

COLLECTIVE AGREEMENT

BETWEEN

RIPLEY`S AQUARIUM OF CANADA

(hereinafter called "The Company")

- and -



UNIFOR

UNIFOR AND ITS LOCAL 6006

(hereinafter called "The Union")

July 1, 2021 to October 31, 2023

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PURPOSE / PREAMBLE

The parties agree to conduct their employment relations involved in the administration of this Agreement in good faith and in a fair and reasonable manner as the Ripley’s Aquarium of Canada fulfills its commitments and responsibilities and maintains and enhances its public reputation.

ARTICLE 1 - INTERPRETATION AND DEFINITIONS

1.01 For the purpose of this Agreement:

- a) "Company" means the Ripley's Aquarium of Canada, that is, in Toronto, Ontario and any person(s) duly appointed by it to act on its behalf.
- b) "Union" means Unifor Local 4271, as described in Clause 3.01, and any person(s) duly appointed by it to act on its behalf.
- c) "Bargaining Unit" means the group of Employees as recognized in Clause 3.01.
- d) "Employee" means a person who is a member of the Bargaining Unit.
- e) A Full-time Employee is an Employee who is regularly scheduled to work forty (40) hours per week; a part-time Employee is an Employee who is regularly scheduled to work up to thirty-two (32) hours per week.
- f) Seasonal Employees

In order to manage its operations, the Company has the right to hire seasonal Employees as it may deem appropriate to work during the six (6) month period from May 1st to October 31st each year, and during the two (2) week period prior to Christmas and through to New Year's Day of each year and during the designated school break in Ontario each year.

These seasonal Employees will be part of the Bargaining Unit and covered by the Collective Agreement. However, Employees will not be entitled to benefit coverage regardless of their hours of work and will be the first to be laid-off in the case of a lay-off.

Before hiring any seasonal Employees to a full-time assignment, the Company will provide an opportunity for part-time Employees in the relevant classification to apply and be awarded based on skill, ability and qualifications where those are equal by seniority for the assignment.

The acceptance of such assignment by a Bargaining Unit Employee will not affect their collective bargaining rights except that the hours worked will not qualify them as a full-time Employee for benefit eligibility.

- g) For the purpose of this Collective Agreement, the "week" commences at 12:01 a.m. Monday morning. For the purpose of this Article, a "day" means a calendar day

commencing at 12:01 a.m. Except as expressly stated elsewhere the term “weeks” will refer to calendar weeks.

ARTICLE 2 - APPLICATION OF THE AGREEMENT

2.01 This Collective Agreement applies to and is binding on the Union, the Employees and the Company. Furthermore, it represents all understandings reached between the parties with respect to the terms and conditions of employment for the Bargaining Unit members and replaces all prior understandings, agreements or contracts. This Article does not interfere with the Company’s inherent or retained rights.

ARTICLE 3 - RECOGNITION

3.01 The Company recognizes Unifor Local 4271 as the sole and exclusive bargaining agent for all Employees of Ripley’s Aquarium of Canada LP as described by the Labour Board Certification Numbered *OLB-2222-20-R* at 288 Bremner Boulevard in the City of Toronto, save and except managers, persons above the rank of manager, security guards, executive assistant, public relations, marketing, finance, human resources staff and persons exercising managerial functions or employed in a confidential capacity in matters related to labour relations within the meaning of section 1(3)(b) of the *Labour Relations Act*.

3.02 In the event that an entirely new classification is included in the Bargaining Unit, or significant changes are made to an existing classification, the hourly rate of pay will be negotiated by the Union and the Company.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union agrees and acknowledges that the Company has the exclusive right to manage the business and to exercise such right without restriction, save and except prerogatives of management as may be specifically modified by the terms and conditions of this Agreement.

Without restricting the generality of the foregoing paragraph, it is the exclusive function of the Company:

- a) To determine qualification, classify, transfer, hire, direct, promote, demote, lay off, discipline and discharge Employees for just cause and to increase and decrease working forces in accordance with the terms of this Agreement.

- b) To determine: the services to be created and provided; facilities and equipment required; and the scheduling and assignment of work.
- c) To determine the rules and regulations to be observed by Employees, violations of which may be the cause for discipline and may include discharge.

4.02 The Company recognizes that the Employee and the Union have recourse through the grievance procedure if they feel that the Company has exercised any of its management rights contrary to the terms of this Agreement.

ARTICLE 5 - UNION SECURITY AND UNION ACTIVITY

5.01 All Employees shall become and remain members in good standing of the Union.

5.02 The Company shall deduct and remit electronically from the wages due every Employee an amount equal to the bi-weekly Union dues.

5.03 The Union shall advise the Company, in writing, of the amount of its regular dues and the Company shall deduct these amounts only as per these written instructions. On a pay period basis, the Company will provide the Union separate dues listing reports for active and inactive Employees including:

- a) the name of each Employee;
- b) the amount of dues deducted for each person;
- c) the relevant rate of pay and job classification for each person;
- d) the number of hours upon which Union dues were calculated; and
- e) an e-mail address for each Employee.

For inactive Employees, the Company will also provide a reason, if no dues are deducted (e.g., STD, LTD, WSIB).

5.04 The Company shall include, without charge, on the annual income tax (T4) slips, an indication of the sums deducted under this Article, from all Employees' wages.

5.05 No Discrimination Because of Union Activities

- a) There shall be no discrimination against any Union member because of participation in lawful Union activities;
- b) The Company recognizes Chairpersons as well as Union members who participate on workplace committees. Such Employees will not be subject to disciplinary action by the Company for carrying out the duties proper to their positions.

5.06 The Union shall have the right to elect or appoint and the Company shall recognize a Union Committee of up to three (3) members, consisting of a Chairperson and two (2) Committeepersons. The Union may assign responsibilities to the Committeepersons and will inform the Company of any specific roles (e.g.: benefits, safety, WSIB, etc.).

5.07 The Company will provide a space for the Union to keep a locking filing cabinet for the use of the Union Committeepersons.

5.08 The Company recognizes that the Chairperson, Committeepersons and Stewards from time to time may need to conduct Union business during business hours. They shall be allowed time to attend to such business provided they seek the approval of their immediate supervisor prior to attending to such business. Such approval is subject to operational needs but will not be unreasonably withheld provided that such requests are not abused. There shall be no loss of pay for the Chairperson, Committeepersons and Stewards performing Union work under this clause.

5.09 For the purposes of Union representation, the Company shall also recognize one (1) elected or appointed Union Steward in each Department. Union Stewards shall be Bargaining Unit Employees of the Company with seniority.

Following any election or appointment by the Union, a list of these representatives will be supplied to the Company.

Department	Stewards Area Representation
Education	1
Events	1
IT	
Group Sales	
Facilities – LSS	1
Guest Services	1
Housekeeping	1
Husbandry	1
Retail	1

- 5.10 The Chairperson, Union Committeepersons and Stewards have a responsibility to the Company for their regular duties. The Chairperson, Steward or Committeeperson will request permission from their Supervisor before leaving their work to attend to, investigate, write or present a grievance or complaint. Such leave, which will not be unreasonably denied, will be granted where it can reasonably be done without interfering with the operations of the Company. The Chairperson, Steward or Committeeperson must report back to their Supervisor when any Union business is completed and will take no more time than is absolutely necessary during regular working hours. When an Employee wants Union representation, they will call on a scheduled break.
- 5.11 A National Union Representative and/or Local Union President or designate may be present and participate in any meeting between the Union Committee and the Company upon advance notice.
- 5.12 The Company will recognize an alternate representative to replace the Chairperson and any of the two (2) Committeepersons when they are absent for in excess of six (6) days due to vacation, sickness, or approved leave of absence/Union leave.
- 5.13 a) The Company shall advise each new Employee of the name of their Union Representative of Unifor Local 4271.

- b) It is agreed that, at the end of the orientation period for a newly hired Employee(s), *Workplace committee or designate* shall have an opportunity to meet with the new Employee(s) for a maximum of thirty (30) minutes at a time that is agreed upon with the Company. Such meeting will be for Union orientation, and there shall be no loss of pay to the newly hired Employee(s) or the Chairperson/Alternate.

5.14 Labour Management Committee

- a) The Parties agree that concerns arising from the application and interpretation of this Agreement are best handled through open communication between Employees and their Supervisors/Manager and the Human Resources Manager.
- b) The Union and the Company acknowledge the mutual benefits to be derived from joint discussion, consultation and agree to establish a Labour/Management Committee.

This Committee will attempt to foster effective communications and working relationships between the Parties, and to maintain a spirit of mutual cooperation and respect. This Committee will review matters of concern, arising from the application and interpretation of this Agreement.

These Labour Management Committee meetings shall not displace the role and purpose of grievance meetings.

- c) The Labour/Management Committee will be comprised of the Union Bargaining Committee three (3) Union Representatives that are the elected/appointed Bargaining Committee members, and three (3) Representatives of the Company, one (1) of whom shall be the Human Resources Manager. A quorum will be two (2) members, providing that one (1) member of each party is present.
- d) The Committee shall meet at least once every three (3) months, and at other times as mutually determined. The Parties may mutually agree to cancel any scheduled meeting. The parties will exchange agenda items one (1) week prior to each meeting.

5.15 The Company will provide a notice board for use by the Union. The Local Union Executive will ensure no derogatory, inflammatory or insulting notices are posted on such Board.

ARTICLE 6 - STRIKES AND LOCKOUTS

6.01 In view of the grievance and arbitration procedures provided in this Agreement, it is agreed by the Union that there shall be no strike, picketing, slowdown or stoppage of work, either complete or partial during the term of this Agreement, and the Company agrees that during the term of this Agreement, there shall be no lockout.

6.02 In the event of a strike or lockout the parties acknowledge that Bargaining Unit members that provide for the care and safety of the Company's animals, including without limitation those Employees working in Husbandry, Life Support Services and Facilities Maintenance are deemed to be providing Essential Services and shall waive their right to strike and shall be exempt from any lockout.

ARTICLE 7 - DISCIPLINARY ACTION

7.01 a) No Employee who has successfully completed the probationary period pursuant to Article 10 will be disciplined or discharged without just cause. Probationary Employees shall not have recourse to the grievance procedure in the event of their termination for just cause, except as stated in Article 10.02.

b) An Employee shall have the right to have a Union Representative present at any disciplinary meeting provided one is readily available on the shift.

c) The Company will provide written notice to the Employee and the Union for the reasons of the discipline at the time that the discipline is imposed.

d) An Employee must be given the opportunity to have Union representation on any meeting that will likely result in discipline. Such representation must be provided before the meeting can commence. In the event that there are no Stewards present at work at the time of the disciplinary meeting the Employee may be permitted to have another Employee present as a witness. The Employee has the right to waive Union representation; such waiver will be provided in writing to the Union.

e) A claim by the Employee who has completed the probationary period that they have been unjustly discharged shall be treated as a grievance beginning at Step 2 provided such claim is lodged with the Company no later than ten (10) working days following the discharge.

f) Discipline will be progressive in nature (i.e. verbal warning, written warning, suspension, or discharge) unless the incident is of such severity that one or all of the progressive discipline steps may be skipped.

- g) All disciplinary records except as noted herein will be removed from the Employee's file, provided there is no subsequent discipline, after twenty-four (24) months from date of the last incidence of discipline. Disciplinary actions taken for violation of Company policies related to harassment and bullying or any violation of a safety absolute will remain on an Employee's file for sixty (60) months.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 The Company and the Union recognize that grievances may arise concerning differences between the parties in regards to the interpretation, application, operation or alleged violation of the provisions of this Agreement. To resolve these differences the following procedures shall be followed:

The Employee must first raise the issue with their departmental supervisor. If there is no resolve a grievance may be submitted by the Union.

8.02 Step 1

The Employee and/or the Union Steward/Committeeperson shall make every effort to settle the dispute verbally with the Human Resources Manager or designate no later than ten (10) calendar days after they first became aware of the circumstances giving rise to the grievance. The Manager shall reply in writing within ten (10) calendar days.

8.03 Step 2

Failing satisfactory settlement at Step 1, the Union Bargaining Committee shall submit the grievance in writing to the Human Resources Director or designate who shall meet with the Union Chairperson and grievor within ten (10) calendar days of receipt of the grievance. The Human Resources Director or designate shall render a written decision within ten (10) calendar days of the grievance meeting.

8.04 Certain Grievances to Step 2

Group or suspension grievances shall be submitted at Step 2 of the Grievance Procedure.

8.05 The time limits in each step of the Grievance Procedure may be extended by mutual agreement between the parties.

8.06 A grievance which is not settled following the decision of the Company at Step 2 may be referred to arbitration in accordance with Article 9 of this Agreement by either party upon written notice.

ARTICLE 9 - ARBITRATION

9.01 Matter Sent to an Arbitrator

- a) Where a matter is not resolved pursuant to Article 8 of this Collective Agreement, the matter may be referred to arbitration.

Any such referral must be made within fifteen (15) calendar days of the Company's decision as set out in Article 8 or the matter will be deemed to have been settled, unless the parties mutually agree to extend this time limit within the fifteen (15) day period.

- b) The party wishing to submit the matter to arbitration shall make such request in writing addressed to the other party to this Collective Agreement.

9.02 Arbitration Selection

The party wishing to submit a grievance matter to arbitration will, in their written submission to the other party nominate three potential arbitrators to hear the matter. The responding party will either agree to one of the nominees or suggest three (3) alternatives to the applicant party within five (5) week days. If no response is received within those five (5) week days the applicant party may select from their list. In the event that there is no agreement within ten (10) week days of the matter first being referred to arbitration either party may request the Ministry of Labour appoint an arbitrator from their approved list.

9.03 Binding Decision

The Arbitrator will hear and determine the matter (including whether the matter is arbitral) and will issue a written decision. All decisions arrived at by the Arbitrator will be final and binding.

9.04 Expenses of the Arbitrator

The expenses and compensation of the Arbitrator shall be divided equally between the Company and the Union.

9.05 An arbitrator will not have the authority to add to, subtract from or amend any provisions of the collective agreement whatsoever.

ARTICLE 10 - PROBATION

10.01 The probationary period will be ninety (90) calendar days for Employees.

10.02 The Company may terminate the employment of the probationary Employee at any time during the probationary period and the Union shall have no right to grieve unless the grievance is based on the *Human Rights Code*. The Company must provide reasons for the termination to the Union Committee, when requested.

ARTICLE 11 - SENIORITY

11.01 Subject to Article 10, all Full-time and Part-time Employees shall have seniority from their first date of employment and accrue seniority as herein provided. When two (2) or more Employees are hired on the same day, their seniority shall be determined by a lottery conducted by the Union and the Company.

Employees' seniority in a position shall be from the date they were last appointed to the position.

11.02 Loss of Seniority

An Employee shall lose their seniority standing and shall cease to be employed by the Company upon the occurrence of any of the following circumstances:

- a) when an Employee voluntarily terminates their employment or retires;
- b) when an Employee is discharged for just cause and is not subsequently reinstated;
- c) when an Employee has been laid off for a period of twelve (12) months or a period equal to their accrued seniority whichever is less;
- d) when an Employee fails to return to work within five (5) working days of being notified by notice sent via courier (with receipt), or via email with a read receipt to the email address most recently provided by the Employee of the effective date of their recall from layoff.
- e) if the Employee is absent from work for three (3) consecutive working days without notifying the Company of the reasons for such absence or without a valid reason for such absence; or
- f) if the Employee overstays a leave of absence granted by the Company without securing an extension of the leave of absence from the Company.

11.03 It shall be the responsibility of the Employee to notify the Company immediately of any change in their mailing and email address.

ARTICLE 12 - HOURS OF WORK

- 12.01 a) The Company will prescribe hours of work for Employees. The regular work week for Full-time Employees shall normally consist of forty (40) hours per week. The regular working day shall be set by the Company for each Employee.

Nothing in this Collective Agreement will be taken as a guarantee of any hours of work.

- b) Employees will receive up to a one (1) hour unpaid meal break at a time as mutually determined (at the beginning of their shift) by the Employee and the Employee's immediate supervisor. This break will occur no later than five (5) consecutive hours after the start of the Employee's shift.

However, Employees who are required by their immediate supervisor, due to unusual circumstances, to work through all or a portion of their meal break will be paid for the time worked.

- c) Full Time and Part Time Employees in all departments will be scheduled pursuant to Article 12.02.

12.02 The Company will make every reasonable effort to provide the work schedule for Employees at least two (2) weeks in advance.

12.03 Flexible Work Arrangements

Employees who were unscheduled but are called in to work will be paid for all hours worked during that shift but will not, in any event, be paid for any less than four (4) hours of work.

12.04 Overtime Pay

All time worked by an Employee in excess of forty-four (44) hours worked in a week will be paid at the rate of time and one half (1½) the Employee's regular straight time rate. Where an Employee is absent due to bereavement, vacation leave or a lieu day (paid or unpaid), such hours not worked will count towards calculating the hours referred to herein.

12.05 Scheduled overtime will be evenly distributed when reasonably possible among those Employees in the same classification and on the same shift provided they are able to satisfactorily perform the work to be done. In the event an Employee voluntarily misses a turn at such overtime, the Employee shall be considered as having worked that turn insofar as distribution of such overtime is concerned.

12.06 Overtime will be assigned and equitably shared as per this Collective Agreement. When there are insufficient volunteers, the Company will assign overtime in the inverse order of seniority.

ARTICLE 13 - VACANCIES AND PROMOTIONS

13.01 Vacancies and Promotions:

- a) When a job vacancy occurs, the Company will post Bargaining Unit wide, the job internally for a period of seven (7) calendar days during which time Employees who wish to fill the vacancy may submit their resume and cover letter in writing.

Employees in the Husbandry department may request a transfer to a vacancy occurring in the opposite team in the same position they hold before the position will be posted. In this instance, the resulting vacancy will be posted.

- b) Jobs will be awarded based on the following factors:

i) skill, ability, qualification;
and

ii) when any or all applicants are of equal skill, ability and qualifications.
Seniority will be the determining factor,

- c) An Employee who applies for a job vacancy within the seven (7) calendar days referenced in Article 13.01 will be considered for the vacancy prior to an external applicant being considered; however, if it is determined that no such Employee possesses the required skills, abilities, or qualifications for the position, the Company may hire an external candidate.

13.02 Company Permitted to Advertise Outside of Bargaining Unit

The Company may advertise outside the Bargaining Unit for any vacancy after the seven (7) calendar days referenced in Article 13.01. This will not circumvent the process noted above but will allow the Company time to solicit outside the Bargaining Unit.

13.03 Letter of Appointment

Upon hiring or change of status, the Company will provide the Employee with a letter of appointment indicating the Employee's job title, salary rate and employment status (for example full time). A copy will be sent to the Chairperson and Local Union.

13.04 Training Period

Anyone that is on training for a promotion that is reverting back to their previous position because they have not successfully completed their training in the first sixty (60) days in the new position will resume their departmental seniority when they left.

ARTICLE 14 - OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENT

14.01 The Company, the Union and the Employees will comply with all applicable legislation pertaining to the Health and Safety of the Employees at the Company.

14.02 The Union and the Company agree to actively promote measures to assure the Health and Safety of all Employees.

14.03 a) The Joint Health and Safety Committee (JHSC) will have a minimum of four (4) members, fifty percent (50%) representing the Union, who are elected or appointed and fifty percent (50%) representing management.

Notwithstanding the JHSC may designate other representatives to conduct workplace investigations as required under the JHSC Charter.

b) The JHSC shall consist of two (2) Co-Chairpersons. One (1) Co-Chair shall be a Union member who will be elected by the Union JHSC members and the other shall be selected by the Company.

c) Without limiting the generality of the foregoing, the JHSC shall:

- Determine that inspections have been carried out in accordance with an agreed upon schedule by the co-chairs or designates;
- Recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions;
- Consider recommendations from the workforce with respect to health, safety and environmental matters and recommend implementation where warranted;
- Hold meetings according to the intervals it deems appropriate but no less than once per calendar quarter for the review of reports of current

accidents, occupational diseases and sprains and strains injuries, their causes and means of prevention; remedial action taken or required by the reports of investigations or inspections, and; any other matters pertaining to health and safety;

- Record the minutes of the meetings which shall be signed by the Co-Chairs, distributed to the committee members, posted on the bulletin boards and sent to the Local Union and National Union Representative;
- Have access to and promptly receive copies of all reports, records and documents in the Company's possession or obtainable by the Company pertaining to Health, Safety and Environment.

14.04 Each member of the JHSC shall be certified as required.

14.05 The JHSC will operate according to its own Joint Charter.

14.06 The Company will provide the necessary safety equipment and devices required, including the required Personal Protective Equipment (PPE), and Employees will comply with the proper use of such equipment.

14.07 Employees required to wear uniforms will be supplied with the uniforms and will be required to maintain them. All Employees will be required to comply with Company dress code policy.

ARTICLE 15 - HUMAN RIGHTS

15.01 The Company and the Union value diversity and are committed to a workplace that is free of discrimination as defined in the *Human Rights Act of Ontario*.

15.02 The Company, the Union and the Employees agree that there shall be no discrimination or harassment contrary to the *Ontario Human Rights Code* because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, gender identity or expression, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, or disability.

15.03 The Union and the Company agree that in returning a disabled Employee to the workplace any accommodation shall be in accordance with the *Ontario Human Rights Code*.

15.04 The Company shall furnish the Local President with full particulars of each accommodation where seniority rights are affected.

15.05 Pursuant to the Ripley's Aquarium of Canada Discrimination and Harassment Prevention Policy, an Employee may bring a harassment or discrimination complaint to the attention of the Human Resources Director, (or the Company's designate), that they have been treated contrary to the *Ontario Human Rights Code*.

An Employee, who brings a harassment or discrimination complaint ("Complainant"), or who is the subject of a harassment or discrimination complaint ("Respondent"), has the right to seek Union assistance. Following the completion of any investigation conducted by the Company, the Complainant and Respondent shall be advised of the outcome of the investigation.

Both the Complainant and Respondent retain their right to file a grievance.

ARTICLE 16 - LEAVES OF ABSENCE

16.01 Personal Leaves

All leaves of absences must be requested using a Leave of Absence Request form.

Except in cases of emergency leave, such request must be made at least two (2) weeks prior to the requested starting date of the leave, and may only be made by full time Employees with six (6) months of continuous employment. The Manager, or designate will respond in writing within five (5) days of receipt of written request from the Employee.

16.02 Personal Leaves

Leaves of Absence will be granted at the sole discretion of Management and subject to Operational Requirements. Personal Leaves will be without pay; however benefits not including short-term and long-term disability coverage may be maintained provided the Employee prepays the full cost of maintaining those benefits. The Employee will bear the full cost of meeting any re-enrollment costs associated with short-term and long-term disability coverage upon their return.

16.03 Extensions

Extensions of personal leaves will only be granted if sought in advance of the expiry of the original leave and are subject to the same considerations as an original leave request. No outside work may be entered into nor may hours of work elsewhere be expanded while on a personal leave of absence unless specific permission for this is sought in advance.

16.04 Bereavement Leave (Full Time Employees only)

- a) In the event of the death of a spouse (partner), a parent or a child (including step-child), ward of the Employee, grandchild or a relative permanently residing in the Employee's household or with whom the Employee permanently resides, an Employee so bereaved shall be allowed leave with pay not exceeding three (3) working days. The days shall be consecutive, and shall be taken contemporaneously with the time of the funeral or memorial service ("Service").
- b) In the event of a death of a parent-in-law, grandparent, sibling (including stepsibling and half-sibling, sibling-in-law (immediate — a spouse's sibling or a sibling's spouse), son-in-law, daughter-in-law or step-parent, aunt, uncle, niece, nephew, sibling-in-law (extended — spouse's sibling's spouse), foster parent, or the grandparent of the spouse of the Employee shall be allowed leave with pay not exceeding one (1) working day. The day shall be taken at the time of the Service.
- c) In the event of the death of an Employee's aunt, uncle, niece, nephew, sibling-in-law (extended — spouse's sibling's spouse), foster parent, or the grandparent of the spouse of the Employee, an Employee shall be granted leave of absence with pay for one (1) day for the purpose of attending the funeral.
- d) If the location of Service is more than two hundred (200) kilometers away from an Employee's residence, an Employee may be granted time to attend, in addition to the time outlined in Article 16.04 (a), (b) or (c) for the actual time it takes to travel to and from such location, to a maximum of two (2) unpaid days.
- e) If there is a death in an Employee's family as defined under (a), (b), or (c) while the Employee is on vacation, the Employee is entitled to use bereavement leave, pursuant to (a), (b), or (c), rather than vacation days as scheduled. Request for such leave must be directed to, and approved by, the Employee's immediate manager.

Part Time Employees

- f) In the event of the death of any family member noted in subsections (a), (b), or (c), a Part-Time Employee so bereaved shall be allowed leave with pay for one (1) scheduled shift if the shift was scheduled before the request for bereavement leave is made.

All Employees

- g) The Employer may ask for confirmation that an individual has passed away and confirmation that the relationship to the individual is one as set out in Article 16.04 (a), (b), and (c).

16.05 Union Leave

When a seniority rated Employee is elected or appointed to a full-time position with the Union, the Company shall, upon four (4) weeks’ written notice, grant a leave of absence without pay and without loss of seniority for the duration of such election or appointment for one (1) Employee at a time for at least three (3) months and up to one (1) year. The Employee on leave may request to renew the leave annually to a maximum of two (2) renewals. During this time period, the Employee may, upon four (4) weeks written notice, be returned to the position held immediately prior to the commencement of the leave. This leave of absence is limited to one (1) Employee at any one (1) time during the life of the Agreement.

16.06 Citizenship Day

With two (2) weeks of notice, upon the day an Employee first becomes a Canadian citizen, they may request and will receive a one (1) day paid leave of absence.

ARTICLE 17 - VACATION

17.01 Entitlement Schedule

- a) Full Time Employees shall be entitled to annual paid vacation at their regular rate of pay, based on their years of continuous service, calculated on the anniversary of your seniority date of each year as follows:

Years of Continuous Service	Vacation Entitlement
Less than one year	10 Days (pro-rated from day of hire)
1 but less than 5	10 Days
5 years or more	15 Days

- b) Part Time Employees will accumulate vacation pay as per the following and will be paid the percentage on each pay cheque biweekly.

Years of Continuous Service	Percentage of Earnings
Less than 1 year	4%
1 year but less than 5 years	4%
5 years or more	6%

17.02 Scheduling

- a) Vacations will be granted subject to operational requirements and scheduled by mutual agreement between the Company and the Employee.

Each Employee will be required to submit their vacation requests with four (4) weeks' notice. The vacations will be requested on a time off sheet and will be granted on a first come first serve basis.

In cases of a shorter notice period than described in this clause the Company will not unreasonably deny vacation requests if it is operationally feasible.

- b) Employees will schedule one (1) of two (2) weeks or two (2) of three (3) weeks of vacation by April 30th of each year. If an Employee has not scheduled their full entitlement by October 31, the Company may schedule their vacation at its discretion. There shall be no carry-over of vacation from one (1) vacation year to the next, unless scheduled vacation was changed by the Company or at the Company's request.

ARTICLE 18 - PAYMENT OF WAGES

18.01 Method of Salary (wages) Payment

- a) The pay frequency is bi-weekly for all Employees. Pay will be made by direct deposit on or before the Friday of every second week.
- b) Employees will have access to an itemized statement of earnings and deductions, which can be accessed on the online payroll system.

18.02 Deductions from the Employee's pay will be in accordance with all statutory requirements.

ARTICLE 19 - LAYOFF AND RECALL

19.01 Where possible, the Company will give seventy-two (72) hours' notice of layoff to the affected Employee(s) and the Union.

19.02 Whenever it becomes necessary to reduce the workforce by layoff, the following procedure will apply:

- a) Probationary Employees within any affected classification will be laid off first.
- b) Seniority rated Employees in the identified classifications will be laid off in reverse order of departmental seniority.

19.03 A Record of Employment (ROE) will be provided in accordance with the statute.

19.04 Employees will accumulate seniority from the start date of their employment with Ripley's Aquarium of Canada. They will also accumulate a departmental seniority date from the last date that they entered the department. The departmental seniority date will be used in the course of Clause 19.02.

19.05 Recall

Where the Company determines that it needs to recall staff, Employees laid off shall be recalled in reverse order of layoff.

Notwithstanding the foregoing:

A full-time Employee must accept a recall to a full-time position and/or a part-time position in their own classification, as required, although recall to a part-time position will not extinguish the right to recall to a full-time position in their own classification should one become available during the layoff.

A full-time Employee may decline recall to a part-time position in their own classification without abandoning their recall rights, where there is a more junior full-time or parttime Employee in their own classification on recall and otherwise must return or waive their recall rights.

Notice of recall shall be by telephone and, if the Employee cannot be reached, will be sent to the Employee's last known email address and will be deemed delivered at the time of actual delivery with a read receipt. It shall be the Employee's responsibility to keep the Company advised of their current telephone number and email address at all times.

In the event of recall the Union shall be notified.

19.06 Grievances regarding layoff shall be initiated at Step 2 of the grievance procedure but must be initiated within the ten (10) calendar days required for filing of all grievances.

19.07 The Company will maintain the payment of its share of any applicable benefit premiums up to the end of the month following the month of layoff or such longer period as is required under any statute.

19.08 Laid off Employees will be considered applicants for all job postings in the Bargaining Unit during their recall period and will be given priority over all external candidates.

ARTICLE 20 - PAID HOLIDAYS

20.01 a) Paid Holidays for Full Time and Part Time Employees

i) The Employer recognizes the following paid holidays for Full Time Employees:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Family Day	Christmas Day
Victoria Day	Boxing Day
Canada Day	Civic Holiday (First Monday of August)

ii) An Employee may be scheduled or required to work on one or more Holiday. Full Time Employees that are scheduled to work one (1) of the statutory holidays will be awarded a day and a half (1 ½) of lieu days plus one (1) day pay. Part Time Employees that work a statutory holiday will be paid one and one half times (1 ½X) their hourly rate of pay.

b) Eligibility for Holiday Pay

Notwithstanding Article 20.01, an Employee shall not be paid Holiday Pay:

- i) if they are absent from work on their last regular scheduled shift immediately preceding or immediately following such Holiday;
- ii) if they are scheduled or required to work on such Holiday and fail to do so; or
- iii) when they have not received or been entitled to receive pay for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the Holiday.

ARTICLE 21 - BENEFITS AND PENSION PLAN

21.01 The Company Benefit Plans Reference # 57564 and # 162753 will be provided to all full-time Employees, subject to eligibility requirements stipulated under those plans, at no cost

to the Employee except for the Employees will continue to pay one hundred percent (100%) of the premiums for Long-term disability insurance. The Company agrees that the current benefit plan will not be amended or discontinued during the life of the Collective Agreement.

21.02 Full-time Employees, subject to the eligibility requirements stipulated under the respective plans, will be entitled to participate in the Group RRSP Plan Reference # 20002371 and the Deferred Profit Sharing Plan Reference # 30002371. These plans will not be amended or discontinued without prior consultation with the Union.

The Union shall have no right to grieve an individual coverage or benefits issue under any benefit or pension plan offered by the Company.

21.03 The current sick days will be eliminated as of the beginning of the month following the date of ratification.

As of the first of the month following the date of ratification full-time Employees will be entitled to coverage for short term disability that will pay 66/2/3 their weekly pay to a maximum of eight hundred dollars (\$800.00) per week on the fourth (4th) day of sickness or the first (1st) day of an accident or hospitalization and will continue for one hundred sixty (160) days subject to availability. The premiums for the STD plan will be paid by the Company.

ARTICLE 22 - TERM OF AGREEMENT

22.01 This Agreement shall continue in full force and effect from July 1, 2021 to October 31, 2023 and from year to year thereafter unless not more than ninety (90) days before the expiry of the terms of successive term either party provides notice to the other of termination or proposed revision of the Agreement.

This agreement is hereby signed on behalf of the parties on _____, of July, 2021.

For Ripley's Aquarium of Canada:

For the Union:

Peter Doyle


Andrew Russo

Charmaine Marcoux

Melanie Warren

Danny Roberts

Shan Ramanathan



Jim Woods

APPENDIX A - WAGES

Any Employee in any classification currently paid higher than the rate indicated in the grid upon ratification of this agreement will be red-circled and thus will retain their current rate of pay until the nominal rate catches up or if they change classifications.

The Company retains the sole discretion to determine the need for and to appoint Lead.

Department	Classification	Hourly Rate	Lead Premium
Husbandry	Aquarist	\$16.82	\$2.00
	Diver	\$15.21	
Education	Educator	\$15.21	
	Events Coordinator	\$18.02	
	Administrator	\$15.21	

LSS	LSS Technician	\$20.19	
Facilities Management	Maintenance Technician	\$19.00	
Housekeeping	Housekeeper	\$15.21	
IT	IT Analyst	\$19.67	
Guest Services	Guest Ambassador	\$15.21	\$1.00
Group Sales	Sales Coordinator	\$18.02	
Retail	Retail Sales Associate	\$15.21	