

SOURCE	Comp		
EFF.	89	04	01
TERM.	91	03	31
No. OF EMPLOYEES	200		
NOMBRE D'EMPLOYÉS	DF		

COLLECTIVE AGREEMENT

Between :

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

-and-

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

Effective April 1, 1989
Expires March 31, 1991

JAN 24 1990

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION AND SCOPE

2.01 The Management recognizes the Union as the sole and exclusive bargaining agent for all employees in that physical area known as the Metropolitan Toronto Zoo and its immediate environs, which includes barns either leased or operated by the Management, save and except Supervisors; Curators; Secretaries to the General Manager, Executive Director of Administrative Services, Director of Live Collections, Director of Support Services and any other person performing confidential and labour relations functions in the Human Resources Branch who has access to confidential information; Payroll Supervisor; Nursing Staff; Security Guards; and persons working for the Metro Toronto Zoological Society.

2.02 In this article 'Supervisors' means persons exercising managerial functions in accordance with the Ontario Labour Relations Act.

ARTICLE 3 - NO DISCRIMINATION

3.01 Neither the management nor the union, nor any representative of either party shall discriminate against, interfere with, restrict or coerce any employee because of any participation or lack of participation in any union activity.

3.02 No employee shall be required to make a written or oral agreement with the management which conflicts with the specific terms of this collective agreement.

3.05 The employer agrees that there will be no discrimination, interference, restriction, or coercion exercised or practised with respect to any person in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, nationality, ancestry, place of origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of his/her membership or activity in the union.

3.06 Every employee has the right to be free from harassment in the workplace and from any reprisal or threat of reprisal for the rejection of such behavior.

Therefore the parties agree that they will give their full support to the spirit and intent of the protection of the Ontario Human Rights Code, 1981, as amended and/or any other legislation that may be enacted from time-to time, for the purpose of protecting or strengthening these rights.

3.07 Employees who become related, including common-law spouse resident with the employee: (a) may not work in the same immediate work area; (b) may not work under the same direct supervisor; (c) may not report one to the other.

ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS

4.01 Save and except any clause in this collective agreement, the management shall have the absolute right to increase or decrease the establishments while maintaining a work force of not less than 150 full-time permanent employees, to schedule, direct, recruit, discharge, classify, transfer, promote, demote, maintain order, discipline and efficiency and without restricting the generality of the foregoing, select, acquire, install and operate any equipment, plant and machinery as it deems necessary.

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

ARTICLE 5 - CONTRACTING OUT OF WORK

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

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

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

ARTICLE 6 - UNION CONDITIONS

6.01 The Management will inform every new employee of the existence of the collective agreement and direct their attention to articles 6.02, 6.03 and 6.05.

6.02 All employees not exempted by this Collective Agreement shall become members of the Union upon commencement of employment and thereafter shall remain as such members in good standing, according to the Constitution of the Canadian Union of Public Employees.

6.03 (a) The Management will deduct the regular monthly Union dues and initiation fees from the wages of all employees in the bargaining unit from the first full pay cheque following the date of employment and thereafter from the first pay cheque of each month.

(b) The Management shall notify the Recording Secretary of the Union of all new bargaining unit employees, their names, their supervisors' names and dates of enrollment, within five (5) working days after commencement of employment.

(c) The Management shall introduce all new Bargaining Unit employees to his/her Shop Steward and allow not more than 15 minutes of working time for the Shop Steward to inform the new member about Union activities, as soon as practical.

6.04 The Management shall forward such deductions to the Secretary-treasurer of the Union not later than the 15th day of the month following the month in which such deductions are made and a list of the employees from whom the deductions were made will accompany such remittance.

6.05 The Management shall not be required to discharge an employee who has been expelled or suspended from membership in the Union.

6.06 The Union shall save the Management harmless for any and all amounts deducted from employees' earnings in accordance with the terms in this article.

6.07 The Management shall notify the Recording Secretary of the Union, within five (5) working days, of all terminations, resignations, transfers, promotions and leaves of absence in excess of one week granted to members of the Bargaining Unit.

6.08 There will be no Union meetings at the Zoo site without the express written consent of the General Manager or his/her designate. For the purposes of this agreement, it is understood that "**designate**" means the Executive Director of Administrative Services or his/her designate.

6.09 The Union may use the Management's bulletin boards on which to post notices, provided such notices are first approved by the General Manager or his/her designate.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

7.01 During the term of this collective agreement, the union agrees that it will not strike, and the management agrees that there will be no lockout, as those terms are defined in the Labour Relations Act of the Province of Ontario.

ARTICLE 8 - UNION REPRESENTATION

8.01 (a) The union may select a committee of up to **six (6)** employees who shall represent the union and employees at negotiations. if six (6) employees are used, one (1) employee shall be an employee covered by the appendix. the management shall recognize such committee when the union informs the management of their names in writing.

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

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

8.03 The board will pay the union committee members their regular wages while participating in negotiations with the Management during the employees' regular working hours. If the employees are scheduled to work other than a regular day shift on the day of a negotiations meeting, appropriate arrangements will be made through the Human Resources Branch.

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

**ARTICLE 9 - COMPLAINT AND GRIEVANCE
PROCEDURE**

9.01 Any grievance alleging unjust discharge or suspension shall be treated as a special grievance if it is placed in writing, dated and signed and presented directly to the General Manager or his/her designate within three (3) working days of the occurrence at Step 2 of the grievance procedure. The matter shall proceed from there, including arbitration if necessary.

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

(b) Any disciplinary action or notice given to an employee or employees must be given within five (5) working days of the employer becoming aware of the incident or such notice or action is null and void.

9.03 If the complaint of an employee cannot be resolved with their immediate supervisor, then the matter becomes a grievance which shall be reduced to writing, dated, and signed, and presented to the General Manager or his/her designate within the five (5) working day period set out in 9.02 above, and processed as follows:

9.04 a) If a complaint or grievance affects a majority of employees in the bargaining unit or a particular branch, then the matter may be presented by the Union at Step 2 of the grievance procedure within ten (10) working days of the circumstances giving rise to the grievance.

b) Similarly if the Management has a complaint or grievance concerning the conduct of the Union or its committee member or members, then this may be presented to the Union at Step 2 of the grievance procedure within ten (10) working days of the circumstances giving rise to the grievance. Either of these grievances may proceed to arbitration if necessary.

STEP NO. 1

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

STEP NO. 2

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

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

9.06 Any of the time limits set out above may be extended by mutual agreement between the parties involved. For purposes of this article, working days shall be Monday to Friday inclusive.

9.07 Copies of all written replies from Management related to any step of the grievance procedure, shall be forwarded to the secretary of the union. A copy will also be sent to the Chief Shop Steward.

ARTICLE 10 - ARBITRATION

10.01 (a) Where a difference arises between the parties relating to the interpretation, application or administration of this collective agreement, including any question as to whether a matter is arbitrable, or when an allegation is made that this collective agreement has been violated, either of the parties may, after exhausting the grievance procedure, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's suggestion for an arbitrator. The recipient of the notice shall, within five (5) days inform the other party of the name of its suggestion of an arbitrator.

(b) Either party may request the Minister of Labour for Ontario to appoint an arbitrator under Section 45 of the Labour Relations Act of Ontario, or other sections of the Act as may be applicable from time to time, in order to expedite the settlement of any grievance.

10.02 If the recipient of the notice fails to suggest an arbitrator or if the parties fail to agree upon an arbitrator within the five (5) day limit, the appointment of an arbitrator shall be made by the Minister of Labour for Ontario upon the request of either party.

10.03 The arbitrator shall hear and determine the difference or allegation and shall issue a decision which shall be final and binding upon the parties affected by it.

10.04 If either party requests that a board of arbitration be used instead of an arbitrator, then a board shall be set up. The payment of and powers of an arbitrator or a board of arbitration shall be as outlined in the Labour Relations Act of the Province of Ontario.

10.05 The decision of the arbitrator or the board of arbitration shall be final, binding and enforceable on all parties. The board of arbitration or the arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the board of arbitration or the arbitrator shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

ARTICLE 11 - DISCHARGE OR SUSPENSIONS

11.01 Copies of any discharge or written disciplinary notices shall be given to the Union within two (2) working days. Such disciplinary notices shall be removed from an employee's work record after one (1) year of issue, provided there has been no recurrence or other cause for written disciplinary notices.

**ARTICLE 12 - LABOUR MANAGEMENT
COOPERATION COMMITTEE**

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

FUNCTION OF THE COMMITTEE

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

- (i) considering constructive criticism of all activities so that good relations be maintained between the employer and employee;
- (ii) increasing operating efficiency by promoting cooperation in effecting economy moves;
- (iii) improving the service to the public;
- (iv) reviewing suggestions from employees, questions of working conditions and service;

- (v) correcting of conditions making for grievances and misunderstandings;
- (vi) promoting education and training of staff;
- (vii) promoting ways and means of eliminating and reducing pollution, including consideration of re-cycling and other anti-pollution methods.
- (viii) promoting ways where employees be given the opportunity for constructive input at the planning stage of any construction, new or remedial;

(b) The committee shall meet at least once a month at a mutually agreeable time and place, unless the parties agree to do otherwise;

(c) An employer and union representative shall be designated as joint chairmen and shall alternate in presiding over meetings;

(d) The Management shall supply secretarial assistance for the taking of minutes and shall furnish copies of said minutes within five (5) working days following each meeting.

ARTICLE 13 - SENIORITY

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

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

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

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

- (i) The employee resigns or is discharged and not reinstated;
- (ii) The employee overstays any leave of absence or is absent without leave without a satisfactory reason:
- (iii) The employee is on lay-off for six (6) consecutive months or fails to return to work at the same or like classification within five (5) calendar days following notification by registered mail (except in the event of a national, regional or rotating strike or postal lock-out or otherwise) or by telegram, to the last known address following lay-off. Employees shall have the responsibility to keep the Management informed of their current address and telephone number. The term "like classification" shall not be taken to mean that the hourly rates are similar. It is understood that an employee is not required to have a telephone as a condition of employment.

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

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

13.05 (a) In the event that employees have to be laid off the Management shall consider the qualifications for the available work and the seniority of employees and where these factors are relatively equal, employees with the least seniority shall be the first to be laid off. Employees will be recalled from lay-off as their particular skills are required and when these factors are relatively equal, seniority shall apply provided that the Management shall maintain an experienced and efficient work force.

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

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

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

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

(c) Both parties recognize:

(i) The principle of promotion within the service of the Employer;

(ii) That job opportunity should increase in proportion to length of service;

(iii) That consideration will be given to training applicants at Management's expense.

(d) In making staff changes, transfers, or promotions, appointment shall be made of applicants having the required qualifications and where qualifications are equal, seniority shall be the governing factor.

(e) Appointments from within the bargaining unit shall be made within six (6) weeks of posting.

13.07 (a) If an employee is transferred to a position outside of the bargaining unit, he/she shall continue to accumulate seniority with the Management. An employee shall have a right to return to a position in the bargaining unit. If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her experience and qualifications. But such return shall not result in the lay-off or bumping of any employee. No employee shall be transferred to another employer without his/her consent.

(b) If any member of the Management returns to to the bargaining unit, he/she shall retain the seniority previously earned while a member of the bargaining unit, plus up to seventeen (17) weeks additional seniority commencing from the date of the employee's promotion.

(c) An employee transferred or promoted to another position in a different classification will be required to serve a trial period of two (2) months in that position. In the event of the employee's performance being considered unsatisfactory or should the employee be unsatisfied during this trial period the employee will revert to his/her former position.

13.08 Employees who become partially disabled by injury, illness or advanced age and, therefore, cannot perform the normal requirements of any regular job, may be given a special job by the Management. Such job not to be posted. This employee shall not displace an employee with more seniority nor shall the employee exercise seniority rights.

A wage rate mutually agreeable to the Union and Management and commensurate with duties will be assigned to these employees. The matter will be discussed with the Union before being effective for any employee.

13.09 In order that the operations of the union will not become disorganized when lay-offs are made, members of the local's executive board and chief shop steward shall be the last persons laid off during their term of office.

ARTICLE 14 - HOURS OF WORK

14.01 Nothing in this collective agreement shall be misconstrued to mean a guarantee of work or pay or as a restriction on the number of hours to be worked.

14.02 The regular work week of employees shall be five (5) days of eight (8) hours worked each day. The starting times for all employees on the day shift shall occur between the hours of 06:00 and 10:29 hours and finish eight (8) worked hours later.

14.03 The classification of Purchasing Agent, Office Clerk, Records Keeper, Visitor Services clerk, Education Clerk, Co-ordinator of Volunteers, and Librarian shall continue to have a regular work week of five (5) days of seven (7) worked hours each and the hourly rates as noted in Appendix "A".

14.04 In accordance with the operating requirements as to the mechanical aspects of the Canadian Animal Domain Ride, employees in that area may be scheduled to work 9 days in one 2 week period and 11 days in the next 2 week period. The number of working days in two pay periods will be averaged so as to arrive at regular pay of 80 hours for each 2 week period provided the employee worked all scheduled days. This provision is subject to the permission of the Director of Employment Standards of Ontario to work such system with no overtime premium applicable.

14.05 (a) The times for the unpaid meal periods and for the paid "coffee breaks" of ten (10) minutes in each half shift shall be designated by the Management in accordance with operating requirements. Management may designate the taking of "coffee breaks" to an appropriate location close to the work area.

(b) The work schedule of each employee shall be set forth by the Management and posted convenient to the employee, and forty-eight (48) hours notice of any change in the schedule shall be given to the employee in writing unless mutually agreeable to do otherwise.

14.06 (a) For odd hours worked in excess of their regularly scheduled hours per day or per week, the employee shall receive payment at a rate of time and one half of his/her current rate of pay.

(b) When a full shift is worked on overtime, the employee may choose payment at the rate of time and one half his/her current rate of pay or lieu time at the rate of time and one half for all hours worked subject to the provisions of 22.07 (a). The employee must indicate his/her choice at the time of working the overtime.

14.07 Employees requested to work overtime shall cooperate to the best of their ability and shall do so in an emergency. as much notice as is practically possible shall be given of all required overtime. Consistent with the needs of the branch, overtime shall be distributed as equitably as possible to all eligible employees.

14.08 Any employee who has his/her hours of work changed at any time shall be given forty-eight (48) hours notice of such change in writing, except in the case of an emergency; and an employee requesting a shift change shall provide the Management with forty-eight (48) hours notice of such change in writing, except in the case of an emergency. In a declared emergency, the employee shall work, and if he/she is not satisfied that the situation was of an emergency nature, he/she may submit a grievance at Step 2 of the grievance procedure.

14.09 The Management will endeavour to provide that each employee who regularly works rotating shifts, shall regularly rotate from one shift to another so that an equal amount of time will be spent on each shift, unless it is mutually agreeable to the employee and his/her supervisor to do otherwise, and provided any variation does not adversely affect any other employee.

14.10 In order to serve the public while at the same time maintaining a balanced position between the biological needs of animals and the economic needs of the Institution, the Management shall schedule work for those employees involved in opening the Zoo to the public as follows:

- (i) From the start of Daylight Saving to September 30th shifts shall end no later than 20:30 hours;
- (ii) The Management may find it necessary to deviate from paragraph (i) hereof but shall do so only in special or abnormal circumstances;

- (iii) Starting hours of Utility Maintenance shall remain as heretofore in effect. Said starting hours may be adjusted from time-to-time by mutual agreement.

14.11 The Management will endeavour wherever feasible to provide all employees with a minimum of one week-end off in four except in the case where it is mutually agreeable to an employee and his/her supervisor to do otherwise, and provided any variation does not adversely affect any other employee.

14.12 Employees who request to switch days off and are granted permission to do so will not be eligible for any overtime premium for those days, except for excess hours worked on that day.

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

ARTICLE 15 - DEFINITION OF SHIFT

15.01 A shift shall be defined as commencing at any time between the hours of 10:30 and 05:59 hours.

15.02 There will be a shift bonus paid of forty eight cents (48c.) per hour effective upon ratification and as of April 1, 1990, fifty two cents (52c.) per hour.

15.03 Each employee working hours between 00:01 Saturday and midnight Sunday shall receive a weekend shift bonus of forty-eight cents (48c.) per hour effective upon ratification and, as of April 1, 1990, fifty two cents (52c.) per hour for all such hours worked provided no other shift bonus is paid or applicable.

15.04 Each employee commencing a shift at any time between 10:30 and 05:59 hours on a Saturday or a Sunday shall receive a shift bonus of fifty eight cents (58c.) per hour effective upon ratification and as of April 1, 1990, sixty two cents (62c.) per hour for all such hours worked provided no other shift bonus is paid or applicable.

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

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

**ARTICLE 16 - WORKING TEN STRAIGHT DAYS
- FOUR DAYS OFF**

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

ARTICLE 17 - LEAVES OF ABSENCE

17.01 Personal Leave

(a) The Management may grant leave of absence to an employee for legitimate personal reasons.

(b) Such leave shall be requested in writing and be paid or unpaid at the discretion of the General Manager, to be followed up in writing.

(c) An employee shall continue to accumulate seniority only during the first seventeen (17) weeks of such leave and not for the remainder thereof.

(d) When the employee returns from such leave of absence, the previously accumulated seniority and sick credits will be retained.

17.02 Citizenship Leave

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

17.03 Bereavement Leave

(a) An employee shall be allowed up to three (3) consecutive regular working days' leave without loss of regular pay, to make arrangements for and to attend the funeral of the employee's father, mother, spouse, or child, common-law spouse, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild.

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

17.04 Court Day

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

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

17.05 Maternity Leave

Maternity leave shall be granted in accordance with Part X1 of the Employment Standards Act.

a) An employee who is on maternity leave shall continue to accumulate seniority during her absence. However, her vacation entitlement for the year following her maternity leave shall be reduced in accordance with the length of the leave. The effective date of any future increase in annual vacation entitlement will be based on the employee's date of hire.

b) Employees shall be entitled to be reimbursed for all benefits for a period of four (4) months during maternity leave, provided they return to work for the Management for a minimum of two (2) months after completion of such leave.

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

d) When an employee, with at least one year's seniority legally adopts a child and the adoption agency recommends the employee's presence to care for the child, such employee may request a maximum of six (6) months leave of absence at no cost to the Management. The first three (3) months of this leave will constitute no loss of seniority. Seniority will be adjusted for the second three (3) months.

e) If an employee's doctor so recommends, she will be relieved of any specific duties which in her doctor's opinion are hazardous to her or her fetus, and may be given other duties for which she is qualified, if and when they are available until maternity leave begins. A wage rate mutually agreeable to Union and Management and commensurate with the duties will be assigned to the employee. The matter will be discussed with the Union before being effective for any employee.

17.06 EMPLOYEE EXCHANGE PROGRAMME

(a) Employees may request permission to take part in an employee exchange programme with another zoological institution provided the programme is related to their duties at the Metropolitan Toronto Zoo. Such leave, if approved by the General Manager, shall be at no additional expense to the Management. Seniority will continue to accumulate during the period of time in which the employee is involved in the programme.

(b) The Management agrees to keep persons engaged in exchange programmes on the establishment, subject to Article 13.05, provided that he/she returns to work on or before the date agreed to by the parties. An employee who fails to return to work by the agreed date, without just cause, shall be deemed to have resigned his/her employment and shall be terminated by Management.

(c) Employees granted permission to take part in an employee exchange programme shall not accumulate leave for illness allowance or vacation credits during the term of the exchange. Upon his/her return from the programme, the employee shall retain the previously accumulated leave for illness allowance. The effective date of any future increase in annual vacation entitlement will be based on the employee's date of hire.

(d) An employee, if he/she so requests, may have his/her benefits continued provided this exchange does not result in any additional cost to the Management. All arrangements regarding this programme will be co-ordinated by the Human Resources Branch.

(e) An employee returning from an exchange programme shall be placed in the same classification and grade as he/she occupied prior to entering into the programme.

(f) If an employee who is at the highest level of his/her classification enters into an exchange programme, an employee(s) who is/are qualified shall be appointed to that level for the duration of the exchange.

(g) An employee participating in an exchange will be given a written statement listing benefits and conditions of the exchange, such a statement must be signed by the employee and the employer.

17.07 An employee with two or more years of seniority may be granted an unpaid leave of absence at no cost to Management and without loss of seniority for educational purposes which are related to the Metropolitan Toronto zoo.

ARTICLE 18 - LEAVE FOR ILLNESS

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

(b) For the purpose of this clause, uninterrupted service shall be any months where the employee was continuously paid for time worked or paid out of his/her accumulated leave for-illness allowance or was on an authorized leave.

(c) Employees will be informed annually of their leave-for-illness accumulation.

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

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

18.03 Effective upon ratification and up until March 31, 1990;

An employee may use up to 4 days leave to be deducted from his/her accumulated leave for illness allowance to care for immediate family members, subject to the approval of the General Manager or his/her designate. A sick note will be required after three (3) days continuous leave as provided in Article 18.04 (a).

Effective April 1, 1990, increase from 4 days leave to 6 days leave.

18.04 (a) An employee after three (3) consecutive working days absence due to illness or accident shall provide his/her supervisor with a medical certificate from a recognized medical practitioner, detailing the illness or accident. In the event of a lengthy illness an employee is expected to update his/her supervisor of the status of his/her condition at least once a week.

(b) In addition to the requirement of (a) above, management may request from any employee with more than five (5) occurrences of single or multiple days illness within a contract year, a similar medical certificate for each additional occurrence due to illness.

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

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

(e) The five (5) occurrences provided for in paragraph (b) above will not include leave for-illness which is accrued under Worker's Compensation or leave-for-illness which has been verified by a medical certificate.

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

ARTICLE 19 - SICK PAY GRATUITY

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

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

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

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

20.01 The Management will administer the following coverage for employees:

(a) Group life insurance of \$5,000 for all employees (with an option of an amount equal to twice the annual salary of such employee). The premium cost for the basic \$5,000 coverage, and the premium cost for the first half of the coverage in excess of the basic \$5,000 shall be borne by Management. The premium cost for the remaining coverage shall be borne by the employee through regular payroll deductions.

The Board of Management will continue a basic \$3,000 life insurance coverage for employees who retire on an immediate unreduced service or disability pension to age 65.

(b) Ontario Health Insurance Plan (billed rate).

(c) Equivalent to Blue Cross Plan for semi-private care.

(d) Major medical coverage including prescription drugs with annual deductible of \$20.00 (family) and \$10.00 (single) to include eye-glass benefit of \$175.00 every two years, effective July 1, 1989.

(e) A Dental Plan providing benefits equivalent to those obtained in C.U.M.B.A. Red Plan (no deductible), with Riders 1 & 2, including a major restorative rider on a 50% co insurance basis with an annual maximum payment provision of \$1,000 per person. Expenses to be covered will be as follows: Single crown restoration (Caps) inlays, onlays, and gold fillings, excluding fixed bridgework.

(f) The Management agrees to institute coverage to provide orthodontic care to a lifetime maximum of \$2,000.00 based on 50% payment of current O.D.A. rates.

(g) Effective July 1, 1989, the Management will provide paramedic coverage for the services of a licensed chiropractor, osteopath, and podiatrist, \$15.00 per visit, \$35.00 maximum for x-rays to a total of \$200.00 and payable only after O.H.I.P. ceases to pay any portion of the expenses.

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

20.03 For employees who retire on an unreduced early retirement pension, the Management will pay the premiums for basic coverage for group life insurance, O.H.I.P., major medical including semi-private and dental plan, up to age 65.

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

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

20.06 Long Term Disability

The Management will, through an insurer authorized to carry on business in the Province of Ontario, provide a Long Term Disability Plan for employees. The Management will pay 100% of the cost thereof to provide a Long Term Disability benefit of 75% of basic salary, to a maximum benefit of \$2,500.00 per month for disability claims arising on or after the date herein inclusive of any benefits paid under any pension plan, insurance plan, Worker's Compensation, or any other plan to which Management makes contributions, such Long Term Disability to be payable after six month's continuous absence from work on account of illness or injury, provided that no employee shall be eligible for Long Term Disability Plan payments as long as he she is in receipt of sick pay benefits from the Management.

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

ARTICLE 21 - VACATIONS WITH PAY

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

- (i) one or more years of continuous service as of anniversary date: two (2) weeks
- (ii) after two or more years of continuous service as of the anniversary date: three (3) weeks;
- (iii) after nine or more years of continuous service as of the anniversary date: four (4) weeks;
- (iv) after seventeen or more years of continuous service as of the anniversary date: five (5) weeks;
- (v) effective April 1, 1989, after twenty-three or more years of continuous service as of the anniversary date: six (6) weeks

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

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

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

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

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

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

- (i) 2 weeks entitlement 4%
- (ii) 3 weeks entitlement 6%
- (iii) 4 weeks entitlement 8%
- (iv) 5 weeks entitlement 10%
- (v) 6 or more weeks entitlement 12%

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

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

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

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

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

(f) When an employee wishes to cancel a period of vacation which has been approved pursuant to the provisions of this Article, he/she must do so not less than 60 days prior to the scheduled beginning of the vacation period. If such cancellation takes place, Management will notify any other eligible employees of the available vacation. All applications received shall be processed on a seniority basis.

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

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

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

(c) When an employee on a scheduled period of vacation is hospitalized or confined to his/her residence for one week or more of such vacation as a result of serious illness or accident, such employee shall be entitled to claim leave-for-illness in lieu of vacation for such days of hospitalization provided that written notice is given to the general director, or his designate, at the commencement of hospitalization and subsequent O.H.I.P. verification is provided on the employee's return and a doctor's certificate verifying length of illness.

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

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

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

1. Inside Gardeners
2. Outside Gardeners
3. Health Unit Keepers and Africa Paddocks North
4. Health Unit Technician
5. Office Clerk - Grade 3 (Health Unit and Maintenance)
6. Africa Paddocks South and Elephants
7. Americas Pavilion and Paddocks
- a. Africa Pavilion
9. Australasia Pavilion, Littlefootland, Bird Demonstrations, Outdoor Holding
10. Eurasia Paddocks
11. Canadian Domain, Main Barn
12. Records Keeper/Librarian and Curators in Training
13. Driver and Driver/Printer
14. Carpentry/Painting
15. Electrical/Welding
16. Utilities
17. Vehicles/Garbage
18. Cleaning (Night persons/ Day persons separately)
19. Domain Ride
20. General Maintenance
21. Tool Crib
22. Office Clerks (Finance)
23. Office Clerks (Public Relations)
24. Graphics Production Assistants
25. Visitor Services Clerk
26. Commissary
27. IndoMalaya Pavilion and Paddocks
28. Education
29. Co-ordinator of Volunteers & Office Clerk

ARTICLE 22 - PAID HOLIDAYS

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

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

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

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

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

22.03 (a) To qualify for holiday pay, an employee must work on his/her regular day of work preceding and following the holiday, unless other arrangements have been made with the Human Resources Manager or his/her designate.

(b) An employee does not qualify for pay for any holiday if he/she:

22.03 (i) Has been employed for less than three (3) months;

(ii) Has not earned wages for at least twelve (12) working days during the four weeks immediately preceding the holiday;

(iii) Is scheduled to work on that statutory holiday and, without reasonable cause, fails to report for and perform the work.

(c) If an employee is scheduled to work on a statutory holiday but does not report due to illness, he/she may be paid out of his/her accumulated leave-for-illness allowance a regular eight (8) hour day.

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

(b) When an employee is scheduled to work five days in the week in which a statutory holiday occurs, but not upon the holiday, and is absent for a day due to sickness or other paid leave (but not vacation or lieu time) within that week, the statutory holiday will be counted **as** a day worked for the purpose of calculating overtime (subject to clause 22.03).

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

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

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

22.06 Holiday work is defined as all hours worked when the shift commences at any time on the holiday, between 00:01 and midnight on the day of the holiday.

22.07 (a) An employee shall have the option of time off in lieu of holiday pay, providing he/she actually worked on the holiday, or the holiday falls on his/her scheduled day off, and shall be entitled to accumulate lieu days up to a maximum of eight (8) days, in addition to any accumulated vacation days, which shall be taken at a time convenient to both parties. (An employee may accumulate a total of eight (8) days whether from statutory holidays or full shifts worked as in Article 14.06 (b)).

(b) The following written notice shall be given by employees of their intention to take lieu days:
1/2 - 3 days - One (1) weeks notice, with a written answer within 48 hours.
4 - 7 days - Two (2) weeks notice, with a written answer within 48 hours.

Note: Written answer within 48 hours not applicable if lieu time taken with vacation.

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

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

ARTICLE 23 - SAFETY

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

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

(b) Management may issue safety shoes instead of boots to employees in some areas, if so requested. Management has the final decision.

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

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

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

ARTICLE 24 - UNIFORMS

24.01 (a) Uniforms shall be required as a condition of employment for certain mutually agreed classifications and/or responsibilities. Classification to include Public Relations and Visitor Services.

(b) These uniforms shall be of a style and type designated by the Management and to be provided and maintained in good condition by the employer.

(c) The Management agrees to provide cleaning service for such uniforms while reserving the right to monitor the good condition of the uniforms. Employees will be required to take reasonable care of all uniforms that may have been issued to them.

(d) On termination of service with the Management all the uniforms revert to the Management.

(e) Employees are responsible for any and all clothing uniform items issued to them. It is therefore the responsibility of the employee to notify his/her Supervisor immediately of any losses and/or shortages.

24.02 Uniform parkas will be cleaned at least once a year at the Management's expense and if more frequent cleaning is necessary, it will be at the discretion of the Supervisor.

ARTICLE 25 - ALLOWANCES

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

(b) Employees temporarily assigned to non-bargaining unit positions shall receive the minimum rate for that job or the next higher rate if their regular rate exceeds the minimum rate. In no case shall an employee receive a rate of pay which exceeds that of his/her immediate supervisor, including premiums. If an employee works in the position the day before and the day after a statutory or declared holiday or authorized leave of absence with pay, the higher rate of pay will apply.

25.02 (a) Employees required to drive Management vehicles must be in possession of the appropriate driver's licence to qualify them to operate such vehicle in accordance with the requirements of the law.

(b) It shall be the employee's responsibility to inform the management of the classification of his/her driver's licence.

(c) Employees shall not normally be required to use their own vehicles to perform duties for Management, but if employees do use their own automobiles for authorized duties there shall be a travel allowance of twenty-seven (27) cents per kilometer paid, effective April 1, 1989.

(d) Authorized parking charges will be paid also, upon presentation of receipts.

25.03 Employees who have finished their regular day of work and have clocked out and who are recalled back to work, shall be guaranteed a minimum of three (3) hours work, or pay for each such recall.

25.04 An employee who is injured while performing his/her assigned duties at work during working hours, and who requires medical treatment, shall be transported to the place of such treatment by the Management and be paid for regular hours missed on the day of the injury, provided the employee reports back to work following treatment, or contacts his/her supervisor for instructions.

25.05 (a) An employee may be required in special circumstances on instructions from his/her Supervisor to stand by during time away from work up to the equivalent of a normal day.

(b) To recompense the employee for standing by, the Management will pay four hour's pay at current straight time rates.

(c) Should the employee work during the stand-by period, he/she will receive payment for the actual time worked at applicable rate or stand-by pay, whichever may be the greater.

25.06 (a) (i) The acting lead hand shall receive the rate of pay of the lead hand they are replacing. The lead hand shall be the person at the highest grades of the following classifications:

- Custodian
- Commissary Assistant
- Craftsperson
- Gardener
- Keeper
- Graphic Production Assistant
- Health Unit Technician
- Office Clerk
- Visitor Services Clerk

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

Health Unit
Commissary
Maintenance
Maintenance - Domain Ride
Australasia Pavilion including Eurasia Paddocks
Indo Malaya (Paddocks and Pavilion)
Americas (including African Pavilion)
Africa Paddocks (including Elephant House)
Canadian Animal Domain (including Outdoor Holdings and Main Barn)
Gardening
Visitor Services
Night Custodians
Day Custodians.

(b) For such absences of less than one hour, no acting appointment will be made but for such absences of more than one hour, the acting lead hand premium will be paid in full hour increments for all time for which the responsibility is held.

(c) Acting lead hand appointments will not be made when only one person is scheduled to work the shift.

(d) Persons who have not completed their probationary period will not be eligible for such appointments.

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

Grade 4 - Grade 3
Grade 3 - Grade 2
Grade 2 - Grade 1

except for the classifications of Office Clerk, Visitor Services Clerk and Maintenance Helper.

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

25.08 Persons operating the John Deere Tractor Unit, Vac-All truck, 3-Ton Dump truck, Garbage Packer truck and Wayne sweeper will receive a heavy equipment premium of twenty (20) cents per hour for those hours actually spent operating the equipment. Effective April 1, 1989 add cherry-picker.

Note: For the purpose of this Article, operating means either driving the vehicle or driving the vehicle and operating the equipment attached thereto.

ARTICLE 26 - CLASSIFICATIONS & ESTABLISHMENTS

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

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

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

26.02 An establishment will exist at the Grade 2 level in the classification of Health Unit Technician, Graphics Production Assistant and Craftspersons. An establishment will also exist at the Grade 3 level in the classification of Maintenance Helper, and Office Clerk, and an establishment will exist at the Grade 4 level in the classifications of Keeper, Keeper/Demonstrator, Gardener, Commissary Assistant and Custodian. In addition, a total establishment will exist at all other grade levels.

26.03 As a general rule a person hired from outside the zoo staff with virtually no experience, will be placed in the lowest grade of his/her classification. Any person who in Management's judgement has had previous relevant experience may be appointed at any point of any grade in the appropriate classification.

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

ARTICLE 27 - PROMOTIONS

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

4 Grades

(a) grade 1 to grade 2 - 2 years from starting date (or two (2) years from starting at the Grade 1 level).

(b) grade 2 to grade 3 - 4 years from starting date (or 2 years from starting at the grade 2 level)

(c) grade 3 to grade 4 - 7 years from starting date (or 3 years from starting at the grade 3 level).*

3 Grades

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

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

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

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

(a) The Supervisor's evaluation will count for 40% of the requirement for promotion.

(b) The examination will count for 60% of the requirement for promotion.

(c) The requirement for promotion will be 65%.

(d) Every attempt will be made to ensure the consistency of examination standards within each grade.

(e) The examinations must be relevant to the work performed by a person in the classification and grade to which it applies.

(f) Areas of examination questions may include, but are not limited to, site knowledge, safety, and job knowledge.

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

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

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

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

ARTICLE 28 - VOLUNTEERS

28.01 (a) The parties agree to the use of volunteers as required provided there is mutual agreement.

(b) No employee in the bargaining unit shall lose employment or seniority because of the use of volunteers by the Management or the use of persons not employed by the Board of Management.

(c) No volunteers shall do a bargaining unit job.

ARTICLE 29 - GENERAL

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

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

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

(c) All such calls must be logged.

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

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

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

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

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

29.08 The Management shall arrange to print the collective agreement at a union shop. employees shall be provided with copies of this collective agreement. The cost of same shall be shared equally between the Union and the Management. Copies of the contract will be distributed by the Union to members of the bargaining unit, during the employees' own time.

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

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

(b) An employee shall have the right to request copies of any material contained in his/her personnel file and shall be responsible for the actual minimum cost of the copies.

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

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

ARTICLE 30 - LEGAL COST REIMBURSEMENT

Where an employee is charged with an offense under the Criminal Code, The Highway Traffic Act, or other Statutes arising out of any act or acts done in the performance of his/her duties, it is the policy of the Board of Management that:

- (a) The employee charged shall, in the first instance, be responsible for his/her own defence including the retaining of legal counsel.
- (b) If the employee is acquitted of the charge and his/her legal costs do not exceed \$500.00, the General Manager shall be authorized to reimburse the employee for such costs on the approval of the Board of Management.
- (c) Where an employee is acquitted and his/her legal costs exceed \$500.00, the account shall be referred to the Board of Management for their consideration.



ARTICLE 31 - DURATION

31.01 The terms of this collective agreement, which supersedes all other written, expressed or implied, shall become effective from the 1st of April, 1989, until the 31st of March 1991.

31.02 In the event either party wishes to terminate or revise this agreement, they shall give the other party written notice not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the agreement, and shall meet as soon as practicable after such notice has been given with a view to reaching a new agreement.

31.03 In the event such notice is not given by either party, this agreement shall automatically renew itself for a further term of one (1) year and it shall continue to renew itself automatically from year to year thereafter unless written notice is given by either party to the other at a time within ninety (90) days prior to the expiry date.

FOR THE MANAGEMENT:

Calvin J. White-General Manager,
Robin D. Hale-Executive Director of Administrative
Services
George Rason-Curator
Ken Thompson-Human Resources Manager
Jim Middlemass-Manager, Maintenance & Construction

FOR THE UNION:

Tom Morrison-President
Jim Hennelly-Chief Shop Steward
Trevor Chambers-Member
Pat McCarthy-Shop Steward
Robt. Byers-C.U.P.E. Representative

Dated at Scarborough this twenty-third day of June,
nineteen hundred and eighty-nine.

APPENDIX

April 1, 1989

<u>Classification</u>	<u>Start Rate</u>	<u>3 Mo Rate</u>	<u>6 Mo Rate</u>
Group A			
Commissary Asst.Gr.1	11.58	12.36	12.87
*Custodian Gr.1	10.97	11.70	12.19
Gardener Gr.1	11.60	12.37	12.89
Keeper Gr.1	11.58	12.36	12.87
Keeper Demonstr.Gr.1	11.58	12.36	12.87
*Maintenance Helper Gr.1	11.10	11.84	12.33
Group B			
Commissary Asst.Gr.2	12.19	13.00	13.54
*Custodian Gr.2	12.02	12.83	13.36
Driver	12.10	12.90	13.44
*Gardener Gr.2	12.20	13.02	13.56
Keeper Gr.2	12.19	13.00	13.54
Keeper Demonstr.Gr.2	12.19	13.00	13.54
Group C			
*Custodian, Gr.3	12.36	13.18	13.73
*Driver Watchman Gr.2	12.28	13.09	13.64
*Maintenance Helper Gr.2	12.36	13.18	13.73
Group D			
Commissary Asst.Gr.3	13.33	14.22	14.81
*Custodian Gr.4	12.73	13.57	14.14
Gardener Gr.3	13.35	14.24	14.83
Keeper Gr.3	13.33	14.22	14.81
Keeper Demonstr.Gr.3	13.33	14.22	14.81
Health Unit Tech.Gr.1	13.33	14.22	14.81

NOTE

Starting rate is 90% of the 6 month rate.
3 month rate is 96% of the 6 month rate.

APPENDIX A

APRIL 1, 1989

<u>Classification</u>	<u>Start Rate</u>	<u>3 Mo Rate</u>	<u>6 Mo Rate</u>
Group E			
Driver Printer	13.22	14.10	14.69
Graphics Prod.Asst.Gr.1	14.31	15.26	15.90
*Maintenance Helper Gr.3	12.98	13.84	14.42
*Shipper/Receiver	12.70	13.55	14.11
Group F			
Commissary Asst.Gr.4	13.88	14.80	15.42
Gardener Gr.4	13.83	14.76	15.37
Keeper Gr.4	13.88	14.80	15.42
Keeper Demonstr.Gr.4	13.88	14.80	15.42
Health Unit Tech.Gr.2	13.88	14.80	15.42
Group G			
Curator-in-Training	14.13	15.07	15.70
Graphics Prod.Asst.Gr.2	15.06	16.06	16.73
Craftsperson Gr.1	14.66	15.64	16.29
Craftsperson Gr.2	15.40	16.43	17.11
*Handyperson	13.46	14.36	14.96
Group H			
*Office Clerk Gr.1	11.04	11.78	12.27
Visitor Serv.Clerk Gr.1	11.57	12.35	12.86
*Office Clerk Gr.2	12.18	12.99	13.53
Office Clerk Gr.2 Mkt.	12.92	13.78	14.35
Visitor Serv.Clerk Gr.2	12.79	13.64	14.21
Librarian	13.12	14.00	14.58
*Office Clerk Gr.3	13.04	13.91	14.49
Office Clerk Gr.3 Acc.	13.52	14.42	15.02
Records Keeper	13.49	14.39	14.99
Purchasing Agent	15.36	16.39	17.07
Education Clerk	13.12	14.00	14.58
Exhibit Technician	15.06	16.06	16.73

NOTE

Starting rate is 90% of the 6 month rate.
3 month rate is 96% of the 6 month rate.

APPENDIX A

April 1, 1990

<u>Classification</u>	<u>Start Rate</u>	<u>3 MO. Rate</u>	<u>6 Mo. Rate</u>
Group A			
Commissary Asst.Gr.1	12.36	13.18	13.73
Custodian Gr.1	11.71	12.49	13.01
Gardener, Gr.1	12.38	13.20	13.75
Keeper, Gr.1	12.36	13.18	13.73
Keeper Demonstr.Gr.1	12.36	13.18	13.73
Maintenance Helper Gr.1	11.84	12.63	13.16
Group B			
Commissary Asst.Gr.2	13.01	13.87	14.45
Custodian Gr.2	12.83	13.69	14.26
Driver	12.91	13.77	14.34
Gardener Gr.2	13.02	13.89	14.47
Keeper Gr.2	13.01	13.87	14.45
Keeper Demonstr.Gr.2	13.01	13.87	14.45
Group C			
Custodian Gr.3	13.19	14.06	14.65
Maintenance Helper Gr.2	13.19	14.06	14.65
Group D			
Commissary Asst.Gr.3	14.22	15.17	15.80
Custodian Gr.4	13.58	14.49	15.09
Gardener Gr.3	14.24	15.19	15.82
Keeper Gr.3	14.22	15.17	15.80
Keeper Demonstr.Gr.3	14.22	15.17	15.80
Health Unit Tech. Gr.1	14.22	15.17	15.80

NOTE

Starting rate is 90% of the 6 month rate.
3 month rate is 96% of the 6 month rate.

APPENDIX A

April 1, 1990

<u>Classification</u>	<u>START</u> <u>Rate</u>	<u>3 MO.</u> <u>Rate</u>	<u>6 MO.</u> <u>Rate</u>
Group E			
Driver Printer	14.10	15.04	15.67
Graphics Prod.Asst.Gr.1	15.27	16.29	16.97
Maintenance Helper Gr.3	13.85	14.77	15.39
Shipper/Receiver	13.55	14.46	15.06
Group F			
Commissary Asst.Gr.4	14.81	15.79	16.45
Gardener Gr.4	14.76	15.74	16.40
Keeper Gr.4	14.81	15.79	16.45
Keeper, Demonstr.Gr.4	14.81	15.79	16.45
Health Unit Tech.Gr.2	14.81	15.79	16.45
Group G			
Curator-in-Training	15.08	16.08	16.75
Graphics Prod.Asst.Gr.2	16.07	17.14	17.85
Craftsperson Gr.1	15.64	16.68	17.38
Craftsperson Gr.2	16.43	17.53	18.26
Handyperson	14.36	15.32	15.96
Group H			
Office Clerk Gr.1	11.78	12.57	13.09
Visitor Serv.Clerk Gr.1	12.35	13.17	13.72
Office Clerk Gr.2	13.00	13.86	14.44
Office Clerk Gr.2 Mkt.	13.78	14.70	15.31
Visitor Serv.Clerk Gr.2	13.64	14.55	15.16
Librarian	14.00	14.94	15.56
Office Clerk Gr.3	13.91	14.84	15.46
Office Clerk Gr.3 Acc.	14.43	15.39	16.03
Records Keeper	14.39	15.35	15.99
Purchasing Agent	16.39	17.48	18.21
Education Clerk	14.00	14.94	15.56
Exhibit Technician	16.07	17.14	17.85

NOTE

Starting Rate is 90% of the 6 month rate.
3 month rate is 96% of the 6 month rate.

APPENDIX A

1. Wage Parity: There shall be a continuation of the implementation of increases with a \$.50/hr. cap per annum and red circling. Minimum increase for any full time permanent employee shall be \$.25.

2. Wage re-opener: The Board agrees to re-open the Collective Agreement for the purpose of re-negotiating 1990 wages only if the consumer price index (Toronto) during 1990 expressed in a percentage change is 8.5% above the level of the March 1990, consumer price index (Toronto).

In the event the Collective Agreement is re-opened, the parties' respective rights to strike or lockout shall be governed by the Labour Relations Act, R.S.O. 1980 as amended.

APPENDIX B

LETTER OF INTENT

1. The employees' portion of the Unemployment Insurance Commission rebate, if any, shall be paid to and deposited into the Local 1600 Benevolent Fund on an annual basis.
2. The parties agree that employees classified as Handypersons will be replaced by Craftspersons as vacancies occur, and the classification of Handyperson shall be eliminated through attrition.
3. It is the intention of the Management to appoint an additional Maintenance Helper Grade 3 within 30 days following the ratification of this Collective Agreement. This appointment will be subject to Article 13 of the Collective Agreement.
4. The Management will attempt, through the budget process, to increase the number of lead hand positions by one. The area to which the additional lead hand will be assigned, if approved, will be decided by the Management in accordance with operational requirements.
5. Upon ratification by both parties, the Union agrees to withdraw its grievance dated 89-04-12, regarding the position of Communications Officer and agrees to take no further action on this matter.
6. Job Sharing. The party agrees that during the term of this Collective Agreement, they will proceed with a pilot project for job sharing. The pilot project will be evaluated 6 months after commencement.

APPENDIX C

An employee in receipt of a Workers' Compensation who is on the active payroll shall continue to receive the following benefits.

1. Seniority: Continues to accumulate
2. Pay: Provided the employee has qualified for leave for illness allowance in accordance with Article 18, the Management will pay an amount equal to the difference between the amount payable by the Workers' Compensation Board and the rate of pay of the employee's classification. The said difference to be deducted from the employee's leave for illness allowance. Upon request, the employee will provide official verification of the amount of the claim.
3. Sick Days: Accrue at 1.5 days per month as normal.
4. Vacation Pay: Normal accrual. (Vacation pay may be requested while on Workers' Compensation, during which time sick pay will be interrupted.
5. Statutory Holidays: Paid while sick benefits apply.
6. Floating Day: As normal.
(may be used as eight (8) hour day or to save sick pay.)
7. O.H.I.P.: (Ontario Hospital Insurance Plan) Paid by Metropolitan Toronto Zoo.
8. C.U.M.B.A. (Major Medical Drug Plan) Paid by Metropolitan Toronto Zoo.

9. L.T.D. (Long Term Disability) North American Life Assurance Co. Paid by Metroplitan Toronto Zoo.
10. C.U.M.B.A.: (Dental Care Plan) Paid by Metropolitan Toronto Zoo.
11. Group Life: (North American Life Assurance Co.) Zoo pays benefits, employee pays own portion.
12. O.M.E.R.S.: (Ontario Municipal Employees Retirement System)
Employee may elect to pay their full portion for the first four (4) months; employer will match portion.

OR

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

13. C.P.P. (Canada Pension Plan) Is paid as applicable.
14. U.I.C. (Unemployment Insurance Commission) Is paid as applicable.

Workers' Compensation pays 90% of net earnings after deductions for Income Tax, C.P.P. and U.I.C.

**APPENDIX
RE:**

NON-PERMANENT STAFF

DEFINITIONS OF CATEGORIES

- A. **TEMPORARY:** hired for a specific period of time to replace a full-time permanent employee who is absent from his/her position by reason of illness, accident, approved leave of absence, or assignment to a special project.

- B. **PART-TIME EMPLOYEE:** hired for an indefinite period of time and works 24 hours or less per week on a regular basis.

- C. **SEASONAL:** Persons employed during the school/university vacation period.

- D. **CASUAL & GRANT EMPLOYEES:** Persons hired to work on specific projects of limited duration.

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

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

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

JAN 24 1990

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PREAMBLE TO APPENDIX

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

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION AND SCOPE

2.01 The Management recognizes the Union as the sole and exclusive bargaining agent for all employees in that physical area known as the Metropolitan Toronto Zoo and its immediate environs, which includes barns either leased or operated by the Management, save and except Supervisors; Curators: Secretaries to the General Manager, Executive Director of Administrative Services, Director of Live Collections, Director of Support Services, and any other person performing confidential and labour relations functions in the Human Resources Branch who has access to confidential information; Payroll Supervisor; Nursing Staff: Security Guards; and persons working for the Metro Toronto Zoological Society.

2.02 In this article 'Supervisors' means persons exercising Managerial functions in accordance with the Ontario Labour Relations Act.

2.03 No employee shall be hired under this Appendix at the expense of a full time permanent employee.

ARTICLE 3 - NO DISCRIMINATION

3.01 Neither the Management nor the Union, nor any representative of either party shall discriminate against, interfere with, restrict or coerce any employee because of any participation or lack of participation in any Union activity.

3.02 No employee shall be required to make a written or oral agreement with the Management which conflicts with the specific terms of this collective agreement.

3.03 The employer agrees that there will be no discrimination, interference, restriction, or coercion exercised or practised with respect to any person in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, nationality, ancestry, place of origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of his/her membership or activity in the Union.

3.04 Every employee has the right to be free from harassment in the workplace and from any reprisal or threat of reprisal for the rejection of such behaviour.

Therefore, the parties agree that they will give their full support to the spirit and intent of the protection of the Ontario Human Rights Code, 1981, as amended and/or any other legislation that may be enacted from time-to-time, for the purpose of protecting or strengthening these rights.

3.05 Employees who become related, including common-law spouse resident with the employee:

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

ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS

4.01 Save and except any clause in this collective agreement, the Management shall have the absolute right to increase or decrease the establishments while maintaining a work force of not less than 150 full-time permanent employees, to schedule, direct, recruit, discharge, classify, transfer, promote, demote, maintain order, discipline and efficiency and without restricting the generality of the foregoing, select, acquire, install and operate any equipment, plant and machinery as it deems necessary.

4.02 Said absolute rights shall not be exercised in an arbitrary or discriminatory manner or a manner inconsistent with the provisions of this Appendix.

ARTICLE 5 - UNION CONDITIONS

5.01 The Management will inform every new employee of the existence of the collective agreement and direct their attention to articles 5.02, 5.03 and 5.05.

5.02 All employees coming within the scope of this Appendix shall become members of the Union upon commencement of employment and thereafter shall remain as such members in good standing, according to the Constitution of the Canadian Union of Public Employees.

5.03 (a) The Management will deduct the regular monthly Union dues and initiation fees from the wages of all employees in the bargaining unit from the first full pay cheque following the date of employment and each pay cheque thereafter.

(b) The Management shall notify the Recording Secretary of the Union of all new bargaining unit employees, their names, their supervisor's name and date of enrollment each month.

(c) The Management shall introduce a Union Representative at the orientation meetings for the purpose of informing new members about the Union activities and conditions. For those employees who are hired for other than seasonal work Article 6.03 of the main agreement will apply.

5.04 The Management shall forward such deductions to the Secretary-Treasurer of the Union not later than the 15th day of the month following the month in which such deductions are made and a list of the employees from whom the deductions were made will accompany such remittance.

5.05 The Management shall not be required to discharge an employee who has been expelled or suspended from membership in the Union.

5.06 The Union shall save the Management harmless for any and all amounts deducted from employees' earnings in accordance with the terms in this article.

5.07 (a) The Management shall notify the Recording Secretary of the Union, each month of all terminations, resignations, transfers, promotions and leaves of absence in excess of one month granted to members of the Bargaining Unit.

(b) The Union will be notified two (2) weeks following Labour Day of all seasonal employees who have completed their assignments. Seasonal employee terminations occurring prior to Labour Day will be forwarded on a bi-weekly basis.

5.08 There will be no Union meetings at the Zoo site without the express written consent of the General Manager or his/her designate.

5.09 The Union may use the Management's bulletin boards on which to post notices, provided such notices are first approved by the General Manager or his/her designate.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

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

ARTICLE 7 - UNION REPRESENTATION

7.01 (a) The Union may select a committee of up to six (6) employees who shall represent the Union and employees at negotiations. If six (6) employees are used, one (1) employee shall be an employee covered by the appendix. The Management shall recognize such committee when the Union informs the Management of their names in writing.

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

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

7.03 The Board will pay the Union committee members their regular wages while participating in negotiations with the Management during the employees' regular working hours. If the employees are scheduled to work other than a regular day shift on the day of a negotiations meeting, appropriate arrangements will be made through the Human Resources Branch.

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

**ARTICLE 8 - COMPLAINT AND GRIEVANCE
PROCEDURE**

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

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

(b) Any disciplinary action or notice given to an employee or employees must be given within five (5) working days of the employer becoming aware of the incident or such notice or action is null and void.

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

8.04 (a) If a complaint or grievance affects a majority of employees in the bargaining unit or a particular branch, then the matter may be presented by the Union at step No. 2 of the grievance procedure within ten (10) working days of the circumstances giving rise to the grievance.

(b) Similarly if the Management has a complaint or grievance concerning the conduct of the Union or its committee member or members, then this may be presented to the Union at step No. 2 of the grievance procedure within ten (10) working days of the circumstances giving rise to the grievance. Either of these grievances may proceed to arbitration if necessary.

STEP NO. 1

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

STEP NO. 2

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

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

8.06 Any of the time limits set out above may be extended by mutual agreement between the parties involved. For purposes of this article, working days shall be Monday to Friday inclusive.

8.07 Copies of all written replies from Management related to any step of the grievance procedure, shall be forwarded to the secretary of the Union. A copy will also be sent to the chief shop steward.

ARTICLE 9 - ARBITRATION

9.01 (a) Where a difference arises between the parties relating to the interpretation, application or administration of this collective agreement, including any question as to whether a matter is arbitrable, or when an allegation is made that this collective agreement has been violated, either of the parties may, after exhausting the grievance procedure, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's suggestion for an arbitrator. The recipient of the notice shall, within five (5) days inform the other party of the name of its suggestion of an arbitrator.

(b) Either party may request the Ministry of Labour for Ontario to appoint an arbitrator under section 45 of the Labour Relations Act of Ontario, or other sections of the Act as may be applicable from time-to-time, in order to expedite the settlement of any grievance.

9.02 If the recipient of the notice fails to suggest an arbitrator or if the parties fail to agree upon an arbitrator within the five (5) day limit, the appointment of an arbitrator shall be made by the Ministry of Labour for Ontario upon the request of either party.

9.03 The arbitrator shall hear and determine the difference or allegation and shall issue a decision which shall be final and binding upon the parties affected by it.

9.04 If either party requests that a board of arbitration be used instead of an arbitrator, then a board shall be set up. The payment of and powers of an arbitrator or a board of arbitration shall be as outlined in the Labour Relations Act of the Province of Ontario.

9.05 The decision of the arbitrator or the board of arbitration shall be final binding and enforceable on all parties. The board of arbitration or the arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the board of arbitration or the arbitrator shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

ARTICLE 10 - DISCIPLINARY NOTICES

10.01 After seniority is achieved, copies of any discharge or written disciplinary notices shall be given to the Union within two (2) working days. Such disciplinary notices shall be removed from an employee's work record after 2080 hours of work, provided there has been no reoccurrence or other cause for written disciplinary notices.

**ARTICLE: 11 - LABOUR MANAGEMENT
COOPERATION COMMITTEE**

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

FUNCTION OF THE COMMITTEE

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

(i) Considering constructive criticism of all activities so that good relations be maintained between the employer and employee;

(ii) Increasing operating efficiency by promoting cooperation in effecting economy moves;

(iii) Improving the service to the public;

(iv) Reviewing suggestions from employees, questions of working conditions and service;

(v) Correcting of conditions making for grievances and misunderstandings;

(vi) Promoting education and training of staff;

(vii) Promoting ways and means of eliminating and reducing pollution, including consideration of re-cycling and other anti-pollution methods;

(viii) Promoting ways where employees be given the opportunity for constructive input at the planning stage of any construction, new or remedial;

11.01 (b) The committee shall meet at least once a month at a mutually agreeable time and place, unless the parties agree to do otherwise;

(c) An employer and Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings;

(d) The Management shall supply secretarial assistance for the taking of minutes and shall furnish copies of said minutes within five (5) working days following each meeting.

ARTICLE 12 - SENIORITY

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

For the purposes of this clause uninterrupted service shall mean the employee continuously received wages for a full five day week for each week during a calendar month, or was paid out of his/her leave-for-illness allowance, if applicable.

(b) 2,080 hours paid will count for 1 year seniority.

(c) Accumulation of time towards acquiring seniority for the purpose of lay-off, recall, vacation, transfers, re classification and promotions for present employees covered by this Appendix will commence on January 1, 1983 or the date of hire if after this date.

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

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

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

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

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

12.05 Management shall maintain a seniority list for all employees covered by this appendix. This list will be revised every January and a copy will be posted in all bulletin boards and will be sent to the Union. Seniority once acquired shall be lost and the employment of an employee terminated if:-

- 12.04** (a) i. The employee resigns or is discharged and not reinstated.
- ii. The employee is absent without satisfactory reason.
- iii. The employee is on lay off for ten (10) consecutive months.
- iv. Fails to return to work from a lay-off within five (5) calendar days following the offer of employment to any position offered except for reasons acceptable to Management.

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

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

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

12.05 (a) In the event that employees have to be laid off the Management shall consider the qualifications for the available work and the seniority of employees and where these factors are relatively equal, employees with the least seniority shall be the first to be laid off. Employees will be recalled as their particular skills are required and when these factors are relatively equal, seniority shall apply provided that the Management shall maintain an efficient work force.

(b) Notice of lay-off will be in accordance with the Employment Standards Act.

(c) Articles 12.05 (a) & (b) do not apply to staffing dictated by day to day operational requirements.

12.06 All temporary jobs in the full-time unit will be posted so that all covered by the appendix may apply. Should it be of a special project nature, then permanent full-time employess shall be given the first opportunity to fill the position.

12.07 All employees covered by the appendix who have acquired seniority and have the necessary qualifications may apply for full-time positions that become available in accordance with Article 13.06 (a) (b) (c) i and ii (d) (e) of the main Collective Agreement as amended. Employees appointed to the permanent full-time positions will be required to serve a six (6) month probationary period.

12.08 In order that the operations of the Union will **not** become disorganized when lay-offs are made, members of the local's executive board and chief shop steward shall be the last persons laid off during their term of office.

An employee shall not have the right to the grievance procedure until they have acquired seniority. Once seniority has been acquired the employee shall be covered by Article 9, 10, and 11 as amended of the main collective agreement.

ARTICLE: 13 - HOURS OF WORK

13.01 Nothing in this collective agreement shall be misconstrued to mean a guarantee of work or pay or as a restriction on the number of hours to be worked.

13.02 (a) Temporary employees will work the hours that apply to the classification of the employee whom they are replacing.

(b) Seasonal employees: hours of work as determined by the employer.

(c) Part-time employees: hours of work as per their posted schedule in jobs where available, otherwise as determined by the employer.

(d) Casual/Grant employees: hours of work as determined by the employer.

13.03 (a) All of the employees covered by this appendix, with the exception of the temporary employees, shall be entitled to overtime premium when they exceed 8 hours per day or 80 hours in a two (2) week period.

(b) Temporary employees shall receive the overtime, shift bonus and trades premium in accordance with their qualifications and hours of work.

13.04 Overtime shall be at the rate of one and a half times (1 1/2) the regular pay rate.

13.05 (a) The times for meal breaks which shall be unpaid and times and locations for the two (2) paid coffee breaks of ten (10) minutes in each full shift shall be designated by Management in accordance with operating requirements.

(b) The work schedule of each employee shall be set forth by Management and posted convenient to the employee.

(c) Temporary employees shall receive 48 hours notice on any change in schedule in writing unless mutually agreed to do otherwise.

13.07 Employees requested to work overtime shall co-operate to the best of their ability and shall do so in an emergency. As much notice as is practically possible shall be given of all required overtime. Consistent with the needs of the branch, overtime shall be distributed as equitably as possible to all eligible employees.

13.08 Whenever possible employees' days off will be consecutive unless otherwise mutually agreed between the supervisor and the employee.

13.09 (a) When part-time, seasonal or casual employees are sent home due to lack of work each shall be guaranteed three (3) hours regular pay for that day provided that they have contacted their supervisor in accordance with direction.

13.09 (b) The order in which employees are sent home shall be in reverse order of seniority by department and subject to operating requirements.

13.12 Employees who request to switch days off and are granted permission to do so will not be eligible for any overtime premium for those days, except for excess hours worked on that day.

ARTICLE 14 - SHIFTS

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

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

ARTICLE 15 - WORKING TEN STRAIGHT DAYS - FOUR DAYS OFF

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

ARTICLE 16 - LEAVES OF ABSENCE

16.01 Personal Leave

(a) The Management may grant leave of absence to an employee for legitimate personal reasons.

(b) Such leave shall be requested in writing and be paid or unpaid at the discretion of the General Manager.

(c) An employee shall continue to accumulate seniority only during the first three (3) weeks of such leave and not for the remainder thereof.

(d) When the employee returns from such leave of absence, the previously accumulated seniority and sick credits will be retained.

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

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

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

16.04 Maternity Leave

Maternity leave shall be granted in accordance with part XI of the Ontario Employment Standards Act.

ARTICLE 17 - LEAVE FOR ILLNESS

17.01 (a) Temporary employees who have completed **2,080** worked hours shall have accumulated six (6) days leave-for-illness allowance and will continue to accumulate at the rate of one half (1/2) day for each full month of uninterrupted service to a maximum accumulation of six (6) days leave-for-illness allowance at any one time.

(b) Part-time employees who have completed 2,080 worked hours shall have accumulated six (6) days leave for illness allowance and will continue to accumulate at the rate of one half (1/2) day for every 170 hours worked to a maximum accumulation of six (6) days leave-for-illness allowance at any one time.

(c) Leave-for-illness allowance does not apply to seasonal employees.

(d) Part-time and temporary employees transferred to seasonal work shall continue to accumulate leave-for illness allowance.

(e) Employees shall be informed annually for their leave-for-illness accumulation.

17.02 (a) An employee after three (3) consecutive working days absence due to illness or accident shall provide his/her supervisor with a medical certificate from a recognized medical practitioner, detailing the illness or accident. In the event of a lengthy illness an employee is expected to update his/her Supervisor of the status of his/her condition at least once a week.

(b) In addition to the requirement of (a) above, management may request from any employee with more than five (5) occurrences of single or multiple days illness within a contract year, a similar medical certificate for each additional occurrence due to illness.

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

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

(e) The five (5) occurrences provided for paragraph (b) above will not include leave-for-illness which is accrued under worker's compensation or leave-for-illness which has been verified by a medical certificate.

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

ARTICLE 18 - SICK PAY GRATUITY

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

ARTICLE 19 - INSURANCE

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

O.H.I.P.

Major Medical

as in the main Collective Agreement.

(b) Premiums will be pro-rated on number of hours worked. The employee will make up the difference to 100% if they choose to participate in the plans.

(c) If a part-time or temporary employee who is entitled to receive the above benefits transfers to a seasonal position they will continue to receive the benefits.

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

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

ARTICLE 20 - VACATIONS WITH PAY

20.01 Employees covered by this Appendix shall receive vacation with pay on the following basis:
Less than 4,160 paid hours - 4% of wages.
Over 4,160 paid hours - 6% of wages.

20.02 Vacation requests will not be approved for seasonal employees

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

20.03 When an employee's employment ceases and he/she has not taken his/her full vacation entitlement then the employee upon termination, shall be paid vacation pay which shall be calculated as a percentage of the employee's regular basis pay as follows:
Less than 4,160 paid hours - 4% of wages. Over 4,160 paid hours - 6% of wages.

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

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

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

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

(c) When an employee on a scheduled period of vacation is hospitalized or confined to his/her residence for one week or more of such vacation as a result of serious illness or accident, such employee shall be entitled to claim leave-for-illness in lieu of vacation for such days of hospitalization provided that written notice is given to the General Manager or his designate, at the commencement of hospitalization and subsequent O.H.I.P. verification is provided on the employee's return and a doctor's certificate verifying length of illness.

(d) Any vacation entitlement remaining shall be rescheduled to be taken prior to the end of the twelve (12) months in which they were earned.

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

ARTICLE 21 - PAID HOLIDAYS

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

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

(a) Effective as of 1989, temporaries to receive Boxing Day.

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

21.03 (a) To qualify for holiday pay, an employee must work on his/her regular day of work preceding and following the holiday, unless other arrangements have been made with the Human Resources Manager or his/her designate.

(b) An employee does not qualify for pay for any holiday if he/she:

(i) Has been employed for less than 520 hours or 3 months.

(ii) Has not earned wages for at least twelve (12) working days during the four weeks immediately preceding.

(iii) Is scheduled to work on that statutory holiday and, without reasonable cause, fails to report for and perform the work.

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

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

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

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

21.06 Holiday work is defined as all hours worked when the shift commences at any time on the holiday, between 00:01 and midnight on the day of the holiday.

ARTICLE 22 - SAFETY

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

The Management and the Union shall co-operate in encouraging employees to maintain a positive attitude towards Occupational Health & Safety.

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

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

(c) For those employees required to wear safety boots and who have completed 1,040 hours work in a 24 month period Management will provide a \$20.00 safety boot allowance and will provide a further \$20.00 allowance for each 1,040 hours work completed.

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

ARTICLE 23 - UNIFORMS

23.01 (a) Uniforms shall be required as a condition of employment for seasonal, part-time employees and in some cases temporary employees.

(b) These uniforms shall be of a style and type designated by the Management and be maintained in good condition by the employee. Management reserves the right to monitor the good condition of the uniform.

(c) Items of clothing provided to seasonal, part-time and temporary employees shall remain the property of the Management and on termination or request the employee must return all such items to the zoo.

ARTICLE 24 - ALLOWANCES

24.01 (a) Employees required to drive Management vehicles must be in possession of the appropriate driver's licence to qualify them to operate such vehicle in accordance with the requirements of the law.

(b) It shall be the employee's responsibility to inform the Management of the classification of his/her driver's licence.

(c) Employees shall not normally be required to use their own vehicles to perform duties for Management, but if employees do use their own automobiles for authorized duties, there shall be a travel allowance of twenty-seven (27) cents per kilometer, effective April 1, 1989.

(d) Authorized parking charges will be paid also, upon presentation of receipts.

24.02 Employees who have finished their regular day of work and have clocked out and who are recalled back to work shall be guaranteed a minimum of three (3) hours work, or pay for each such recall.

24.03 An employee who is injured while performing his/her assigned duties at work during working hours, and who requires medical treatment, shall be transported to the place of such treatment by the Management and be paid for regular hours missed on the day of the injury, provided the employee reports back to work following treatment, or contacts his/her supervisor for instructions.

**ARTICLE 25 - CLASSIFICATIONS AND
ESTABLISHMENTS**

25.01 As a general rule a person hired from outside the Zoo staff with virtually no experience, will be placed in the lowest grade of his/her classification. Any person who in Management's judgement has had previous relevant experience may be appointed at any point of any grade in the appropriate classification.

ARTICLE 26 - VOLUNTEERS

26.01 (a) The parties agree to the use of volunteers as required provided there is mutual agreement.

(b) No employee in the bargaining unit shall lose employment or seniority because of the use of volunteers by the Management or the use of persons not employed by the Board of Management.

(c) No volunteers shall do a bargaining unit job.

(d) While recognizing that volunteers are not within the scope of the Collective Agreement, persons covered by this Appendix may be required to assist from time to time.

ARTICLE 27 - GENERAL

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

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

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

(c) All such calls must be logged.

27.03 The president of the Union shall sign all Union correspondence addressed to the General Manager except in the event of his/her absence, inability, or where it is a question of timeliness, in which event the recording-secretary will sign such correspondence.

All correspondence from Management to the Union shall be directed to the recording secretary.

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

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

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

27.07 Employees covered by this appendix are subject to guidance and direction from permanent full-time employees as designated by supervisory personnel.

27.08 The Management shall arrange to print the Collective Agreement at a Union shop. Employees shall be provided with copies of this collective agreement. The cost of same shall be shared equally between the Union and the Management. Copies of the contract will be distributed by the Union to members of the bargaining unit, during the employees' own time.

27.09 (a) All employees covered by this appendix will be given an evaluation on their performance and a copy shall be supplied to the employee if requested. Employees shall be allowed to discuss their evaluation with their immediate supervisor.

(b) Seasonal employees will be evaluated one (1) month after hire, and at the end of their assignment.

(c) Part-time employees will be evaluated three (3) months after hire, at the end of their assignment, or after one (1) calendar year whichever comes first.

(d) Temporary/Casual employees will be evaluated three (3) months after hire or at the end of their assignment.

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ARTICLE 28 - LEGAL COST REIMBURSEMENT

28.01 Where an employee is charged with an offence under the Criminal Code, The Highway Traffic Act or other Statutes, arising out of any act or acts done in the performance of his/her duties, it is the policy of the Board of Management that:

- (a) The employee charged shall, in the first instance, be responsible for his/her own defence including the retaining of legal counsel.
- (b) If the employee is acquitted of the charge and his/her legal costs do not exceed \$500.00, the General Manager shall be authorized to reimburse the employee for such costs on the approval of the Board of Management.
- (c) Where an employee is acquitted and his/her legal costs exceed \$500.00, the account shall be referred to the Board of Management for their consideration.

ARTICLE 29 - DURATION

29.01 The terms of this collective agreement, which supersedes all other written, expressed or implied, shall become effective from the 1st of April, 1989, until the 31st of March 1991.

29.02 In the event either party wishes to terminate or revise this agreement, they shall give the other party written notice not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the agreement, and shall meet as soon as practicable after such notice has been given with a view to reaching a new agreement.

29.03 In the event such notice is not given by either party, this agreement shall automatically renew itself for a further term of one (1) year and it shall continue to renew itself automatically from year to year thereafter unless written notice is given by either party to the other at a time within ninety (90) days prior to the expiry date.

WAGES

TEMPORARY EMPLOYEES will receive **90%** of the lowest rate of the classification in which they are placed and they shall progress up to **90%** of the 3 month rate and 6 month rate. **April 1, 1989.**

PART-TIME EMPLOYEES **\$7.00** April **1, 1989**
\$7.50 April **1, 1990**

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

SEASONAL EMPLOYEES **\$6.00** First year April **1, 1989**
\$6.50 Second year April **1, 1989**

\$6.45 First year April **1, 1990**
\$7.00 Second year April **1, 1990**

A premium of **.50/hr.** will be paid to the group leaders as of **April 1, 1989.**

Increase on regular hourly rate and overtime for all hours worked - retroactive to **April 1, 1989.**