the Employees regarding RBG operations;
- 2) Reviewing suggestions from Employees, questions of working conditions and service (excluding grievances relating to same);
- 3) Addressing Employee concerns in a timely manner in an attempt to reduce grievances;

4) Clothing concerns shall be a standing agenda item.

31.3 Meetings of Committee

The Committee shall meet at least once every three (3) months, or as required, at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

31.4 Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

31.5 Minutes of Meeting

Minutes of each meeting of the Committee will be the responsibility of both the Union and Employer alternately and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) working days following the meeting. The minutes shall not identify individual speakers. Speakers shall be identified as either "Union" or "Employer".

31.6 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

31.7 Grievances

Grievances shall not be discussed at Labour/Management.

ARTICLE 32 - VIOLENCE POLICY

32.1 Violence in the Workplace

Royal Botanical Gardens accepts an obligation to provide a healthy, safe work environment. Royal Botanical Gardens is committed to providing a violence-free environment and recognizes that workplace violence is a health and safety issue.

32.2 Definition

Violence is defined as an act of aggression, verbal or physical assaults, or threats in a workplace which may involve, but are not limited to name calling, threatening, swearing, hitting, biting, scratching, pinching, use of a weapon, sexual harassment or assault and battery. It also includes any threatening statement or behaviour which gives the worker reasonable cause to believe that the worker is at risk of injury.

- 32.3**
- a) Acts of workplace violence by staff, members, volunteers, or visitors will not be tolerated
 - b) An Employee who is a victim of workplace violence will be treated with respect and consideration and Royal Botanical Gardens will support the Employee's right as a citizen by providing immediate medical, emotional, and legal assistance.
 - c) All employees are encouraged to report all acts of workplace violence to Human Resources, a supervisor or Director. The Employer will investigate any complaint of Violence as per the Harassment policy. The safety of the Employee is of utmost importance and steps will be taken to ensure their safety.

ARTICLE 33 - NO DISCRIMINATION/HARASSMENT

- 33.1** The Employer and the Union recognize the dignity and worth of each individual and seek to create a climate of understanding and mutual support in the workplace. The parties also understand that inappropriate work-related behaviour outside the workplace and/or outside working hours may constitute harassment under this Article.

As stated in Articles 2.5 and 3.5 of the Collective Agreement, there shall be no discrimination in the matters of age, race, creed, colour, ancestry, place of origin, ethnic origin, citizenship, political or religious affiliation, gender identity, gender expression, sex, sexual orientation, marital status, family status or disability.

33.2 Sexual Harassment

The Employer recognizes the right of Employees to work in an environment free from sexual harassment.

Sexual harassment is defined as:

- i) engaging in a course of vexatious comment or conduct against an Employee in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- ii) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Such conduct can be expressed in a number of ways, including but not limited to:

- unnecessary touching or patting
- suggestive remarks or other verbal abuse
- demands for sexual favours
- leering and compromising invitations
- physical assault
- implied or actual threats to the victim or their job
- unwanted attention of a sexually oriented nature
- implied or expressed promise of reward for complying with a sexually oriented request
- implied or expressed threat of reprisal or actual reprisal for refusing to comply with a sexually oriented request
- sexually oriented remarks or behaviour which may reasonably be perceived to create a negative working environment.

33.3 Workplace Harassment

Workplace harassment is defined as engaging in a course of vexatious comment or conduct against an Employee in a workplace that is known or ought reasonably to be known to be unwelcome. This behaviour may or may not be discriminatory.

Workplace harassment will not be tolerated.

Workplace harassment includes but is not limited to:

- a) ongoing condescending comments
- b) repeated offensive gestures or comments
- c) practical jokes which result in or cause embarrassment
- d) abuse of authority which undermines performance

Normal exercise of supervisory responsibility including appropriate performance management, training and discipline DOES NOT constitute workplace harassment.

33.4 Complaint Procedure

- a) In the event an Employee is of the belief that they are a victim of sexual or workplace harassment the Employee is encouraged to:
 - i) Make their disapproval and/or unease known to the harasser and request all offensive behaviour stop; or
 - ii) Discuss their concerns with an immediate supervisor; or
 - iii) Seek advice from a Union representative; or
 - iv) Within 15 working days, or in accordance with applicable legislation, of the alleged offence, initiate in writing, a formal complaint under this article. The Employee may choose a Union Representative to assist through this process. Complaints shall be submitted to Human Resources.
- b) The Employer shall ensure an investigation is conducted into incidents and complaints of sexual harassment and/or workplace harassment that is appropriate in the circumstances.
- c) Pending the determination of the complaint Human Resources may take interim measures to separate the Employees concerned where possible, if deemed necessary.
- d) Where the complaint is determined to be of a frivolous, vindictive, or vexatious nature, appropriate action may be taken. Such action shall only be for just cause and may be dealt with pursuant to the provisions of the Collective Agreement.
- e) Where the complaint is substantiated, the Employer shall determine the appropriate response and remedial action. Under no circumstances shall the remedial action in a substantiated case of harassment penalize the complainant.
- f) The complainant shall have the right to have the assistance of the Unit Vice President, Steward of their choice or a member of the CUPE Local 5167 Executive Board present throughout any stage of the complaint.

ARTICLE 34 - DURATION OF AGREEMENT

36.1 The duration of this Agreement is January 16th, 2023, to January 15th, 2027.

36.2 Any amendment to the Agreement as may be proposed by either party to the agreement to be provided to the other party within ninety (90) days prior to the expiry of the Collective Agreement.

IN WITNESS WHEREOF the parties hereto have on the 13th day of MAY, 2024
affixed their respective seals attested by the hands of their respective proper officers in that
behalf duly authorized.

**FOR THE BOARD OF THE ROYAL
BOTANICAL GARDENS**

**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS
LOCAL 5167**

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LETTER OF UNDERSTANDING RE: ORGANIZATIONAL CHANGE/MASTER PLAN

In the event of any organizational changes, including the Master Plan affecting the bargaining unit, the parties will meet, as necessary, to determine whether there is a need to amend the collective agreement language in response to said changes and collectively bargain any amendments.

In the event of a change in job duties and/or job descriptions the parties will meet, as necessary, to determine the scope of the changes and to determine whether increases to the corresponding wage rates are warranted. In the event of failure to agree the provisions of Article 15.6 or 15.7 shall apply.

LETTER OF UNDERSTANDING RE: SEVERANCE PACKAGE

All Employees who are severed as a result of permanent layoff shall receive notice and severance payments as follows:

Part-time Employees shall receive a lump sum payment of \$867.00 in lieu of proper layoff notice.

Full-time Employees shall receive a lump sum payment of \$1735.00 in lieu of proper layoff notice.

All Employees that are severed shall receive severance payments of two (2) weeks salary for each calendar year of employment with the Employer plus two (2) weeks salary prorated for each part year of employment.

LETTER OF UNDERSTANDING RE: DISCIPLINE RELATED TO WORKPLACE VIOLENCE, WORKPLACE HARASSMENT AND SEXUAL HARASSMENT

The Parties agree that any discipline related to workplace violence, workplace harassment or sexual harassment will be removed from the Employee's record after a period of 24 months, provided the Employee is not disciplined for this type of conduct throughout the 24 months period.

The Parties agree to engage in ongoing discussions through the Labour Management Committee regarding their joint concerns with respect to workplace violence, workplace harassment and sexual harassment.

OCCUPATION HEALTH/SAFETY TERMS OF REFERENCE

Scope: Joint Committee

Royal Botanical Gardens believes that a joint health and safety committee (JHSC) is an integral part of the organizations Health and safety program and accepts their responsibilities under the Occupational Health and Safety Act. By presenting recommendations to management and actively supporting all safety / health activities, the committee can play an active role in accident illness and prevention. Royal Botanical Gardens is committed to actively supporting the committee and ensuring it meets all legislative requirements.

The following terms of reference, as agreed to by the committee, the Union and management, are intended to help it function in a manner which best suits the health and safety needs of the RBG. Members are expected to be familiar with the various procedures, duties, and responsibilities, etc., as outlined in the following pages.

Function of Committee:

- 1) To monitor the health and safety policy and make recommendations where necessary.
- 2) To inspect the workplace and participate in accident investigation as outlined in the *Occupational Health and Safety Act (OHSA)* and RBG policy.
- 3) To carry out all the legislative duties and responsibilities of committees within the OHSA.
- 4) Identify potential or existing hazardous materials, processes or equipment and to make recommendations for solutions to management.
- 5) The committee should foster co-operation and open dialogue between all Employees of the RBG on all matters relating to health and safety.
- 6) To provide leadership in matters relating to health / safety whenever the opportunity presents itself.
- 7) The committee shall have access to drawings, all accident and incident forms, and any relevant reports from inspectors or the WSIB.
- 8) The committee shall design the monitoring procedures to monitor hazards. The Union has the right to have a committee member present at the beginning of any testing.
- 9) Committee members will encourage employees to report hazards immediately to managers.

Structure:

- 1) The Health and Safety Committee will consist of at least (6) members, 3 Union, and 3 Management.
- 2) There shall be 2 alternates 1 Union, 1 management (To fill in when needed.)
- 3) **The 2nd Vice President shall sit Ex-officio on the committee and shall be sent all Agendas and Minutes of the Committee.**

Selection of Committee:

- 1) The Union will select its worker members, alternates and term.
- 2) Senior management will appoint management members.

Selection of Co-Chairperson(s):

The members representing workers and the members representing management, shall each select one "Co-Chairperson".

Responsibilities Of Co-Chairs:

- 1) Scheduling of meetings and notifying members of meetings
- 2) Prepare agenda
- 3) Presiding at meetings
- 4) Ensure that all agenda items are addressed, and that each committee member is heard and items ended with a positive decision.
- 5) Review and approve the minutes
- 6) Delegating that the committee carries out its duties
- 7) Ensure that committee's recommendations are followed up.
- 8) Invite specialists or resource persons as required.

Meeting Quorum:

A Quorum shall consist of at least 2 worker committee members and 2 management committee members.

Meetings:

- 1) The committee shall meet at a minimum of every (2) months. The committee will pre-schedule meeting dates one year in advance.

NOTE: Monthly Inspections are to be completed prior to the scheduled meeting dates.

N.B. Minutes will include:

- The date, time and place of the last meeting held;
 - The names of all members and other persons attending the meeting;
 - Record of items discussed and the outcome;
 - Minutes of each meeting will be kept on file and copies will be posted.
- 2) Regular meeting agenda items might include but are not limited to the following:
 - Problems identified
 - Review of previous workplace inspections
 - Recommendations
 - Review of accidents / injury statistics
 - New business
 - Any response by management to the committee
 - Date of next meeting
 - 3) Copies of the minutes should be sent to each member of the committee and to anyone else who needs to be informed of the committee's activities.

Workplace Inspections:

- 1) A Health and Safety Audit / Inspection will take place once per month.
- 2) Information will be obtained from the Employer on existing hazardous materials and process.
- 3) The inspection will identify situations (acts and/or conditions) that may be a hazard to people, cause damage to equipment / property and loss of material / process. Serious concerns will be dealt with on an individual basis.
- 4) Results of the inspection shall be included with the minutes of meetings for distribution.
- 5) Inspection reports will be given promptly after inspections to Area Managers and the Co-ordinator of Health and Safety for action to be taken.

Note: Worker Representatives will be given paid time to complete these duties.

Guidelines For Making Recommendations:

In developing recommendations, committees must:

- 1) Define the problem
- 2) Collect all necessary information
 - Description of the process and workplace layout
 - History / details of previous accidents and investigations
 - Comments and suggestions from supervisors and workers in the area concerned
 - Maintenance schedules and manufacturers specifications.
- 3) Consider possible solutions, taking into account:
 - The actual and potential seriousness of the problem
 - The range of possible solutions
 - The practicality of the solution being recommended

Health And Safety Committee Training:

- 1) To be effective problem solvers, the committee will have a basic understanding of:

Current legislation requirements

Technical and operational issues such as:

- Area, process, and layout
- Machinery hazards and methods of guarding
- Fire protection / emergency procedures
- Lifting equipment and their hazards
- Manual material handling
- Industrial hygiene such as noise, dust, fumes, toxic substances
- Heat / cold
- Vehicles and equipment
- First Aid
- Training Issues

Special skills in:

- Accident investigation
- Workplace inspections
- Hazard recognition and control
- Health and Safety training techniques

Joint Health and Safety members will have input and make recommendations on their training requirements and the delivery agent.

All committee members will have a minimum of 16 hours of in-house workplace specific training a year.

Stand By Duty Certified Worker Representative:

- 1) One Certified Workers' Representative will be on Stand-By to cover the afternoon and weekend Shifts
- 2) The certified Worker Representative on stand-by will receive 2 hours straight time pay a week, when on Stand-By. Stand-By will be recorded on a monthly basis and payment will be on a monthly basis.
- 3) The Stand-By schedule will be on a rotating basis and shared by Certified Worker Representatives on the Committee. To this end, the Union will guarantee stand-by coverage to cover all shifts that do not have a certified worker representative on the normal schedule.
- 4) The Worker Representative on Stand-By will be supplied with a pager when on Stand-By Duties.
- 5) When called in to perform the duties of a Certified Representative, overtime rates will be paid according to the collective agreement.

Certification Training Members:

- 1) The Employer will ensure that at least one worker representative on the committee is certified.
- 2) The Employer will cover the cost of certification training for one worker member a year to be trained if required.
- 3) The Employer will not cover the cost of certification training for committee alternates.

Amendments To The Terms Of Reference

Amendments to the Terms of Reference shall be made by the Joint Occupational Health and Committee. The Unit Vice President and 2nd Vice President (or designate) of the Local shall be in attendance when discussion occurs as it relates to the Terms of Reference.

LETTER OF UNDERSTANDING

Modified Return To Work

The Employer commits to developing a modernized Early and Safe Return to Work Program. The Employer will share the new program with the Union for review and comment by May 1, 2023. The new program shall be implemented no later than June 1, 2023.

In the interim, the Parties agree the following provisions will continue to apply:

Goals and Objectives

Royal Botanical Gardens is committed to setting up a successful modified work program. In so doing, Royal Botanical Gardens will meet the following goals and objectives:

- 1) In co-operation with both the Union and the Employee, Royal Botanical Gardens will facilitate the Employee's safe and early return to work after injury or illness by:
 - i) Promoting effective rehabilitation
 - ii) Support time off work
 - iii) Encouraging job satisfaction
- 2) The modified work duties will be safe and will promote productivity at Royal Botanical Gardens.
- 3) The developed modified work scheme will be specific to each worker depending on injury, illness and/or restrictions.
- 4) Royal Botanical Gardens will facilitate the Employee's return to regular duties. This will be achieved through communication between the Employee, attending physician, WSIB, caseworkers, Royal Botanical Gardens, Union representation and/or workers representative.
- 5) Royal Botanical Gardens believes that it is important to place the ill/injured Employee into their pre-injury job with some accommodation versus placing into modified or alternate jobs. However, if this is not possible, Royal Botanical Gardens will gradually increase the proportion of the duties performed in the pre-injury job by:
 - i) Modified work
 - ii) Reduced hours
 - iii) Gradual increase in hours
 - iv) Ergonomics
 - v) Work adjustment
 - vi) Tools and Equipment
 - vii) Provide a Helper/Assistant
 - viii) A different job
 - ix) Special project work

- 6) Royal Botanical Gardens will ensure that the return to work plan implemented for an individual extends for a period of up to 12 weeks if required. Beyond that time a medical reassessment is required to determine if alterations must be made to the modified work plan.

Terms of Reference

This return to work program is designed to assist injured Employees to make a safe and full recovery to their regular duties. It is a measure that is intended to bridge the gap between injury and return to full duties. The duration of the program will be on a case-by-case basis and will be decided upon by all groups in the program. However, this program may be permanently altered if, after medical documentation, it is decided that a permanent alteration in work activities is necessary.

Duties and Responsibilities

a) Royal Botanical Gardens

- i) Is responsible for maintaining this policy;
- ii) Is responsible for maintaining contact with the injured Employee while on Short Term Disability or Long Term Disability or WSIB;
- iii) Will assume the lead role in the development and implementation of a modified return to work program;
- iv) Is responsible for maintaining records of the modified return to work program and to cover any cost of medical documentation.

b) Employee

- i) Report injury/illness to their immediate supervisor or designate as soon as possible;
- ii) Document the injury on a Royal Botanical Gardens accident form;
- iii) Provide the required information to aid in the investigation of the accident/incident;
- iv) Maintain contact/communication with Royal Botanical Gardens;
- v) Visit the appropriate medical professional to obtain the necessary documentation for an early return to work and ensuring that these documents are returned to Human Resources or their designate in a timely manner;
- vi) Co-operate in identifying tasks that are suitable for modified work;

- vii) Upon the request of Royal Botanical Gardens, the Employee should attend, if reasonably possible, any meeting that may be deemed necessary to clarify their physical conditions or the conditions surrounding their return or modified work.

c) Supervisor

- i) Provide immediate assistance and ensure the injured/ill Employee is immediately brought to either first aid and/or medical professionals;
- ii) Responsible to accompany Union representatives on the investigation of any accident;
- iii) Participate in the development of a return to work program by identifying tasks that are suitable for returning the ill/injured worker to Royal Botanical Gardens at the earliest possible time;
- iv) Monitor the modified work program to ensure that the modified schedule is progressing;
- v) Report regarding how the program is progressing;
- vi) Assist in determining a long-term permanent accommodation plan, if required.

LETTER OF UNDERSTANDING RE: WINTER OPERATIONS

The Employer shall develop a Winter Operations framework that will be shared annually with the Joint Health and Safety Committee.

SCHEDULE A

JOB CLASSIFICATION & RATES OF PAY

COMMENCING JANUARY 16, 2023 PROBATION 6 MONTHS 1 YEAR

HORTICULTURAL DEPARTMENT

Horticulturist	30.04	31.14	32.24
Gardener	26.48	27.52	28.54
Site Service Technician	26.48	27.52	28.54

PHYSICAL PLANT & OPERATIONS DEPARTMENT

Lead Hand			33.28
Building Technician	29.35	30.54	31.74
Small Engine Mechanic	27.89	29.09	30.29
Custodian/ Set Up Crew	24.82	25.79	26.75

ECOLOGY DEPARTMENT

Biotechnician	26.48	27.52	28.54
Head Biotechnician	29.87	31.05	32.24

JOB CLASSIFICATION & RATES OF PAY

COMMENCING JANUARY 16, 2024 PROBATION 6 MONTHS 1 YEAR

HORTICULTURAL DEPARTMENT

Horticulturist	30.94	32.08	33.21
Gardener	27.28	28.35	29.40
Site Service Technician	27.28	28.35	29.40

PHYSICAL PLANT & OPERATIONS DEPARTMENT

Lead Hand			34.27
Building Technician	30.28	31.50	32.74
Small Engine Mechanic	28.73	29.96	31.20
Custodian/Set Up Crew	25.58	26.58	27.57

ECOLOGY DEPARTMENT

Biotechnician	27.28	28.35	29.40
Head Biotechnician	30.76	31.99	33.21

JOB CLASSIFICATION & RATES OF PAY

COMMENCING JANUARY 16, 2025 PROBATION 6 MONTHS 1 YEAR
1.85% Wage Adjustment

HORTICULTURAL DEPARTMENT

Horticulturist	31.51	32.67	33.82
Gardener	27.78	28.87	29.94
Site Service Technician	27.78	28.87	29.94

PHYSICAL PLANT & OPERATIONS DEPARTMENT

Lead Hand			34.90
Building Technician	30.84	32.09	33.35
Small Engine Mechanic	29.26	30.52	31.78
Custodian/Set Up Crew	26.06	27.07	28.08

ECOLOGY DEPARTMENT

Biotechnician	27.78	28.87	29.94
Head Biotechnician	31.33	32.57	33.82

JOB CLASSIFICATION & RATES OF PAY

COMMENCING JANUARY 16, 2026 PROBATION 6 MONTHS 1 YEAR
1.95% Wage Adjustment

HORTICULTURAL DEPARTMENT

Horticulturist	32.13	33.30	34.48
Gardener	28.32	29.43	30.52
Site Service Technician	28.32	29.43	30.52

PHYSICAL PLANT & OPERATIONS DEPARTMENT

Lead Hand			35.58
Building Technician	31.44	32.72	34.00
Small Engine Mechanic	29.83	31.12	32.40
Custodian/Set Up Crew	26.57	27.60	28.63

ECOLOGY DEPARTMENT

Biotechnician	28.32	29.43	30.52
Head Biotechnician	31.94	33.21	34.48

INCOME PROTECTION PLAN

It is expressly understood between the parties that any changes to the Income Protection Plan shall be negotiated by the parties and shall not automatically reflect the changes made in the City of Hamilton Income Protection Plan.

This plan is comprised of two parts:

1. Short-Term Income Protection Plan
2. Long-Term Income Plan

NOTE: This is a Plan description and final details of the Long-Term Income Protection Plan will be subject to acceptability of the Insurance Company.

The Employer will be responsible only for the arranging of a contract to provide benefits, but the final terms of the Plan will be found in the Master Contract as the governing document.

SECTION A

1. Introduction to Income Protection Plan

The following Plan is designed to provide the Employee with an income if they cannot perform their normal duties due to illness/non-occupational injury during both short and long-term disabilities. This Plan replaces the Cumulative Sick Leave Allowances Program and is not intended to duplicate or replace any Workplace Safety and Insurance Benefits. Provision is included under the Short-Term Income Protection Plan to "top up" awards from the Workplace Safety and Insurance Board from an Employee's cumulative sick leave plan credits to 100% of earnings. An Employee will be paid while they are disabled until the earlier of:

- a) the Employee returns to work; or
- b) the Employee retires; or
- c) the Employee exhausts their entitlements under either of the plans; or
- d) the Employee dies.

2. Definitions

Employee:

For the purposes of this plan an Employee is one who is full time Unionized and covered by a contractual Union agreement which includes the Income Protection Plan and who has completed their probationary period.

Employee New:

A new Employee is one who has not completed their probationary period.

Short-Term Disability:

This is defined as a period of disability resulting from illness/non-occupational injury as determined by a qualified medical practitioner, which prevents an Employee from attending their regular work and which extends for a period of not more than twenty-six (26) weeks.

Long-Term Disability:

This is defined as a period of disability resulting from illness/non-occupational injury as determined by a qualified medical practitioner, which prevents an Employee from attending work and which extends for a period of more than twenty-six (26) weeks.

Pay:

For purposes of this Plan, a week's pay for hourly paid Employees shall be the basic hours worked per week multiplied by the Employee's standard rate per hour paid on a weekly basis, but shall not include any shift premium, overtime, or other increments.

SECTION B**3. Commencement of I.P.P.**

- a) A new Employee shall commence coverage under the Plan on the first working day following completion of their probationary period.

4. Seniority Service

Service for all Employees, for the purpose of the Plan, shall mean completed years of service with the Employer as of January 1st in any year, and shall commence from the date of their employment with the Employer and shall be based on full years of service in any year.

SECTION C**Short Term Income Protection Plan**

5. Short-term, coverage will apply to disabilities lasting up to twenty-six (26) weeks and pay will be continued in accordance with the following schedule:

i) Amount Payable

Seniority Service	100% of Pay	70% of Pav
From the date of eligibility to Dec.31 st		plus 15 weeks
1 st full year of service as at Jan.1 st	2 weeks	plus 24 weeks
2 nd full year of service as at Jan.1 st	3 weeks	plus 23 weeks
3 rd full year of service as at Jan.1 st	4 weeks	plus 22 weeks
4 th full year of service as at Jan.1 st	5 weeks	plus 21 weeks
5 th full year of service as at Jan.1 st	6 weeks	plus 20 weeks
6 th full year of service as at Jan.1 st	7 weeks	plus 19 weeks
7 th full year of service as at Jan.1 st	8 weeks	plus 18 weeks
8 th full year of service as at Jan.1 st	9 weeks	plus 17 weeks
9 th full year of service as at Jan.1 st	10 weeks	plus 16 weeks
10 th full year of service as at Jan.1 st	11 weeks	plus 15 weeks
11 th full year of service as at Jan.1 st	12 weeks	plus 14 weeks
12 th full year of service as at Jan.1 st	13 weeks	plus 13 weeks
13 th full year of service as at Jan.1 st	14 weeks	plus 12 weeks
14 th full year of service as at Jan.1 st	15 weeks	plus 11 weeks
15 th full year of service as at Jan.1 st	16 weeks	plus 10 weeks
16 th full year of service as at Jan.1 st	17 weeks	plus 9 weeks
17 th full year of service as at Jan.1 st	18 weeks	plus 8 weeks
18 th full year of service as at Jan.1 st	19 weeks	plus 7 weeks
19 th full year of service as at Jan.1 st	20 weeks	plus 6 weeks
20 th full year of service as at Jan.1 st	21 weeks	plus 5 weeks
21 st full year of service as at Jan.1 st	22 weeks	plus 4 weeks
22 nd full year of service as at Jan.1 st	23 weeks	plus 3 weeks
23 rd full year of service as at Jan.1 st	24 weeks	plus 2 weeks
24 th full year of service as at Jan.1 st	25 weeks	plus 1 week
25 th full year of service as at Jan.1 st	26 weeks	plus 0 weeks

Where available, sick leave credits may be used to extend the payment of 100% weeks.

- ii) Payments from the previous-noted schedule will be made on the following basis with the provision that any absence due to illness/non-occupational injury will constitute an occasion:
- a) from the first day of absence for the first two occasions of absence in a calendar year, and
 - b) from the second day of the third absence in the calendar year, and
 - c) from the third day of the fourth absence in the calendar year, and
 - d) from the fourth day of the fifth and subsequent absences in a calendar year.
- iii) Employees shall be given an opportunity to utilize existing lieu time or vacation credits, to replace the unpaid days as provided for in (b), (c) or (d) above

- iv) When an Employee can demonstrate to the Employer that they can only attend their physician as part of regular ongoing treatments during the day, the absences shall collectively constitute one occasion for the purposes of this plan. In order for this to occur, the Employee must provide the Employer with documentation from their physician at the commencement of the ongoing treatment program, outlining the anticipated schedule for treatments, including dates when the series will likely commence and cease.
 - v) An Employee will have a twelve (12) hour bank established which can be used hour by hour for doctors' appointments or other needs as agreed and in any calendar year.
- 6.
- i) Payments will be made for a maximum of twenty-six (26) weeks during any one continuous period of disability
 - a) Successive absences due to the same or a related cause will be considered as one continuous period of disability unless separated by a return to active employment for a period of three (3) months.
 - b) A disability due to a different cause will be considered a new period after a return to active employment for one month.
- 7.
- i) No benefits will be payable during a period of pregnancy leave of absence to which an Employee is entitled under the *Employment Standards Act, 2000*, as amended, or during any such longer period of pregnancy leave for which the Employee has applied and been approved by the Employer.
 - ii) Short-term disability payments will be offset by any disability benefits payable to the Employee from the Canada Pension Plan.
 - iii) An Employee who is engaged in outside employment apart from their employment with Royal Botanical Gardens is not entitled to any benefits under the provisions of the short-term income protection plan for any occupational injury or sickness sustained during such periods of outside employment.

Regulations

- 8.
- i) An Employee shall on the first day of illness/non-occupational injury, and on a schedule as agreed to between the Employer and Employee thereafter, report or cause to report such illness/non-occupational injury to the Human Resources Manager (or designate).
 - ii) An Employee who fails to report on the first day that they are absent from work due to illness/non-occupational injury shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.

- iii) Upon receiving notice of an Employee's illness/non-occupational injury, the Human Resources Manager (or designate) shall on the same day report such illness/non-occupational injury on the Daily Absence Status Report as provided by the Administration.
 - iv) An Employee whose illness/non-occupational injury extends to the sixth working day shall, on or before the sixth working day, file a medical form, jointly developed by the Union and the Employer, with the Human Resources Manager (or designate). The Employer shall reimburse the cost incurred by an Employee as a result of a request for medical documentation by the Employer up to a maximum of twenty dollars (\$20.00) for medical certificates and the cost of the Medical Form referred to above and/or any other Functional Ability Form requested.
 - v) Where the Department Director or Supervisor has reason to believe that absence of the Employee was not due to illness/non-occupational injury, the Human Resources Manager (or designate) may demand a doctor's certificate for one day of absence.
 - vi) An Employee whose illness/non-occupational injury extends to fifteen (15) consecutive working days shall, on the fifteenth (15) day and for every subsequent fifteen (15) working days, file a doctor's certificate with the Human Resources Manager (or designate).
 - vii) An Employee failing to file a doctor's certificate pursuant to Regulation (iv) or Regulation (v) or Regulation (vi) shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.
9. An Employee who has been absent on six occasions under this plan in a calendar year shall then be placed on the mandatory doctor's certificate list.
10. The Department Director is responsible for reporting to the Administration all cases of illness/non-occupational injury, periods of lay-off, termination of service, and absenteeism relative to administration of the Income Protection Plan.
11. The Administration
- a) shall keep a record of all sick leave and accumulated credits and
 - b) shall notify those responsible for Department payrolls, when an Employee is not, or has ceased to be eligible for sick leave benefits.
12. On retirement or death of an Employee the Administration shall advise those responsible for Department payrolls of the number of days of cumulative sick leave standing to the credit of an Employee at the date of their retirement or death.

SECTION D

Long Term Disability Plan

13. Eligibility

All permanent seniority Employees who are members of an eligible Employee group who have not attained age 65.

14. Effective Date of Benefits

Your coverage will become effective on your date of eligibility, provided you are actively at work on a full-time basis. If you are not actively at work on the date insurance would normally commence, coverage will begin on your return to work full-time for full pay.

15. Long-Term Disability Benefit

The Long-Term Disability insurance provides income security should you become totally disabled prior to age 65 due to a sickness or injury which totally disables you over a long period of time. The Plan provides you with coverage on and off the job.

16. Monthly Benefit

Your monthly benefit is equal to 66 2/3% of your normal monthly earnings which are defined as your base rate times the regular hours per week and excludes overtime pay. This amount is reduced by an income payable to you as a result of your disability from any of the following sources:

- i) Sick Pay from RBG
- ii) Any other group insurance disability benefits arranged through the Employer or any professional association
- iii) Retirement benefits from RBG, or a governmental plan
- iv) Governmental disability benefits
- v) Workplace Safety and Insurance benefits
- vi) Canada or Quebec Pension Plan benefits (excluding benefits for dependents and automatic adjustment due to Cost of Living Index while receiving benefit).

If you are receiving other disability income, the monthly benefit under this Plan will be reduced so that disability income you receive from all sources does not exceed 80% of your regular monthly earnings at the time you became disabled.

17. Commencement of Benefits

The benefits commence six (6) months from the date that disability began, which shall include the period of payment under the terms of the short-term income protection plan. Proof of disability must be submitted within six (6) months following the Qualifying Period.

18. Benefit Period

Following the Qualifying Period, you will receive a monthly income until the earlier of:

- i) Attainment of age 65
- ii) Cessation of total disability
- iii) Attainment of date of retirement
- iv) Death

19. Definition of Total Disability

Total disability means that you are unable, because of sickness or accident, to perform the duties of your regular occupation. This definition applies for the first twenty-four (24) months of payments. After this time, the inability to perform any occupation for which you are reasonably fit by training, education or experience will constitute total disability.

It is not required that you be confined to home, but you must be under the regular care of a physician.

- i) Recurrent Disabilities

A recurrence of total disability due to the same or related causes will be treated as the same disability unless the member returned to work full time for more than:

- a) 1 month if satisfying the qualifying period, or
- b) 6 months if receiving the disability benefits.

20. Rehabilitative Employment

If during the first twenty-four (24) months of payments you are able to engage in some work and earn some income, the Plan will continue to pay you on a reduced basis. The benefit amount will be reduced by 50% of the wages or earnings which you receive from such employment during this twenty-four (24) month period.

Your income from all sources during this period of rehabilitative employment must not exceed 90% of your basic wage from your normal occupation immediately prior to your total disability.

21. Waiver of Premium

Premiums falling due within a period when benefits are payable are waived.

22. Termination of Employment

Your Long-Term Disability benefit terminates when you terminate your employment. If you are disabled at the time of termination, you may still be eligible for Long-Term Disability benefits in accordance with the provisions of the Plan.

23. Exceptions and Limitation

Benefits are not payable for the following:

- i) A disability where you are not under continuing medical supervision and treatment.
- ii) A disability caused by intentionally self-inflicted injuries or illness while sane, or self-inflicted injuries or illness while insane.
- iii) A disability resulting from insurrection, war, service in the armed forces of any country, or participation in a riot.
- iv) Pregnancy related disabilities during any period you are on pregnancy leave of absence to which you are entitled under applicable Provincial statutes or mutually agreed to by you and RBG.
- v) Alcoholism, drug addiction or any mental condition connected therewith, unless the insured person is under active treatment in, or certified as being actively supervised by a rehabilitation centre or Provincially designated institution.
- vi) If your disability is due to a nervous, mental, psychological, or emotional disorder, payments will not be made unless you are under the care of a registered specialist in psychiatry, or a doctor approved by a registered specialist in psychiatry.

24. Cost of the Plan

The premiums will be paid in full by RBG.

25. Taxability of Benefits

Because the premiums are paid by RBG, all benefit payments from the Plan during a period of disability are considered as taxable income.

26. Claims

To make a Long-Term Disability claim, obtain a claim form from the Administration Centre, have your doctor complete the form and return it to the Administration Centre - Payroll Department.

In order to be eligible for payment, claims must be submitted no later than six (6) months following the Qualifying Period.

27. Health and Dental Benefits

The Employer will continue to pay fringe benefits costs including Dental, O.H.I.P., Extended Medical benefits, Life Insurance, etc., and any other applicable benefits negotiated for a period not longer than thirty (30) consecutive months. Where required, payroll deductions for pension purposes will continue to be made from disability pay.

SECTION E

NOTES:

28. Sick Leave Credits

- i) Sick leave credits presently accrued to existing permanent Employees shall be frozen as of the end of the month prior to the implementation of the I.P.P. and no further credits will be granted. The term "frozen" shall mean the number of days standing to the Employee's credit as of the date of the commencement of the Plan. The value will be that in effect on the date utilized.
- ii) The terms of the existing Cumulative Sick Leave Allowances Plan shall remain in effect, except as modified by this Plan.
- iii) An Employee may use any or all of their sick leave credits at the current value to supplement benefits of the Short-Term I.P.P.
- iv) An Employee may elect to supplement a Workplace Safety and Insurance Board award up to 100% of regular earnings.
- v) The number of credits to be deducted from the Cumulative Sick Leave Allowances balance shall be pro-rated equal to the ratio of supplementary payments to regular earnings.