

COLLECTIVE AGREEMENT

- between –

GREENLAWN AND VICTORIA MEMORIAL GARDENS AND CREMATORIUM

(hereinafter called the "Company")

- and –

UNIFOR AND IT'S LOCAL 2458

(hereinafter called the AUnion")

WHEREAS the Union has been certified as the collective bargaining agent by the Ontario Labour Relations Board for all grounds and crematorium employees employed by Greenlawn and Victoria Memorial Gardens save and except supervisors, persons above the rank of supervisor, seasonal and part-time employees.

AND WHEREAS it is the end and purpose of this Agreement to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information may be transmitted between the parties, to formulate rules and regulations, to govern the relationship between the parties, to promote efficiency and service, and to set forth the basic agreements covering the rates of pay, hours of work, dispute procedure and conditions of employment.

NOW THEREFORE THOSE PRESENT WITNESSETH that the parties hereto agree as follows:

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ARTICLE 1 - RECOGNITION

- 1:01 The Company recognizes the Union as the sole collective bargaining agent for all grounds and crematorium employees employed by Greenlawn and Victoria Memorial Gardens save and except supervisors, persons above the rank of supervisor, seasonal and part-time employees.
- 1:02 It is agreed that the word "employee" or "employees" wherever used in this Agreement shall be deemed to refer only to an employee or employees in the Bargaining Unit. Where the masculine pronoun is used in this agreement it shall be deemed to include the feminine and gender-neutral pronouns, and vice-versa, where the context so requires.

ARTICLE 2 - UNION SECURITY

- 2:01 All employees who are covered by the terms of this Agreement shall be required, upon commencing employment on a permanent basis, to become members of the Union.
- 2:02 The Employer agrees that it will deduct the monthly union dues for the employees, in the month following the month of hire; and that it will forward to the Financial Secretary of the Union before the end of each calendar month the total amount of dues which have been deducted during that month, together with a list showing the names of employees from whom monthly dues deductions have been made and a list of employees for whom deductions were not made and the reason why.
- 2:03 The Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer might incur as a result of such deduction and remittance.
- 2:04 The Company will pay to the Union's Paid Education Leave Program Fund six hundred dollars (\$600.00) per calendar year.

Such payment shall be paid during the month of January each year and sent to the address supplied by the Union. The Local will be notified when such payment is made in writing.

ARTICLE 3 – DISCIPLINE, SUSPENSION, DISCHARGE AND DISMISSAL FOR CAUSE

- 3:01 A claim by an employee (who has completed their probationary period) that they has been unjustly discharged will be treated as a grievance if a written statement of such grievance is lodged with the Property Manager within ten (10) days after such employee ceases to work for the Company. Such grievance may be settled under the grievance procedure, including arbitration, provided by this Agreement by:
- (a) confirming the Company's action in dismissing the employee; or

- (b) reinstating the employee with full compensation for time lost; or
 - (c) by any other arrangement which may be deemed just and equitable under the circumstances.
- 3:02 (a) In the event that the Company disciplines, suspends or dismisses an employee, a copy of the letter provided to the employee shall be given to the Chairperson. In the case of suspension or dismissal, the employee will be provided with the letter stating the reasons for such suspension or dismissal within seventy-two (72) hours of the action taken. In the case of written discipline the employee will be provided with the disciplinary letter within fourteen (14) days from the day the discipline was imposed.
- (b) Where a Property Manager interviews an employee and it could be reasonably seen that the subject matter of such interview could lead to serious disciplinary action, the employee may request that a Union Representative be present during the interview.
- 3:03 An employee wishing to have access to their personnel file shall provide such request in writing. The employee will then be provided with a photocopy of the documents in their file within thirty-one (31) days of the request.
- 3:04 The employer shall remove the record of discipline from an employee's file after twelve (12) months providing that there has been no other performance incident of a similar nature since the letter was given to the employee.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4:01 The Union recognizes that the Company has the exclusive right and power to manage its business, direct the working forces and to hire, promote, transfer, demote or layoff, and to suspend, discharge (subject to Article 3 hereof) or otherwise discipline employees for just cause, provided that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure.

ARTICLE 5 - UNION COMMITTEEPERSON'S PRIVILEGES

- 5:01 The National Representative or a representative of Unifor Local 2458 may, with permission of the Cemetery Property Manager, or in their absence the Assistant Property Manager, have access to the properties of the Company to discharge their duties and such permission shall not be unreasonably withheld.
- 5:02 The employer agrees to recognize two (2) working union Committeeperson to the negotiating committee for the purpose of bargaining renewals of this agreement. A union Committeeperson must have been employed by the company for at least six (6) months.

5:03 The employer agrees to pay the Union Committeeperson of the negotiating committee, regular wage rates for normal working day hours only, in time spent in negotiating meetings between the company and the union with regard to the renewal of this agreement.

Such payment will also be made for similar time spent for any conciliation meetings held between the parties. Each Committeeperson will be provided with up to four (4) hours leave with pay for preparations for negotiations.

- 5:04 (a) Union business shall be considered good cause of leave of absence without pay for an employee elected or selected to attend to union business. The request for such leave shall be made in writing to the Property Manager at least one (1) week prior to the commencement of the leave. The granting of such leave shall not be unreasonably denied. No more than one (1) employee shall be granted such leave at any one time.
- (b) An employee may apply to the Employer for a leave of absence without pay without loss of seniority if they are elected or appointed to a full time position within the Local or the National Union. The employee may be granted such leave by the Employer and the leave would be without pay and all benefit coverage would be suspended until the employee's return to work. Such leave shall be for a period of not more than one (1) year. A maximum of one (1) employee would be granted such leave at any one time. An employee is entitled to only one such leave during their employment with the Company.

ARTICLE 6 - SICK BENEFITS

6:01 The parties agree to institute the short term sick leave plan of Arbor Memorial Inc.

6:02 If an employee's injury or illness is work-related, the short term sick leave will be paid at one hundred percent (100%) of gross pay.

6:03 When an employee reports for work and he appears to the Property Manager to be ill, such employee, before being permitted to continue their work, may be required to produce the certificate of a qualified physician, which certificate shall state that the employee is fit to carry out the duties to which they may be assigned. If the physician is one designated or approved by the Property Manager the payment for same shall be made by the Company.

ARTICLE 7 - CLOTHING AND SPECIAL EQUIPMENT

7.01 The Company shall supply employees with rubber coats, hats, gloves, and rubber boots where necessary for their protection for their own use, during working hours. Employees are responsible to take reasonable measures for the safekeeping of all equipment and such equipment will be replaced when necessary.

7:02 All such equipment shall be deposited at night or when not in use as directed by the Property Manager; under no circumstances shall it be removed from the property.

7:03 Rubber gloves will be supplied for use at disinterment's.

7:04 The employer supplies uniform clothing to all employees after the probationary period has been successfully completed.

(a) Employees at all times shall wear the uniform and be properly and decently dressed.

(b) Employees shall treat all apparel with reasonable care, and except for traveling to and from the company work place shall be only worn during work hours.

(c) Each employee is responsible for maintaining their uniform clothing in a clean and presentable manner. Except that once each year the company shall pay for the cleaning of one winter uniform parka and one (1) pair of insulated coveralls.

7:05 (a) The company shall supply the full-time grounds staff to be replaced after two years of use one (1) winter uniform parka or insulated coveralls.

(b) The Company will provide a clothing allowance of nine hundred dollars (\$900.00) effective November 1st, 2023 in the first year of the contract to purchase any of the following items providing they conform with the Company's dress code. Effective November 1st, 2024 the annual clothing allowance will be increased to nine hundred and twenty-five dollars (\$925.00) per year. Effective November 1st, 2025 the annual clothing allowance will be increased to nine hundred and fifty dollars (\$950.00) per year. Effective November 1st, 2026 the annual clothing allowance will be increased to nine hundred and seventy-five dollars (\$975.00) per year.

- i) uniform work pants
- ii) summer golf shirts
- iii) long sleeve work shirts or mock turtlenecks
- iv) non-insulated coveralls
- v) safety boots
- vi) vests
- vii) rubber coated gloves
- viii) long underwear
- ix) toques
- x) winter gloves
- xi) wool socks
- xii) spring/fall jackets

Employees will be provided with access to the online site information to view the clothing on line with the Manager. Samples will also be made available at the workplace, upon request or how mutually agreed.

(c) The Company will provide to requested retailers a list of authorized merchandise.

ARTICLE 8 - LOCKERS

8:01 The Company agrees to maintain adequate facilities for the care of clothing of employees.

8:02 Each employee shall be responsible for their cleanliness of their own locker.

ARTICLE 9 - GRIEVANCE AND ARBITRATION

9:01 Any employee covered by this Agreement may place a grievance before their Property Manager within ten (10) days from the time the circumstances upon which the grievance is based were known or could reasonably have been known by the grievor. Such employee may be accompanied by a Committeeperson.

9:02 If the Property Manager's reply is not satisfactory the grievance may be reduced to writing and delivered by mail or otherwise within five (5) days to the Regional Property Manager or Human Resources. The Regional Property Manager or Human Resources shall call a meeting of representatives of the Company and of the Union within one (1) week. At the conclusion of such meeting or any agreed adjournments the decision of the Company shall be endorsed on the grievance and delivered by mail or otherwise to the Union. If the issue is not resolved and arbitration is requested, such request must be submitted within forty-five (45) days.

9:03 When either party requests that any matter be submitted to arbitration as hereafter provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate a list of not more than three (3) potential Sole Arbitrators. Within five (5) days thereafter the other party shall nominate a list of not more than three (3) potential Sole Arbitrators. The parties will make efforts to agree to one Arbitrator. However, if the parties fail to agree on an Arbitrator herein required, the Minister of Labour shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure.

9:04 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

9:05 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

9:06 The Sole Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify, add to or amend any part of this Agreement.

9:07 The proceedings of the Sole Arbitrator will be expedited by the parties thereto, and the decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.

9:08 The parties hereto will equally bear the fees and expenses, if any, of the Sole Arbitrator.

9:09 The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties to this Agreement.

9:10 A discharged employee may lodge a grievance against discharge and may omit Step 1 of this procedure.

9:11 The Arbitrator, if called upon to deal with a discharge grievance, may direct the reinstatement of the employee with pay from such date as the arbitration may determine.

9:12 **Policy Grievance**

(a) Where a difference arises between the Employer and the Union concerning the interpretation, administration or violation of this Agreement, either party may place such grievance before the other. Where the grievance is initiated by the Union such grievance shall be placed with the Property Manager. Where the grievance is initiated by the Employer, the grievance shall be placed with the Committeeperson. This first step must be taken within twenty-five (25) days following the occurrence or circumstances giving rise to the grievance.

(b) If the reply to the policy grievance is not satisfactory the grievance shall proceed through the balance of the grievance and arbitration procedures.

9:13 **Group Grievance Procedure**

Where more than one (1) employee have identical grievances and each employee would be entitled to grieve separately, these employees may present a group grievance in writing to the Property Manager within ten (10) working days after the circumstances giving rise to the grievance. The grievance must follow the procedures as per Article 9:02 except where amended by this Article. The remaining provisions of the grievance and arbitration procedures shall then apply.

ARTICLE 10 - SENIORITY

10:01 New employees shall be deemed probationary for a period of sixty (60) days during which they shall have no seniority. During the probationary period and until a probationary employee shall obtain seniority status as herein provided, their name shall not appear on any seniority lists, nor shall there be any obligation on the Company to retain the services of such employee or to re-employ them if they are laid off or discharged during such period.

Seniority of all employees after sixty (60) days employment shall date from their original hiring.

10:02 A seniority list shall be prepared and shall be posted in the utility building where it may be inspected by an employee.

10:03 (a) In the event of a layoff, the Employer agrees to meet with the Union and discuss the reasons for such layoff, possible alternatives to the layoff and the method of implementation of the layoff.

(b) In the event of a layoff, such reduction shall be determined by the employee's ability to perform the duties and seniority.

(c) Notice of a layoff shall be provided to the employee in writing and shall abide by the Employment Standards Act (ESA).

(d) Employees shall be recalled from layoff in reverse order of the layoff. No new employees will be hired until those laid off employees with seniority have been recalled. An employee to be recalled shall be notified by registered mail to their last known address. A copy of this notice shall be sent to the Union. Such employee shall have three (3) days to advise the employer of their intent to return to work.

(e) A laid off employee shall not be entitled to benefits as per Article 15 beyond the end of the month following the employee's layoff date.

10:04 Seniority shall be broken and employment terminated by any of the following:

1. Quitting;

2. Discharge for just cause;

3. Absence without leave;

4. Failure to report for re-hiring;

5. Absent for a period of more than twenty-four (24) months. Seniority ceases and employment is terminated unless a medical certificate provided indicates the employee will be able to return to work at some time in the future.

10:05 Seniority lists with addresses shall be prepared in January of each year and a copy will be sent to the Union.

ARTICLE 11 - LEAVE OF ABSENCE

- 11:01 An employee may be given leave of absence without pay for legitimate purposes. The seniority of employees absent with leave or on sick leave shall not be affected thereby and the Company will continue any group insurance payments providing the employee pays their portion for up to sixty (60) days.
- 11:02 At no time shall working staff be reduced by more than thirty percent (30%) or at least two (2) members by the combination of the leave of absences as per Article 11:01, Union Leaves as per Article 5:04 (a), vacation as per Article 17 and lieu time as per Article 12:03.

ARTICLE 12 - HOURS OF WORK

- 12:01 Eight (8) hours of work in an eight and one half (8½) hour period shall constitute a working day and forty (40) hours of work in five (5) days shall constitute a work week which includes two (2) paid fifteen (15) minute rest periods each day.
- 12:02 Employees shall leave the building and tool sheds at the designated starting times for the day and shall continue on and at their work until the designated quitting time for lunch. Ten (10) minutes, if necessary, may be permitted to clean tools and wash up at the quitting time for the day.
- 12:03 Time worked in excess of the work day or work week as defined in 12:01 above, shall be paid for at the rate of time and one half (1½) the regular rate. Employees may be allowed to bank overtime and take such banked time off at a date mutually acceptable to the employee and the Company. Time worked on a Sunday will be paid for at the rate of double time (2x) the employee's regular rate including banking overtime. The employees shall be allowed to accumulate up to forty (40) hours time off in their bank per fiscal year to use towards time off at a later date. Such time off shall be taken in four (4) hour blocks. If an employee does not use their banked time before the end of the fiscal year the remaining time will be paid out to the employee.
- 12:04 Employees required to work on Sunday shall be paid double (2) time for each hour worked.
- 12:05 Employees reporting for work without previous notice that they would not be required shall be given a minimum of either four (4) hours of work or four (4) hours of pay.
- 12:06 This article shall not be deemed a guarantee of work, except as provided in 12:05 above.
- 12:07 In so far as is practical, when overtime is scheduled by the Company, management will distribute such work by preference of seniority to employees in the bargaining unit who normally perform the work.

12:08 The employer reserves the right to add a regular Sunday shift for full time employees hired into the bargaining unit after November 1st, 2004. If the employee's schedule includes Sunday as a working day then Article 12:04 will not apply.

12:09 There will be a rotating schedule for regular hours of work and a rotating schedule for overtime from the most senior to the most junior employee.

Notwithstanding Article 12:01, 12:03 and Article 12:07 of the Collective Agreement the employees covered under this Agreement are working a mutually agreeable rotating shift. Overtime is paid for any hours worked over and above their scheduled shift hours. In addition, a mutually agreed to rotating schedule is being used for distribution of overtime. This schedule provides equal access to overtime for all employees.

12:10 Job Selection shall be by seniority

Employees will be selected to work the Tuesday to Saturday shift schedule by seniority. An employee may refuse such shift if there is a lower seniority employee. An employee currently working those shifts will have the option to transfer to the regular Monday to Friday shift when a new employee is hired. Only one (1) employee will be required to work such shift schedule.

ARTICLE 13 - WAGES AND JOB CLASSIFICATIONS

13:01 Wage increase in each year of the Collective Agreement to all levels/classes.

	Current Rate Including COLA	November 1st, 2023 \$1.15	November 1st, 2024 \$1.00	November 1st, 2025 \$1.00	November 1st, 2026 \$1.00
CLASS 1	\$30.48	\$31.63	\$32.63	\$33.63	\$34.63
CLASS 2	\$31.76	\$32.91	\$33.91	\$34.91	\$35.91
CLASS 3	\$32.25	\$33.40	\$34.40	\$35.40	\$36.40

November 1st, 2023 – \$1.15 increase as above.

November 1st, 2024 – \$1.00 increase as above.

November 1st, 2025 – \$1.00 increase as above

November 1st, 2026 – \$1.00 increase as above

Automatic progression through the classes shall be as follows:

CLASS 1	after 60 days of employment;
CLASS 2	after 1 year of employment;
CLASS 3	After 36 months of employment.

Nothing in this Agreement shall act to reduce the wages or working conditions of any person now employed.

13:02 (a) Those employees engaged in removals and raising deep graves shall receive the following bonuses:

1. Adults \$900.00
2. Children \$900.00

(b) The above bonuses shall be shared equally amongst all the full time employees, and must be paid out by October 30th of each year.

(c) The above bonuses shall not apply to cremated remains.

13:03 The parties agree that there will be no layoffs or reduction of daily or weekly hours of work or erosion of the bargaining unit as a result of the employer's use of outside contractors or use of non-bargaining unit employees performing work traditionally done by the bargaining unit employees.

13:04 Bargaining unit members are eligible for the Company's Long Service Award Policy.

13:05 It is understood and agreed that bargaining unit members will have access to the Company's available Employee Perks. Employee Perks are subject to change and are not a guaranteed benefit.

13:06 The Employer agrees to pay sixty dollars (\$60.00) for each casket carried by the bargaining unit members, which shall be divided equally amongst the bargaining unit employees. These monies will be paid to said employees on or about October 31st each year. A recording form shall be posted in their respective lunchroom listing the date, burial number, and signed by one (1) of the employees involved as well as the respective Manager. The tracking form shall remain permanently posted in the lunchroom with additional numbered pages required as necessary.

ARTICLE 14 - COST OF LIVING ALLOWANCE

14:01 The cost of living allowance will be determined in accordance with changes in the Consumer Price Index (CPI) all Canada (herein referred to as CPI) published by Statistics Canada (2002=100) or the equivalent.

14:02 Effective November 1st, 2024 and November 1st thereafter (see below) the cost of living allowance shall be determined as follows:

(a) The following formula shall be applied:

$$\frac{\text{CPI for October (current year)} - \text{CPI for October (preceding year)}}{\text{CPI for October (preceding year)}} \times 100.$$

- (b) In the event that the calculation in (a) above, provides a result greater than 2.5% the amount of the cost of living allowance shall be determined as follows:

The amount of the Cost of Living Allowance will be calculated on the basis of one cent (1¢) per hour for all compensated hours for each 0.0492 change in the CPI as in (a) above.

$$\text{CPI for October (current year)} - \text{CPI for October (preceding year)} / 0.0492.$$

- 14:03 The above noted calculation will be performed upon release of the CPI figures by Statistics Canada for October of the current year (i.e.: around November 22nd) and paid retroactive.
- 14:04 The amount of any cost of living allowance in effect at any given time is computed by including overtime pay, vacation pay, sick leave with pay and holidays with pay.
- 14:05 All cost of living payments will be paid in the form of a permanent “fold-in” on hourly rates on the basis of calculation of the CPI increase as in 14:02 above.
- 14:06 The cost of living allowance shall not exceed eighty-five cents (0.85¢) per hour in each given year.

ARTICLE 15 - HEALTH AND WELFARE

- 15:01 The Company agrees to pay one hundred percent (100%) of the premium cost for the following flexible benefits supplied by an Insurance Company:

1. Group Life Insurance Plan - One (1) times salary;
2. Long Term Disability - at sixty-six-point six seven percent (66.67%) of salary;
3. Employee AD & D coverage - five (5) times salary;
4. E.A.P. Program.

- 15:02 The employees are also provided with the following flexible benefits supplied by an Insurance Company and premiums for these plans are on a cost sharing basis.

If an employee opts out of health and/or dental coverage the Company's share of the premiums will provided the employee with a Health Spending Account (HSA).

1. Extended Health Care Plan;
2. Dental Plan.

- 15:03 Employees have the option of participating in the following flexible benefits. Premiums for these options are 100% paid by the Employee.

1. Optional Employee Life Insurance;
2. Spousal Life Insurance;
3. Dependant Life Insurance;
4. Family AD & D Insurance;

- 15:04 The employees are provided with the Arbor Memorial Inc. Employees pension plan as outlined in the Pension Plan Document. The contribution will be shared equally by the employees and the Company. Any improvements in the pension plan will be applied to bargaining unit members.
- 15:05 The Company agrees that any Major Medical or Vision coverage that is not covered or completely covered by the Group Insurance Plan for a work related injury or illness will be reimbursed to the employee by the Company to that amount paid by Workers Safety and Insurance Board (WSIB).
- 15:06 The Company's sole obligation is to attempt in good faith to obtain coverage for the benefits specified in 15:01, 15:02 and 15:03 and to pay their portion of the required premiums. The benefits will be set out in the insurance plan and any dispute as to whether or not a particular employee is entitled to receive benefits is a matter between such employee and the insurance company.
- 15:07 The Employer will make available booklets to all employees outlining the benefits provided, through the Benefit Plan and the Union with a copy of all insurance plans and coverage.

Any improvements in the plan will be applied to bargaining unit members and the chairperson will be notified at the time the improvements made.

In the event the Company changes a carrier, the benefits must be the same or better.

15:08 **CAREGIVER PAID TIME OFF (PTO)**

To assist employees in caring for family members, inclusive of parents and children, who are required to provide caregiver support to attend medical appointments or home care, the Company will provide up to three (3) paid days off per calendar year.

Employees are required to give as much advance notice as possible prior to taking the time off. Unused PTO cannot be carried over year over year and will not be paid out at the end of the calendar year.

ARTICLE 16 - PAID HOLIDAYS

16:01 This agreement recognizes the following twelve (12) paid holidays per year:

- | | |
|-------------------|----------------------|
| New Year's Day | August Civic Holiday |
| Canada Day | Victoria Day |
| Thanksgiving Day | Christmas Day |
| Labour Day | Boxing Day |
| Good Friday | Family Day |
| Float Holiday (1) | Float Holiday (2) |

- (a) It is understood that under no circumstances will the cemetery be closed for more than two (2) days at any one time. Saturday and Holiday work may be required by the Employer.
 - (b) Float holidays shall be granted at a time convenient to the company through the Property Manager. Requests will not be unreasonably denied.
- 16:02 On each of the above days, employees shall receive a holiday and one day's pay at the regular rate, provided such employee has worked the whole of the working day last preceding the holiday and works the whole of the working day immediately following such holiday.
- 16:03 An employee may, with the consent of his Property Manager, transfer his holiday from any of the above days to a regular working day.
- 16:04 An employee who is required to work on a statutory holiday, being one of those ten (10) holidays more particularly enumerated above and they have not transferred their holiday as 16:03 above, they shall be paid at the rate of two and one half (2½) times the employee's regular rate of pay for the holiday worked.

ARTICLE 17 - VACATIONS

17:01 No later than February 1st of each year, the employer shall post a vacation list and each employee in order of seniority may apply for up to two (2) weeks of their vacations before February 15 of each year. Approved vacations will be posted on the vacation list. Beginning February 16 each employee in order of seniority may apply for all remaining vacation time on such list as desired and such request must be completed by March 1st each year. Approved vacations will be updated on the posted vacation list.

If an employee has not entered their vacation request by March 1st, the employee shall be considered to have relinquished any rights their seniority would have given them with respect to vacation scheduling.

Vacation requests will not be unreasonably denied. "As per Article 11:02".

If an employee wishes to change their vacation period they must provide a minimum of two (2) weeks notice to the employer and no reasonable request will be withheld, however, the change cannot affect any other employees who have scheduled their vacation in the desired period.

- 17:02 Each employee with less than one (1) year of continuous service shall receive a vacation prorated up to fifteen (15) days with pay at their regular rate.
- 17:03 Each employee with one (1) or more years of continuous service shall receive a vacation of three (3) weeks with pay at their regular rate of pay.

- 17:04 Each employee with five (5) years or more of continuous service shall receive a vacation of four (4) weeks with pay at their regular rate of pay.
- 17:05 Each employee with ten (10) years or more of continuous service shall receive a vacation of five (5) weeks with pay at their regular rate. It is understood that an employee in this category may be requested to split their vacation period.
- 17:06 Each employee with twenty (20) years of service shall receive vacation of five (5) weeks and one (1) day at their regular rate.
- 17:07 Each employee with twenty-one (21) years of service shall receive vacation of five (5) weeks and two (2) days at their regular rate.
- 17:08 Each employee with twenty-two (22) years of service shall receive vacation time of five (5) weeks, three (3) days at their regular rate.
- 17:09 Each employee with twenty-three (23) years of service shall receive vacation of five (5) weeks and four (4) days at their regular rate.
- 17:10 Each employee with twenty-four (24) years of service shall receive vacation of five (5) weeks and five (5) days at their regular rate.
- 17:11 The calendar year shall be used to calculate an employee's vacation entitlement and payment. Vacations must be taken each year and vacations not used in one (1) year must be used by the end of February of the following year.
- 17:12 Vacation pay will be paid in advance if requested by the employee three (3) weeks in advance of the vacation.
- 17:13 If any improvement in company policy for vacation entitlement occurs during the life of this Agreement, such improvement would be implemented for bargaining unit employees at the effective date of such change.
- 17:14 Employees who leave the service of the Company prior to receiving their vacations as above shall be dealt with in accordance with 17:02, to 17:10, above as applicable.

ARTICLE 18 - STRIKES AND LOCKOUTS

- 18:01 Neither the Union nor any employee shall take part in or call or encourage any strikes, sit downs, slowdowns, or any suspension of work against the Company which shall in any way affect the operations of the Company; nor shall the Company engage in any lockouts.

ARTICLE 19 - BEREAVEMENT LEAVE

- 19:01 An employee shall be permitted time off work for the purpose of arranging and attending the funeral of a member of their immediate family, as listed below, up to a maximum of five (5) days. Where any of such days falls on a scheduled working day for the employee, they shall be paid a bereavement allowance for the hours they were scheduled to work at their applicable hourly rate. Immediate family shall mean spouse, son or daughter, step-son or step-daughter, mother, father, sister, brother, mother-in-law, father-in-law, step parents, step sisters and step brothers.
- 19:02 An employee shall be permitted time off work for the purpose of arranging and attending the funeral of a member of their extended family as listed below, up to a maximum of three (3) days. Where any of such days falls on a scheduled working day for the employee, they shall be paid a bereavement allowance for the hours they were scheduled to work at their applicable hourly rate. Extended family shall mean mother, father, sister, brother, grandparent, spouse's grandparents, grandchildren, sister-in-law, and brother-in-law.
- 19:03 One day will be permitted off work to attend the funeral of an employee's aunt, uncle, niece, nephew or cousin.
- 19:04 An additional two (2) working days will be allowed for the purpose of arranging and attending a funeral outside the country for a family member as outlined in 19:01 or 19:02 above.

ARTICLE 20 - JURY DUTY

- 20:01 If an employee is required to serve as juror in any court of law, or is required to attend as witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law, the Company shall pay the employee the difference, if any, between the compensation amount paid to them for their attendance at court proceedings and the amount they would have received for services normally rendered to the Company during the same period, during the period required.

ARTICLE 21 – HEALTH AND SAFETY

- 21:01 The Company recognizes its obligation to implement and maintain health and safety policies and procedures that maintain and protect the health and safety of its employees. The Company agrees to abide by the Ontario Occupational Health and Safety Act.

National Day of Mourning

- (a) The Union Committee will arrange and the Company will approve for employees, each year on April 28th at 11:00 a.m., one minute of silence will be observed in memory of workers killed or injured on the job.

(b) The Union Committee will arrange and the Company will approve for employees on December 6th - Take back the night one minute of silence. (Montreal Massacre).

21:02 In addition to an employees selected benefit package that may or may not include prescription safety glasses coverage and eye exam because of their benefit package selected as per Article 15, all employees regardless of level of benefit entitlement will be entitled to three hundred & seventy-five dollars (\$375.00)/24 month period for the use of prescription safety glasses and/or eye exam. Such payment shall be made to employees upon receipt.


ARTICLE 22 - RENEWAL


22:01 This Agreement shall be in force for the period from the 1st day of November 2023 to the 31st day of October 2027 and shall continue in force from year to year thereafter unless either party gives notice in writing to the other within ninety (90) days preceding the end of the term of the Collective Agreement of its desire to bargain with a view to the renewal, with or without modification of this Agreement or to the making of a new Agreement.


22:02 If pursuant to such negotiations, an agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until consummation of a new Agreement or completion of the Conciliation procedures as prescribed under the Ontario Labour Relations Act.

DATED IN WINDSOR, ONTARIO THIS 21st DAY OF November 2023


FOR THE COMPANY




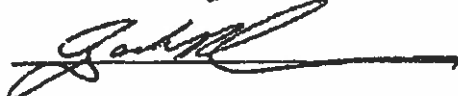




FOR THE UNION







mg/cope343

ARTICLE 23 – DISCRIMINATION & HARASSMENT

23:01 The Union acknowledges that the Company has in place a written policy with respect to “Discrimination and Harassment”.

It is agreed that in the event that a Union employee feels they are the victim of discrimination or harassment that such employee will have the option of discussing the matter with their Union representative.

Furthermore, it is agreed that in the event of a Union member being involved in a complaint of discrimination or harassment, that a Union representative will be involved in the informal investigation process and advised of the investigation findings.

It is understood that in the event an employee is not satisfied with the result of the outcome of a complaint dealt with under this policy or prefers not to access the policy, that such employee may lodge a complaint through the Grievance and Arbitration Procedure as set out in the collective agreement.

LETTER OF UNDERSTANDING #1 – RE: GENDER NEUTRAL

All references in this agreement not amended in negotiations when preparing the new collective agreement shall be amended as follows:

His, Her, He, She, Him, Man (in any variation or on its own) To They, Their, The, Them, Employee – where the context requires.

LETTER OF UNDERSTANDING #2 – RE: COLA

During the 2023 negotiations the parties agreed on new language for Article 14 Cost of Living.

However, it is agreed by the parties to apply the current language in Article 14 for the November 1st, 2022 to October 31st, 2023 period year and any result that would provide an increase as per the calculations will be paid.

mg/cope343