

**COLLECTIVE AGREEMENT**

**BETWEEN**

**MOUNT PLEASANT  
GROUP OF CEMETERIES**

**(“Employer”)**



**AND**

**UNIFOR LOCAL 112**

**(“Union”)**



***FULL TIME AND PART TIME  
EMPLOYEES***

**DURATION**

**June 26, 2021 to June 25, 2025**



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WHEREAS the employer is a non-profit corporation organized to provide a public service and all funds of the corporation must be used for the maintenance of present properties and the development of new properties for the future use of the public;

AND WHEREAS the Union has been certified as the collective bargaining agent for the employees of the Employer hereinafter mentioned;

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 to govern the relationship between the parties, to promote efficiency and service, and to set forth the basic agreements covering the rate of pay, hours of work, dispute procedure and conditions of employment.

NOW THEREFORE THESE PRESENTS WITNESSETH THAT the parties here agree as follows:

**ARTICLE I  
RECOGNITION**

- 1.01 All employees of Mount Pleasant Group of Cemeteries employed as diggers, truck drivers, labourers, Mausoleum Custodians, Mechanics and general cemetery help at Prospect Cemetery, Mount Pleasant Cemetery, Elgin Mills Cemetery, Necropolis Cemetery, Pine Hills Cemetery, Beechwood Cemetery, Meadowvale Cemetery, Thornton Cemetery, York Cemetery and the Equipment Maintenance Shop, save and except seasonal employees, crematorium operators, patrol persons, salespersons, office staff, supervisors and those above the rank of supervisor.
- 1.02 All employees referred to above who work at any alternate work site of the employer will be covered

by all terms and conditions of this collective agreement

**ARTICLE 2  
GENDER**

- 2.01 For the purpose of interpretation of this Agreement wherever the singular or masculine gender is used in this Agreement it shall be considered as if the plural or feminine has been used where the context of this Agreement so requires.

**ARTICLE 3  
HUMAN RIGHTS**

- 3.01 The Employer and the Union agree that, in accordance with the Ontario *Human Rights Code*, save and except legislated exemptions, there shall be no discrimination, interference, restraint or harassment or coercion exercised or practised by either of them, or by any of their representatives, with respect to any employee because of his/her age, disability, race, colour, place of origin, ethnic origin, citizenship, marital status, creed, nationality, sex or sexual orientation, gender identity, gender expression on account of religious or political affiliations, or because of his/her membership or activities or lack of membership or activities, in the Union.
- 3.02 The Employer and the Union are committed to providing a harassment free workplace. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds enumerated above. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

3.03 The Employer and the Union agree to adhere to and uphold the “Harassment Prevention Policy” as established by the Employer and amended from time to time, after consultation with the Union. Any amendments to the Policy shall be supplied to the National Representative and the President of the Local Union. During the life of this agreement, the employer agrees not to remove the provision in the Harassment Prevention Policy relating to the grievance procedure.

#### **ARTICLE 4 DEFINITIONS**

- 4.01 (a) “Employee” means any person in the employ of the Employer who is in the bargaining unit covered by this Agreement.
- (i) “Full time Employee” – a full time employee is a person who is normally employed on a continuous full time basis and is regularly scheduled to work 40 forty hours per week.
  - (ii) “Part-time Employee” – A part time employee is a person who is normally employed between twenty four (24) and thirty two (32) hours. The Employer may grant employee requests to regularly work less than twenty four (24) hours which shall not be considered a breach of this provision.
  - (iii) Part-time employees will remain eligible for seasonal work opportunities during the life of this Agreement, with such work to be compensated in accordance with the terms of the Seasonal Collective Agreement.

- (iv) Part-time employees who commit to being available for seasonal work opportunities but fail to perform at least fifty-percent (50%) of the shifts offered to them in a month forfeit their right to work such opportunities for the remainder of the calendar year.
- (b) Seasonal Employees are not covered by the provisions of this Agreement and are therefore not entitled to the pay, benefits or other compensation provided hereunder except as expressly provided.
- (c) A Seasonal employee is employed for a period of seasonal employment, generally commencing on or about April 1<sup>st</sup> of each year.

## **ARTICLE 5 UNION SECURITY**

- 5.01 All employees who are members of the Union at the signing date of this Agreement and any employees hired after the signing date of this Agreement must maintain their membership.
- 5.02 The Employer shall deduct the monthly Union dues for the employees in the month following the month of hire and it shall forward to the Secretary Treasurer 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 and total number of all employees from whom monthly dues deductions have been made.
- 5.03 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.

- 5.04 Upon commencement of employment, all employees shall be advised of the Union and the conditions relating to the payment of monthly Union dues. One of either the Union President or Chairperson may meet such employees during regular working hours for up to thirty (30) minutes, in order to orient the employee with respect to the duties and obligations of the Union.

## **ARTICLE 6 MANAGEMENT RIGHTS**

- 6.01 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order and efficiency;
  - (b) hire, promote, demote, classify, transfer, suspend and retire in accordance with established policy, and the discipline or discharge of any employee for just cause, provided that a claim by an employee who has acquired seniority that he/she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) make, enforce and alter reasonable rules and regulations to be observed by the employees as are posted from time to time.

## **ARTICLE 7 UNION REPRESENTATION**

- 7.01 The National Representative, or a duly designated member of the Local Executive, shall, after securing prior approval from the Property Manager, have access to Employer properties to discharge his/her

duties provided employees are not disturbed in the performance of their duties.

## **ARTICLE 8**

### **UNION REPRESENTATIVES**

- 8.01 The Union shall be permitted to elect or appoint a Steward at each property (to represent both bargaining units). The Steward must have been employed for at least six (6) months before being elected or appointed. Each Steward must be an employee of one of the bargaining units.
- 8.02 The Employer shall recognize the Union's National Representative, Local Union President, Unit Chairperson, Bargaining Committee members and each property Steward. Unit Chairperson shall be from the Full-Time unit and have a minimum of 6 months employment to be elected or appointed.
- 8.03 The Employer agrees to recognize a Negotiating Committee comprised of the Chairperson and Bargaining Committee as elected or appointed to a combined maximum of five (5) employees for the purpose of negotiating a renewal of the collective agreements. All negotiating committee members must be comprised of employees within the bargaining units. Wherever possible, the bargaining unit representatives shall each be from different properties.
- 8.04 Members of Negotiating Committee shall receive their regular wage rates for time spent in negotiations with the Employer, up to their regularly scheduled hours, which are convened to bargain the renewal of this Agreement. Such payment shall be made for time spent in grievance meetings up to but not including mediation or arbitration and collective bargaining up to but not including conciliation meetings.

## **ARTICLE 9 SICK BENEFIT**

9.01 Employees having at least three hundred and twenty (320) hours of service shall be eligible for sick leave in accordance with the following:

- (a) Part Time employees shall receive sick leave payable at 100% of their hourly rate for any scheduled time missed, days to be taken in whole, as follows:
  - (i) Class 1 – 3 days per calendar year
  - (ii) Class 2 – 5 days per calendar year
  - (iii) Class 3 – 8 days per calendar year
- (b) Full Time Employees shall receive up to six (6) days sick leave to be paid at 100% of their hourly rate and up to sixty-nine (69) days at 66 2/3% of their hourly rate.
- (c) Full Time Employees with one (1) year of service but less than five (5) years of service shall receive up to ten (10) days of sick leave to be paid at 100% of their hourly rate and up to sixty-five (65) days at 66 2/3% of their hourly rate.
- (d) Full Time Employees with five (5) years or more of service shall receive up to fifteen (15) days sick leave to be paid at 100% of their hourly rate and up to sixty (60) days at 66 2/3% of their hourly rate.
- (e) Full Time Employees in receipt of Short Term Disability benefits may elect and advise the Employer in writing if they wish to apply their sick leave credits to top up such benefits to 100% of their regular pay. In the event of such an election, the Employee shall forfeit one

third (1/3) of a sick leave credit to top up the daily Short Term Disability benefit.

- 9.02 (a) An employee claiming sick leave is required to notify the Employer, in accordance with policy, by 8:00 a.m. on the first day of such illness, and every day thereafter provided he/she is medically able. The employee may also provide an estimated time of return, and shall not be required to call in daily under this provision.
- (b) In normal circumstances, the Employer may only require an employee to produce a doctor's certificate substantiating an absence due to illness to its satisfaction after three (3) or more consecutive days of such absence. The cost of such certification shall be paid by the Employer.
- 9.03 The short term sick leave plan shall be registered with the Employment Insurance Commission. The employees' share of the Employer's EI premium reduction shall be retained by the Employer to offset the cost of benefit improvements contained in this Agreement.
- 9.04 (a) An employee who returns to work after a period of absence due to illness or injury extending over five (5) days may be required to produce a medical certificate from his/her physician substantiating fitness for duty. In the event an employee is requesting modified work, the employee may be required to provide a duly completed fitness for work certificate on a form provided by the Employer and shall complete any insurance forms which may be required by the Employer's insurance carrier.
- (b) The Employer may also require, under certain circumstances, that an employee attend at an

independent physician from the list maintained for this purpose by the Ontario College of Physicians and Surgeons, in order to obtain an Independent Medical Evaluation or Functional Ability Evaluation to satisfy any fitness for duty concerns. The Employer shall bear the cost of this procedure.

- (c) Once medically cleared to return to full duties, the Employer shall return the employee to the position and property to which he/she was last assigned provided a vacancy exists or the employee elects to bump the least senior employee at the property.

9.05 An employee requiring modified work may be assigned to another property where such work is not available at his/her base property until such time as the employee is medically certified to perform his/her regular duties. The employee shall be entitled to a travel allowance for the distance that such travel exceeds the distance from his/her residence to his/her regularly assigned property.

## **ARTICLE 10 CLOTHING AND SPECIAL EQUIPMENT**

- 10.01 (a) The Employer shall supply employees with all such clothing and equipment as is required in the course of performing employment duties. This shall include any clothing and equipment as may be required under the *Occupational Health & Safety Act*, and its regulations. Replacement clothing and equipment shall not be unreasonably denied. The Employee has an obligation to advise the Employer of any replacement needs.

The current issue, which may be amended from time to time, is as follows:

Anti-Vibration Gloves  
Rain Suit  
Hat  
Rubber Boots  
Rubber Gloves  
Air Filtration Respirators (supplemented by  
deodorizing products where necessary)  
Ear and Eye Protection  
Safety Helmet  
Uniforms  
Disposable Coveralls  
Overalls  
Gloves appropriate for potential hazards  
involved in garbage removal  
Baseball Cap or "Boonie" Hat (emblazoned  
with the MPGC logo)  
N95 Particulate Respirator Masks  
Rain Gear

- (b) Notwithstanding the foregoing, it is the responsibility of employees to purchase and wear C.S.A. approved safety boots. Effective January 1<sup>st</sup>, 2018, the Employer shall establish an account for each employee to spend up to \$275 per annum on such boots at a third party vendor. Any amount not utilized in the applicable calendar year may be carried over for use in the following year but must be spent within the first 90 days of such year or is forfeit.
- (c) Employees who transfer from the Seasonal Bargaining unit shall only be entitled to receive the difference between respective boot allowances.

10.02 All equipment issued by the Employer shall be deposited at the employee's assigned property in the designated locker or other storage site as may be provided. In the event an employee is reassigned or

temporarily transferred to another property, the employee shall take all such clothing and equipment to the alternate worksite for use and storage.

- 10.03 The proper shoring material shall be supplied in all circumstances where it is necessary.
- 10.04 Employees who have successfully completed their probationary period shall be supplied with a uniform. The uniforms must be worn and visible at all times, except for unusual circumstances. Employees are responsible for maintaining their clothing and equipment in a clean and presentable manner. Costs incurred to repair clothing damaged in the course of performing duties shall be reimbursed by the Employer upon presentation of a valid receipt.
- 10.05 Employees requiring prescription safety glasses will be reimbursed up to \$100 every two (2) years upon presentation of a receipt.

## **ARTICLE II GENERAL**

- 11.01 The Employer shall maintain adequate facilities for the storage of Employer issued clothing. The Employer shall provide and maintain shower and washroom facilities.
- 11.02 Employees shall at all times maintain the cleanliness of lockers.
- 11.03 The Employer shall provide one secured space at each property upon which the Union may post notices or other communications to its members. The parties agree that only notices that are signed by a Union official and approved by the Employer will be posted on the bulletin board, such approval not to be unreasonably withheld. Union notices shall be confined to these secured spaces.

## ARTICLE 12 GRIEVANCE PROCEDURE

- 12.01 The purpose of this Article is to establish a procedure for the settlement of all grievances and for the referral of grievances to arbitration where necessary. The computation of calendar days in respect of the grievance procedure shall exclude public holidays (as per the *Employment Standards Act, 2000*) and the employee's or employer representative's approved vacation time.
- 12.02 **Step 1** – Any employee having a grievance relating to the terms and conditions of this Agreement shall communicate his/her concerns to his/her immediate supervisor within seven (7) calendar days of the occurrence of the matter (or when such matter came, or ought to have come, to the member's attention).
- 12.03 **Step 2** – If the grievance is not satisfactorily resolved within twenty-four (24) hours, the Committeeperson shall, within five (5) calendar days submit the grievance in writing, citing any and all relevant facts, names and articles of this Agreement, as well as the relief sought, to the Property Manager on the prescribed form supplied by the Employer. The Property Manager shall render his/her decision in writing to the Committeeperson within seven (7) calendar days of the receipt of the grievance.
- 12.04 **Step 3** – Should the employee or the Union be dissatisfied with the decision rendered in Step 2, the Union may, within seven (7) calendar days, refer the grievance to the Director of Property Management. The Director of Property Management and a Human Resource representative shall meet with the Union National Representative and/or President, Chairperson along with the Grievor within the next seven (7) calendar days to consider the matter.



The Director of Property Management decision on the grievance shall be rendered in writing and delivered to the President of the Local, or his/her designate as may be identified to the Employer in writing, within seven (7) calendar days after the holding of the meeting.

- 12.05 **Arbitration** – If the above process does not yield an outcome satisfactory to the employee, the grievance may be referred to an arbitrator, provided written notice of the party's intention to refer the dispute to an arbitrator is given to the other party within ten (10) calendar days after management's decision. Within five (5) calendar days of the giving of written notice, both parties shall exchange lists of three (3) proposed arbitrators. In the event that no name is common to both lists, either party may within ten (10) calendar days after the lists have been exchanged request the Minister of Labour of Ontario to appoint an arbitrator and shall provide the other party with a copy of such request.
- 12.06 The Arbitrator shall not make any decision inconsistent with the provisions of this agreement, nor alter, add to or amend any part of this Agreement.
- 12.07 Grievances relating to the discharge or suspension of an employee (extending over two days), may be lodged in writing through the Committeeperson directly to the Director of Property Management and dealt with at Step 3. Such grievances must be submitted within five (5) calendar days of the occurrence of the matter.
- 12.08 The grievance procedure outlined in this Agreement shall apply equally to a grievance lodged by a group of employees (provided all such employees are individually identified), a Union policy grievance, or an Employer grievance. A grievance in-

initiated by the Employer shall be submitted to the Committeeperson, Union National Representative or President of the Local Union at Step 3.

- 12.09 The time limits set out herein are mandatory. However, the parties to this Agreement may, on mutual consent in writing, waive any non-compliance with the mandatory time limits set out herein or agree to expedite the grievance process, abridging the stipulated times or order of proceeding.

### **ARTICLE 13 SENIORITY**

- 13.01 All employees shall be deemed to be probationary until they have successfully completed three hundred and twenty (320) hours of work from their date of employment with the Employer. The probationary period of an employee may be extended up to a further six (6) weeks with the written consent of the employee, the Employer and the Chairperson. All employees, full and part time and seasonal shall serve only one such probationary period with the Employer.
- 13.02 (a) Full time employees who have successfully completed their probationary period shall accumulate seniority and service from their date of employment.
- (b) Part time employees who have successfully completed their probationary period shall accumulate seniority on a calendar basis from their date of employment into this agreement.
- (c) Service and seniority accumulated while employed in the Seasonal bargaining unit, or while performing seasonal work, shall not count towards seniority or service for determining

rights and entitlements under this Agreement unless expressly provided otherwise.

- (d) The calculation of seniority and service shall be based solely on the date of hire into the Full Time / Part Time Collective Agreement and, for Part Time employees, hours worked performing Full Time / Part Time duties.

13.03 For the purpose of selecting vacation or time off, the Employer shall recognize the employee's seniority date as calculated above.

13.04 Probationary employees may be discharged during the probationary period and such discharge shall not be subject to the grievance procedure, unless the Union demonstrates such discharge was contrary to the *Human Rights Code* or in bad faith. There shall not be any obligation on the Employer to re-employ an employee laid off or discharged during his/her probationary period.

13.05 Seniority lists shall be prepared to reflect company wide seniority and shall be posted bi-annually (June 15<sup>th</sup> and December 15<sup>th</sup>) in an area where they may be inspected by employees. The Union shall also be provided with such seniority lists.

13.06 An employee shall forfeit all seniority and shall be deemed terminated if:

- (a) the employee quits;
- (b) the employee is discharged and the discharge is not reversed through the grievance procedure;
- (c) the employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing the Employer with a satisfactory reason;

- (d) the employee fails to confirm in writing to the Employer his/her intention to accept recall, which confirmation must be received within twenty one (21) days of the Employer sending the recall notice to the employee's last known address via registered mail;
- (e) the employee accepts a non-bargaining unit position and does not return to the bargaining unit within six (6) months of such departure; or if returning from a non-managerial role, within twelve (12) months or
- (f) the employee is not recalled within thirty-six (36) months of layoff.

**ARTICLE 14**  
**JOB POSTINGS AND TRANSFERS**

- 14.01 (a) In the event new jobs are created or vacancies occur within the bargaining unit, the Employer shall post such new jobs or vacancies for a period of seven (7) working days in order to allow bargaining unit employees to apply.
- (b) Employees who have successfully posted into a previous vacancy will not be eligible to apply until having occupied such position for at least nine (9) months unless the Union and Employer agree otherwise. This restriction shall not prohibit a Part Time employee from applying for a Full Time vacancy.
- 14.02 (a) The Applicant with the greatest seniority who applied for the job and is immediately qualified to perform the work, based on the Employer's assessment of qualifications relevant to the position, shall be given up to thirty (30) working days at the job to demonstrate his/her competence in the position.

(b) Qualified Applicants will be selected on the following basis: most senior Full Time, then Part Time.

14.03 If, during the thirty (30) day familiarization period, the Employer determines that the applicant is unsatisfactory in the position, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position. Any other employee promoted or transferred as a result of the employee's original application shall be returned to his/her former position. This trial period shall apply equally with respect to employees accepting positions outside the bargaining unit.

14.04 In the event the candidate is returned to his/her former position during the familiarization period any consequential transfers to reverse the posting results shall be affected and shall not be subject to the grievance procedure.

14.05 (a) Where there are no candidates qualified in accordance with 14.02, the Employer shall select either an internal candidate on the basis of seniority for training, receive applications from the employees in the Seasonal Bargaining on a seniority basis, or hire externally provided such recruits are immediately qualified for the position, subject to a reasonable orientation period as may be necessary.

(b) A seasonal employee selected for training will, upon completing such training, be given the familiarization period on the terms and conditions set out in 14.03 except that further training may be provided within the familiarization period to assist the seasonal employee in demonstrating the required competence.

The seasonal employee is not required to be immediately qualified until after having had an opportunity for training and familiarization in accordance with this Article.

- (c) An employee that fails any evaluation tests twice pertaining to heavy equipment enrolment or training shall not be eligible to participate in any further such training for eighteen (18) months from their most recent failure.
- 14.06 (a) Where an employee is absent from work on any leave of absence, whether paid or unpaid, of any duration in excess thirty (30) calendar days, the Employer shall post a temporary vacancy in accordance with this Article should management determine that such posting is necessary.
- (b) Secondary postings necessitated by positions temporarily vacated under this article shall be filled on a seniority basis among employees who are immediately qualified as per article 14.02, except for temporary part time vacancies which are less than 6 months in which case the Employer may select from Seasonal employees that are available to perform the work in accordance with the Letter of Understanding re: Qualified Seasonal Pool. Where such vacancy is occupied for more than 6 months the Employer shall post such vacancy in accordance with 14.06(a).
  - (c) An employee successfully posting into such a temporary position shall not be entitled to any travel allowance under this Agreement.
  - (d) Part Time Employees occupying a temporary Full Time vacancy for twelve (12) consecutive

months, will, on the first day of the immediately following month, be eligible for Full Time sick and vacation benefits pro-rated and reconciled on quarterly basis. Such employee's entitlements will be determined based on their Part Time service as calculated in accordance with clause 13.02.

- 14.07 Where an employee is required for work at another property, the Employer will assign the most junior employee at the property having the required qualifications and who is immediately available for such assignment.

## **ARTICLE 15 LEAVES OF ABSENCE**

- 15.01 Where practicable, leaves of absence without pay shall be granted for up to two (2) employees to attend Union meetings and conventions upon application and two (2) weeks' notice. Leaves of absence must be signed by the Employer, and a copy of the letter setting out the terms of the leave shall be provided to the Chairperson. Such leaves shall not be unreasonably denied or withheld.
- 15.02 The Employer may also grant leaves of absence without pay on an individual basis to requesting employees, on two week's notice. Leaves of absence must be signed by the Employer, and a copy of the letter setting out the terms of the leave shall be provided to the Chairperson. Such leaves shall not be unreasonably denied or withheld.
- 15.03 (a) For leaves granted in accordance with 15.01, seniority shall be maintained and continue to accrue for up to thirty six (36) months for employees absent on a leave granted pursuant to 15.01 and/or 15.02. Matching pension con-

tributions at the stipulated rate shall continue in respect of employees on an approved leave under Article 15.01.

(b) For leaves granted in accordance with 15.02, seniority shall be maintained for a maximum of nine (9) months.

15.04 The Union shall be responsible for reimbursing the Employer for any hourly wages associated with such leaves, including pay rate differentials and overtime associated with the granting of such leaves.

## **ARTICLE 16**

### **HOURS OF WORK AND OVERTIME**

16.01 The normal work week shall consist of forty (40) hours per week, exclusive of unpaid meal periods. The normal work day shall be eight (8) hours exclusive of a one half (1/2) hour unpaid meal period. The unpaid meal break may be changed to one (1) hour with the consent of both the employee and the Employer.

16.02 Employees shall be allowed a fifteen (15) minute rest break during each half shift at times designated by the Property Manager.

16.03 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 shall be permitted to clean tools and wash up at quitting time for the day.

16.04 Employees reporting for work at one cemetery and subsequently working at another cemetery on the same day shall be paid for their travelling time.

16.05 Employees may be required to work at cemeteries other than their base property and if instructed the



day previous to such employment they shall provide their own transportation on their own time. Such employees shall be compensated at the current rate per kilometer for the distance from their base property to the assigned property, less the distance from their home to the base property.

- 16.06 Employees reporting for work without previous notice that they would not be required, shall receive a minimum of either four (4) hours of work or four (4) hours of pay.
- 16.07 Where employees notify their Property Manager that they desire a change in their weekly work schedule, the Employer, if satisfied that the normal work required at the property involved can be properly performed, may agree to such rescheduling. The Employer shall not be responsible or liable for overtime rate claims or other non-compliance with the provisions of this Agreement that may arise or accrue as a result of such rescheduling.
- 16.08 Time worked in excess of eight (8) hours a day and forty (40) hours a week shall be paid at the rate of one and one-half (1 ½) times the straight time hourly rate. Time worked in excess of eight (8) hours per day shall not be counted for the purpose of calculating overtime beyond forty (40) hours per week.
- 16.09 (a) Where the employer determines that overtime is required at a specific property, the following shall occur:
- (i) Same Day Overtime: Such time shall be offered on a seniority rotational basis to qualified employees assigned to such property, and beginning with those currently, or scheduled to be, at work; or
  - (ii) Other than Same Day Overtime: Such time shall be offered on a seniority rota-

tional basis as follows: Full Time first at the property, followed by Part Time at the property, then Full Time company wide, then Part Time company wide. Reference will be to seniority as established by the property's overtime list to qualified employees assigned to such property, excluding those on sick leave. Employees on vacation or other leaves of absence will also not be eligible for overtime. Unfilled overtime opportunities may then be offered to Seasonal employees that are available and immediately qualified.

- (b) Where the system under (i) or (ii) yields insufficient volunteers, the Property Manager shall consult the weekly volunteer overtime list posted at the property offering the remaining time on a rotational basis according to the company wide seniority. The remaining time shall be offered first to Full Time and next to Part Time employees being the most senior qualified employee in the bargaining unit on the weekly volunteer overtime list and immediately available by telephone. Such list shall be posted at each property. In order to qualify for other than Same Day overtime opportunities employees must communicate their interest to the Property Manager, or designate, on or before the Wednesday preceding the overtime to be scheduled. Unfilled overtime opportunities may then be offered to Seasonal employees.
- (c) Where the Employer is unable to secure adequate volunteers through this process, the most junior qualified employees, or seasonal employees, if immediately available and qualified at the property shall be assigned to

perform the required overtime opportunities offered hereunder and shall be placed at the bottom of the volunteer overtime list for subsequent overtime opportunities and the list shall be cycled accordingly.

- 16.10 (a) For Full Time employees regularly working the normal work week the Employer shall endeavour to arrange schedules so that every second Saturday is off. Where the Full Time employee works two consecutive Saturdays, the second Saturday shall be paid at time and one-half (1 ½) the regular rate. The foregoing shall not apply where:
- (i) such Saturday work was performed by the employee to satisfy specific days of requested by such employee to satisfy specific lieu day requests off in the week prior to the Saturday work, or
  - (ii) such Saturday is worked as a result of an exchange of shifts with another employee.
- (b) Where the Employer determines that it is necessary to open a property seven days a week, all Full Time employees at that property shall work Monday to Friday and Part Time employees shall be scheduled for Saturday and Sunday. The number of Part Time employees required to work on the weekend shall not necessarily be identical for both days.

If for any reason a Part Time employee scheduled to work on a Saturday or Sunday is not available to work, the Employer shall first attempt to schedule another Part Time employee, first from that property and then from another

property. If no Part Time employee is available, the Employer shall assign a Full Time employee to work overtime in accordance with Article 16.09. The rates of pay for Saturday and Sunday work shall be in accordance with Articles 16.08 and 17 of this Agreement.

Prior to shifting a cemetery to a seven-day a week operation, the Union shall be given a minimum of three months' notice during which period the Employer shall engage in consultations with the Union concerning scheduling issues related to the implementation of the seven (7) day operation.

- 16.11 Employees who are assigned to be on standby for snow removal, shall be paid four (4) hours minimum at the premium rate.
- 16.12 This article shall not be deemed a guarantee of work except as provided in Article 16.06.

## **ARTICLE 17**

### **WAGES AND JOB CLASSIFICATIONS**

- 17.01 (a) Wages shall be increased as follows:

June 26, 2021 – 2.5%  
 June 26, 2022 – 2.5%  
 June 26, 2023 – 2.0%  
 June 26, 2024 – 2.0%

Union agrees (need to add 0.27 from COLA calculations to the wage grid before the application of the wage increases)

- (b) Employees in the following job classifications shall receive the rates as set out below:

Full Time & Part Time			
Position	Wages		
	June 26, 2021		
	Class 1	Class 2	Class 3
Cemetery	\$32.64	\$33.32	\$33.94
Mechanic	\$30.70	\$34.17	\$37.71
Mausoleum	\$21.82	\$24.41	\$26.96

Full Time & Part Time			
Position	Wages		
	June 26, 2022		
	Class 1	Class 2	Class 3
Cemetery	\$33.45	\$34.16	\$34.79
Mechanic	\$31.47	\$35.03	\$38.65
Mausoleum	\$22.37	\$25.02	\$27.63

Full Time & Part Time			
Position	Wages		
	June 25, 2023		
	Class 1	Class 2	Class 3
Cemetery	\$34.12	\$34.84	\$35.49
Mechanic	\$32.10	\$35.73	\$39.42
Mausoleum	\$22.82	\$25.52	\$28.18

Full Time & Part Time			
Position	Wages		
	June 25, 2024		
	Class 1	Class 2	Class 3
Cemetery	\$34.80	\$35.54	\$36.20
Mechanic	\$32.74	\$36.44	\$40.21
Mausoleum	\$23.27	\$26.03	\$28.75

(c) Probationary employees shall not receive less than the Class 1 rate.

(d) If a Part Time or Seasonal employee successfully applies for a full-time position, the incumbent receives the Class 1 or their current rate of pay whichever is greater.

17.02 Class 1 – after the probationary period (or 320 hours worked)

Class 2 – after 12 months (or 2080 hours worked if a part time employee)

Class 3 – after 24 months (or 4160 hours worked if a part time employee)

17.03 Effective June 26, 2021, Employees engaged in the operation of an excavating machine or operating a tool cat while performing the auger function shall receive a bonus of \$7.57 per half shift, regardless of the number of hours the excavating equipment is in operation.

Effective June 26, 2022, Employees engaged in the operation of an excavating machine or operating a tool cat while performing the auger function shall receive a bonus of \$7.76 per half shift, regardless of the number of hours the excavating equipment is in operation.

Effective June 26, 2023, Employees engaged in the operation of an excavating machine or operating a tool cat while performing the auger function shall receive a bonus of \$7.92 per half shift, regardless of the number of hours the excavating equipment is in operation.

Effective June 26, 2024, Employees engaged in the operation of an excavating machine or operating a tool cat while performing the auger function shall

receive a bonus of \$8.08 per half shift, regardless of the number of hours the excavating equipment is in operation.

- 17.04 Effective June 26, 2021, An Employee who is placed in charge of a breaker gun, tamper or truck of three (3) tons or more shall receive a bonus of \$1.51 per half shift regardless of the number of hours the breaker gun, tamper or truck is in operation during each half shift.

Effective, June 26, 2022, An Employee who is placed in charge of a breaker gun, tamper or truck of three (3) tons or more shall receive a bonus of \$1.54 per half shift regardless of the number of hours the breaker gun, tamper or truck is in operation during each half shift.

Effective June 26, 2023, An Employee who is placed in charge of a breaker gun, tamper or truck of three (3) tons or more, shall receive a bonus of \$1.58 per half shift regardless of the number of hours the breaker gun, tamper or truck is in operation during each half shift.

Effective June 26, 2024, An Employee who is placed in charge of a breaker gun, tamper or truck of three (3) tons or more, shall receive a bonus of \$1.61 per half shift regardless of the number of hours the breaker gun, tamper or truck is in operation during each half shift.

- 17.05 For caskets, sectional crypts and pine shells containing remains, a removal bonus shall be paid when the casket, sectional crypt or pine shell containing remains is moved up, down, right, left, centred or across.
- 17.06 For casketed remains enclosed in an outer container (vault or two piece crypt), a removal bonus shall

be paid when the outer container is moved above ground or three feet down, right, left, centred or across.

17.07 Effective June 26, 2021, The removal bonus payable in respect of 17.05 and 17.06 shall be as follows:

- (a) Adults – \$700.00
- (b) Children – \$114.41
- (c) Infants – \$ 63.56

17.08 Effective June 26, 2022, The removal bonus payable in respect of 17.05 and 17.06 shall be as follows:

- (a) Adults – \$717.50
- (b) Children – \$117.27
- (c) Infants – \$ 65.15

17.09 Effective June 26, 2023, The removal bonus payable in respect of 17.05 and 17.06 shall be as follows:

- (a) Adults – \$731.85
- (b) Children – \$119.62
- (c) Infants – \$ 66.45

17.10 Effective June 26, 2024, The removal bonus payable in respect of 17.05 and 17.06 shall be as follows:

- (a) Adults – \$746.49
- (b) Children – \$122.01
- (c) Infants – \$ 67.78

17.11 (a) The bonus shall be shared equally amongst the employees doing the removal work.

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

17.12 Each cemetery service employee, qualified to perform the necessary work, shall rotate in order to get the opportunity to earn the above bonuses.

17.13 All employees shall be paid through the Employer's automatic bank deposit system.



- 17.14 Non bargaining unit employees shall not perform work normally done by the employees in the bargaining unit except for the purpose of instruction, training and development opportunities for Seasonal employees, experimentation, inspection and in circumstances when employees are not on site and immediately available.

## **ARTICLE 18**

### **COST OF LIVING ALLOWANCE**

- 18.01 The cost of living allowance (“COLA”) shall be determined in accordance with changes in the Consumer Price Index, all Canada (“CPI”), published by Statistics Canada (1992 = 100)
- 18.02 The adjustment dates are July 1, October 1, January 1, and April 1 of each year based upon the CPI change during the preceding periods as outlined below. The adjustments calculated shall be paid within three (3) months of the end of applicable year.
- March 1 – May 31  
June 1 – August 31  
September 1 – November 30  
December 1 – February 28/29
- 18.03 The amount of the COLA is 1 cent per hour for each 0.090 change in the CPI for the appropriate three (3) months as indicated in Article 18.02.
- 18.04 The COLA shall be adjusted by the amount of change in the CPI for the previous quarter to the nearest one (1) cent.
- 18.05 The amount of any COLA in effect at any given time shall be computed by including overtime pay, vacation with pay, sick leave with pay and holidays with pay.

- 18.06 In no event shall the decline of the CPI provide the basis for a reduction of the basic hourly rate by job classification.
- 18.07 The adjustments calculated under 18.02 shall be paid in the form of a “fold-in” on hourly rates (no lump sum payment).
- 18.08 The foregoing COLA provisions shall not come into force until June 26, 2024. COLA adjustments arising in the final year of the agreement shall only be payable when the CPI has exceeded 3.0% in the final year of the agreement.

**ARTICLE 19**  
**GROUP HEALTH & WELFARE**

- 19.01 The Employer shall pay 100% of the premium for the current major medical plan (\$10 – \$20 annual deductible no co-insurance).
- 19.02 The Employer shall pay 100% of the premium of the current Dental Plan (current O.D.A. Schedule of fees).
- 19.03 Employees shall be provided with a drug card.
- 19.04 The Employer shall establish a Health Spending Account for each employee into which the following sums shall be deposited on an annual basis: \$300.00 for Full time employees and \$220.00 for Part time employees. The sum annually deposited in each account may only be carried over to the following year and must be exhausted in that second year, failing which the carried over portion shall expire.
- 19.05 The Employer shall pay 100% of the premium for Group Term Life Insurance in the amount of \$100,000 for each Full time employee.

19.06 (1) The Employer shall provide the Union with the following plan booklets arising from the contracts of insurance secured to provide the benefits agreed to in articles 19.01 through 19.05.

(a) Work Accident Insurance Program (“WAIP”) – currently provided by RBC Insurance (formerly UnumProvidentCanada) and applicable to eligible Full Time and Part Time employees providing the following or substantially similar coverage:

- (i) after 104 weeks of permanent and total disability, principal sum of \$100,000 (may be subject to offset for payments under the loss schedule;
- (ii) total disability weekly accident indemnity 75% of gross earnings to a maximum of \$650 per week for up to 104 weeks of eligibility;
- (iii) partial disability weekly accident indemnity, 50% of (ii) above for up to 104 weeks of eligibility;
- (iv) accident medical, up to \$15,000;
- (v) accident dental, up to \$3,000;
- (vi) repatriation, up to \$10,000;
- (vii) funeral expenses, up to \$10,000;
- (viii) rehabilitation, up to \$10,000;
- (ix) family transportation, up to \$10,000;
- (x) injured wearing seatbelt, up to \$10,000

(b) The WAIP shall be supplemented by the Employer in the following manner:

- (i) top up the injured employee’s weekly accident indemnity over

- the period of eligibility, up to the maximum period payable, such that the employee receives an amount equivalent to seventy-five (75%) of his/her gross earnings;
- (ii) maintain the injured employee's eligibility for the benefits as referenced in paragraphs (c) and (d) below;
  - (iii) where the injured employee suffers a permanent partial disability, full reimbursement shall be provided for tuition fees incurred in a mutually agreed program of education, to a maximum of two thousand (\$2,000.00) per year over a consecutive five (5) year period (i.e. \$10,000.00 maximum lifetime); and
  - (iv) the Employer shall reimburse employees for medical certification costs required pursuant to the WAIP Plan in accordance with the WSIB's applicable fee schedule.
- (c) Eligible Full Time Employees: Group Short Term Disability, Long Term Disability Program currently provided by RBC Insurance, Group Term Life and AD&D currently provided by Sun Life Financial, and Group Benefit Program consisting of the current Major Medical Plan and Dental Plan currently provided by Sun Life Financial pursuant to articles 19.01 through 19.05, excluding the Long Term Disability portion which is provided for by RBC Insurance.

- (d) Eligible Part Time Employees: Group Short Term Disability currently provided by RBC Insurance, Group Term Life and AD&D as well as the Group Benefit Program consisting of the current Major Medical Plan and Dental Plan currently provided by Sun Life Financial, excluding Long Term Disability portion of coverage which is inapplicable to this group of employees, pursuant to articles 19.01 through 19.05.
- (e) Long Term Disability coverage for Full Time employees shall be increased to 70% of basic monthly earnings to a maximum of \$4,300.
- (f) Effective January 1, 2022, Long Term Disability coverage for Full Time employees shall be increased to 70% of basic monthly earnings to a maximum of \$5,000.

19.07 Employees shall be able to participate in the Employee Assistance Plan purchased by the employer.

19.08 Where the Employer changes carriers for the foregoing benefits, the Union shall be provided with the applicable plan booklets within thirty (30) days of such change. The Employer shall ensure the terms and conditions of the group benefit insurance policies are substantially similar inclusive of the benefits set out in Appendix "D" to the Collective Agreement.

19.09 Employee eligibility for the foregoing benefits ceases in accordance with the terms, conditions and criteria set out in such policies and/or related plan documentation, except where prohibited by law.

**ARTICLE 20**  
**PENSION AND RETIREMENT SAVINGS**

- 20.01 Full Time and Part Time employees shall be eligible to participate in the Pension Plan for Hourly-Related Staff of Mount Pleasant Group of Cemeteries in accordance with the pension plan’s terms, as amended from time to time. Employees who participate in the pension plan shall be required to make contributions equal to 4.0% of gross earnings. The Employer shall make matching contributions. The continuation of pension contributions during pregnancy and parental leaves shall be determined in accordance with the Employment Standards Act, 2000. Pension contributions shall also continue for those employees collecting income replacement benefits pursuant to the WAIP.
  
- 20.02 Employees shall be eligible to participate in the Employer’s Group Registered Retirement Savings Plan in accordance with its terms.

**ARTICLE 21**  
**PAID HOLIDAYS**

- 21.01 (a) This Agreement recognizes ten (10) premium paid holidays as follows:
 

New Year’s Day	Civic Holiday
Good Friday	Labour Day
Family Day	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
  
- (b) In addition, this agreement recognizes three (3) other paid holidays for Full time employees only, unless otherwise specified herein:
  - i. Employee’s Birthday (applicable to Part time employees)

- ii. Two additional float holidays to be taken at a time convenient to the employee and with the approval of the supervisor.
  - (c) If the employee's birthday falls on the day before or the day after a regular paid holiday, a Saturday or a Sunday, the day off for the holiday shall not be granted on the day of the birthday. But shall be granted within a period of 15 days on either side of the other paid holiday, the Saturday or Sunday.
- 21.02 An employee who is required to work on any of the ten (10) premium paid holidays shall be paid in accordance with the *Employment Standards Act, 2000*, except as provided in for in this Article 21 and Article 16.
- 21.03 An employee who is absent on any of the above paid holidays after being required to work, forfeits all pay for that day, except if he or she is absent on sick leave which commenced prior to or in the week in which the paid holiday falls.
- 21.04 An employee who is required to work on any of the ten (10) premium paid holidays shall be paid at the rate of one and one-half (1 ½) times his/her regular rate of pay and where the employee is entitled to the holiday with pay, his/her regular wages shall be paid in addition thereto.

## **ARTICLE 22**

### **VACATIONS**

- 22.01 Full Time Employees with less than eight (8) years of continuous service shall receive three (3) weeks vacation per calendar year at their regular rate of pay at a time designated by the Employer.

- 22.02 Full Time Employees with eight (8) years of continuous service shall receive four (4) weeks vacation per calendar year at their regular rate of pay at a time designated by the Employer.
- 22.03 Full Time Employees with fourteen (14) years of continuous service shall receive five (5) weeks vacation per calendar year at their regular rate of pay at a time designated by the Employer.
- 22.04 Full Time Employees with twenty three (23) years of continuous service shall receive six (6) weeks vacation per calendar year at their regular rate of pay at a time designated by the Employer.
- 22.05 Part Time Employees who have not completed 3,500 hours of work shall receive an amount of four percent (4%) of gross earnings as vacation pay paid bi-weekly.
- 22.06 Part Time Employees who have completed 3,500 hours of work shall receive an amount of five percent (5%) of gross earnings as vacation pay paid bi-weekly.
- 22.07 Vacation shall not accumulate from year to year.
- 22.08 Employees who leave the Employer's service prior to receiving their vacation as above shall be dealt with in accordance with the *Employment Standards Act, 2000*, respecting allowance for vacation pay.
- 22.09 Vacation pay and time will be prorated based on the time an employee is absent on Long Term Disability during the calendar year. The prorated amount of vacation time shall be deemed to have been observed by the employee while absent on such leave.



**ARTICLE 23**  
**STRIKES AND LOCKOUTS**

23.01 During the term of this Agreement there shall be no strikes by employees or lock-outs by the Employer.

**ARTICLE 24**  
**BEREAVEMENT PAY**

24.01 An employee shall be permitted time off work for the purpose of arranging and attending the funeral of a member of his immediate family, up to a maximum of three (3) days. Employees shall receive up to one (1) day for bereavement in respect of aunts and uncles. Where any such day falls on a scheduled working day for the employee, he/she shall be paid a bereavement allowance for the hours he/she was scheduled to work at the applicable hourly rate. Immediate family shall mean grandparents, spouse (common law or same sex), son (or in-law), daughter (or in-law), mother (or in-law), father (or in-law), sister (or in-law) and brother (or in-law).

**ARTICLE 25**  
**JURY DUTY**

25.01 The Employer shall pay to employees required to serve as jurors in any court of law, the difference, if any, between the amount paid to them for such jury service and the amount they would have received for services normally rendered to the Employer.

**ARTICLE 26**  
**HEALTH AND SAFETY**

26.01 (a) The Employer and the Union shall work in partnership to provide a safe and healthy working environment for all employees during their hours of employment.

- (b) The Employer and the Union are committed to providing a harassment and violence free workplace. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome. Workplace Violence means the attempt or actual exercising of physical force that causes or could cause physical injury, or a statement or behaviour that it is reasonable to interpret as a threat to exercise physical force that could cause physical injury.
- (c) The Union recognizes the obligation of its members to cooperate with training initiatives implemented by the Employer to enhance health and safety, including with respect to equipment operation.

26.02 The Employer recognizes its obligations to comply with the *Occupational Health and Safety Act* (“*OHSA*”). All standards established under the *OHSA* represent the minimum acceptable practice which the parties shall strive to improve upon through the Joint Health and Safety Committees established at each property. Committee members shall receive appropriate training.

26.03 The parties shall, at each property where required by law, maintain one (1) Joint Health & Safety Committee comprised of equal numbers of employer and bargaining unit representatives. Each Committee shall have certified Co-chairs representing the employer and the bargaining unit respectively and shall discharge its obligations under the *OHSA*, including inspections, convening meetings, undertaking the investigation of any alleged unsafe practices and/or accidents, and making appropriate reports.

26.04 The parties shall also establish a Health and Safety Steering Committee (“HSSC”) comprised of two (2) certified bargaining unit representatives and two (2) certified management representatives. The HSSC shall meet on a quarterly basis and at such other times as mutually agreed. The HSSC’s purpose will be to work with the Joint Health and Safety Committees at each property as well as review and make recommendations with respect to health and safety matters including:

- (i) awareness, training, and knowledge of proper procedures;
- (ii) integrated pest management practices; and
- (iii) policies regarding Heat Stress, Lightning, Crowd Control, Carry-ons, High Risk Funerals and Working Alone

Time spent in the performance of such duties for the HSSC shall be deemed time at work and shall be paid in accordance with the terms of this Agreement.

26.05 The National Representative and/or the Local Union President, or designate, may raise general health and safety issues with the Manager, Employee Relations for discussion.

26.06 Employees may invoke the right to refuse work in accordance with the *OHSA*, as set out in Appendix “B”.

26.07 An employee injured during working hours and who is required to leave work for treatment shall receive his/her earnings for the balance of the shift.

26.08 National Minute of Silence – Each year on April 28<sup>th</sup> at 11:00 a.m. employees may, if possible, observe one minute of silence in memory of people who have died in workplace accidents.

## **ARTICLE 27**

### **DISCIPLINE**

- 27.01 All discipline assessed will be implemented pursuant to the principles of progressive discipline. Discipline will be removed from the Employee's record after twenty four (24) months of active service provided there is no intervening discipline. Any suspensions imposed for conduct in breach of the Human Rights Code and/or Occupational Health and Safety Act shall remain on the Employee's record for an additional 2 years.
- 27.02 (1) The following specified causes shall be conclusively deemed to be sufficient for the discharge of an employee, but shall not deprive any employee of the grievance procedure:
- a) theft from the Employer;
  - b) consuming an intoxicating beverage, or drug, while on duty;
  - c) being impaired while on duty by reason of consumption of an intoxicating beverage, or drug, subject to the Human Rights Code;
  - d) responsible for bringing and being in possession of an intoxicating beverage, or drug, for other than medicinal purposes, while on duty, subject to the Human Rights Code;
  - e) desecrating a burial site;
  - f) physical violence causing bodily harm;
- (2) At an arbitration concerning the above grounds only the factual basis underlying the application of the above specific penalties may be

reviewed. If the factual basis is substantiated, the Arbitrator shall not inquire into the propriety of the specific penalty. Nothing in this provision shall affect the right of the Employer to discharge or discipline employees for just cause, and the question of whether just cause for discharge or discipline exists in any other case shall be determined without regard to the existence of this provision.

## **ARTICLE 28**

### **LAYOFF AND RECALL**

- 28.01 (a) Unless specified otherwise, seniority shall be Employer wide. Where a reduction in staff is required at a property, the Employer shall select the most junior employee at such property. Upon receipt of a notice of layoff, the displaced employee may accept the layoff or elect to bump the least senior employee at the property of his/her choice, provided he/she is immediately qualified to perform the available work. The displaced employee must advise the Employer of his/her election immediately upon receiving the notice.
- (b) The subsequently displaced employee may accept the layoff or bump only the least senior employee in the bargaining unit provided the bumping employee is immediately qualified to perform the available work.
- (c) No employee shall be hired at the original property where the employee exercised seniority due to a layoff, until he/she has been returned to his/her former position, has declined or is unavailable to be recalled.

(d) Employees shall be notified of recall by registered letter to their last known address. Employees are responsible for ensuring their contact information is current.

28.02 Layoff and recall shall be executed by classification in accordance with seniority. Where possible, recalled employees shall be entitled to return to their last assigned property.

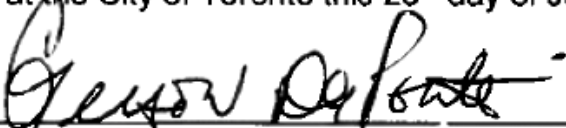
## **ARTICLE 29**

### **COLLECTIVE AGREEMENT RENEWAL**

29.01 This agreement shall be in force for the period from June 26, 2021 to June 25, 2025 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 expiration of the Agreement of its desire to bargain with a view to renewal, with or without modification of this Agreement or to the making of a new Agreement.

29.02 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 under the *Labour Relations Act*.

Dated at the City of Toronto this 23<sup>rd</sup> day of July, 2021

 Matthew Hamilton

 Karen Ford

 Howard McAnnis

 Nicole Cerchez

On behalf of the Union

On behalf of the Employer

Arnel Lindorgan





## **APPENDIX #I**

### **HARASSMENT PREVENTION POLICY**

#### **Preamble**

Mount Pleasant Group of Cemeteries (“MPGC”) is committed to providing a work environment where all employees are treated with dignity and respect and provided with equal opportunities. Each employee has the right to work in an environment that is free from the discrimination and harassment prohibited by law.

The Employer and the Union agree that, in accordance with the Ontario *Human Rights Code*, save and except legislated exemptions, there shall be no discrimination, interference, restraint or harassment or coercion exercised or practised by either of them, or by any of their representatives, with respect to any employee because of his/her age, disability, race, colour, place of origin, ethnic origin, citizenship, marital status, creed, nationality, sex or sexual orientation, gender identity and gender expression, on account of religious or political affiliations, or because of his/her membership or activities or lack of membership or activities, in the Union.

The Employer and the Union are committed to providing a harassment free workplace. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds enumerated above. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:



- Unwelcome remarks, jokes, innuendos, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry,
- Practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment,
- Posting or circulation of offensive photos or visual materials,
- Refusal to work or converse with an employee because of their racial background or gender,
- unwanted physical conduct such as touching, patting, pinching, etc.
- Backlash or retaliation for lodging a complaint or participating in an investigation.

***HARASSMENT IS NOT:***

Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

**1.0 Policy Statements**

- 1.1 It is the policy of MPGC to provide a working environment that is free of discrimination and harassment.
- 1.2 MPGC and its supervisory staff must be aware of the Ontario *Human Rights Code* and ensure that employees under their supervision are informed of MPGC policy.
- 1.3 The Union and every employee, including management, is expected to respect the freedoms, rights and dignities of others and is re-

sponsible for refraining from initiating or being party to any behaviour or creating a workplace atmosphere that could constitute harassment or a poisoned environment.

- 1.4 Every employee having dealings with MPGC has the right to equal treatment and freedom from discrimination and harassment in relation to any one of the prohibited grounds.
- 1.5 All complaints of discrimination or harassment shall be taken seriously and shall be investigated in a prompt, confidential and impartial manner until such time as they are resolved or withdrawn.
- 1.6 In the case of substantiated complaints, corrective action up to and including dismissal shall be applied to the impugned employee.
- 1.7 Frivolous or malicious accusations are considered serious infractions and shall be dealt with accordingly up to and including dismissal.

## **2.0 Application of the Policy**

- 2.1 Fair and equitable treatment shall apply to all aspects of employment, including but not limited to: placement, training and development, promotion, compensation, benefits, termination and the work environment.
- 2.2 The workplace covers the offices, buildings, and physical work sites of MPGC. It also includes MPGC washrooms, cafeterias, locker rooms and vehicles and any other location in which employees conduct business. All means of communication are covered, including face-to-face encounters, letters, drawings, email transmissions, fax and telephones.

2.3 This policy applies to all fulltime, parttime and seasonal employees.

### 3.0 Resolution of Complaints

#### A. *Role of the employee:*

Employees should ensure that they behave in an acceptable manner at all times and actively work to discourage any offensive behaviour exhibited by others.

Employees who think they are being discriminated against or harassed should:

- **Tell the harasser** – The harasser should be told that the behaviour is unwelcome and against MPGC policy and that it should stop immediately. Keep a record. The employee should make a note about the incident, including when it happened, and who was present.
- **Tell the supervisor** – In some situations, objecting may be ignored. Employees should then bring any concerns to their own supervisor or the harasser's supervisor. The incident and its effects should be explained and a plan of action should be agreed upon, with a followup meeting scheduled.
- **Report the incident** – Where necessary the employee shall also inform a member of management, a union representative, and/or Human Resources, and may file a formal complaint to be dealt with under Article 4 of this policy.

Should a practice, policy or action of management result in discrimination, employees have a responsibility to report the situation to their supervisor or manager, a union representative

and/or Human Resources so that it may be addressed.

**B. *Role of Manager / Supervisor***

Managers and supervisors are responsible for providing a workplace free from discrimination and harassment and for intervening when problems occur. They shall be held responsible for their actions and for dealing with the actions of their staff.

The following are actions that can often prevent or resolve problem situations without a formal complaint and investigation:

- **Set a good example** – Supervisors should let their staff know that they take the issue of workplace human rights seriously by supporting this policy and not participating in or ignoring discrimination and harassment.
- **Approach employees if something is suspected** – Employees may be embarrassed and reluctant to approach their manager or supervisor. Symptoms of harassment or discrimination may include: reduced productivity, changes in behaviour, rumours, increased sick leave, increased resignations, or sudden changes in performance evaluations. Once the employee is aware of these changes, he or she may be more willing to discuss the problem.
- **Seek advice** – Consult with Human Resources if it is not clear that the employee's problem involves discrimination or harassment. A formal complaint may be needed if the complaint involves several incidents over a long period of time, situations that may not

be easily corrected, or behaviour that may require discipline.

- **Discuss the situation with the alleged harasser** – This person may be unaware that his or her behaviour is offensive. If the allegations are substantiated but continue to be denied, the discussion should be treated as a warning that inappropriate workplace behaviour shall not be tolerated.
- **Keep a record** – Supervisors should keep a personal record of all discussions with the complainant and alleged harasser, as well as their response to the situation.

### *C. Role of Human Resources*

Human Resources is responsible for coordinating the implementation and enforcement of this policy. Specifically, it is responsible for:

- educating all employees on the content and scope of the policy,
- providing advice to all employees on the prevention and resolution of discrimination and harassment,
- investigating formal complaints and attempting to resolve problem situations, and
- maintaining support documentation and material.

## **4.0 Investigation Process**

4.1 When informed of a complaint, Human Resources shall work to resolve the complaint as quickly as possible through one of two ways:

*An informal procedure which may include:*

- A meeting or discussion between the complainant and the respondent, if both parties

feel comfortable with that approach and an immediate resolution can be agreed upon; or

- A meeting or discussion between the complainant and the respondent with a Human Resources representative present to mediate and facilitate the discussion and work towards a resolution. If either the complainant or the respondent requests, the Committeeperson or the Union's National Representative shall be present.

*A formal procedure:*

The complaint shall be reduced to writing with sufficient particulars and forwarded to Human Resources. Interviews shall be conducted with the complainant, the respondent and any witnesses if required to establish the factual circumstances for a complete investigation.

All information shall be received in strict confidence and documented in an investigation report which shall remain confidential, subject to any disclosure required or authorized by law and subject to management consultation with the Committeeperson or the Union's National Representative.

If the complaint remains unresolved, it shall be dealt with under the Grievance Procedure, commencing at the third step. In the event that the complaint is not resolved by the parties under the Grievance Procedure it may be referred to arbitration.

The pursuit of frivolous allegations through this policy has a detrimental effect on the spirit and intent for which this policy was developed and should be discouraged.

## **5.0 Consequences of Violating the Policy**

- 5.1 If it is determined that an employee has committed an act of discrimination and/or harassment, consequences can include education, counselling, verbal or written warnings, suspension or termination. Intentionally false complaints of discrimination or harassment are also serious infractions and may attract the same level of discipline.
- 5.2 In some cases, the working relationship between two or more employees may be damaged as result of an allegation of discrimination or harassment, whether it is substantiated or not. Counselling of these individuals may be appropriate in order to resolve any conflict. If counselling is unsuccessful, one or both individuals may be reassigned.

## **APPENDIX #2 OCCUPATIONAL HEALTH AND SAFETY**

1. Employees may invoke the right to refuse work they personally believe is likely to endanger themselves or another worker. The work refusal must be promptly reported to the employee's supervisor and the employee must ensure the supervisor is made aware that the refusal is for safety reasons. The supervisor shall record the time, place and reason for the employee's refusal.
2. The refusing employee shall stand by at a safe place and participate fully in the investigation of the alleged hazard. Other employees may be assigned to perform such work after having been advised, in the presence of an employee Committee member, health and safety representative or other Union selected representative having such experience, of the previous refusal and the reasons underlying it.
3. After notifying the appropriate Union representative, a thorough investigation shall be conducted by the Employer in the presence of the refusing employee and a employee Committee member, health and safety representative or other Union selected representative having such experience.
4. The supervisor shall document the findings and communicate the results to the refusing employee.
5. The refusing employee may only continue the work refusal if he/she has reasonable grounds to believe that the circumstances giving rise to the refusal continues to likely endanger safety. The Ministry of Labour Inspector shall be contacted to respond to the employee's concerns in the event the refusal continues.
6. No employee shall be disciplined for properly invoking their right to refuse and having acted in compliance with the *OHSA*.



**APPENDIX #3  
LETTERS OF AGREEMENT**

**LETTER OF UNDERSTANDING #1 –  
COLLECTIVE AGREEMENT PRINTING**

The text of both the Full time / Part time Collective Agreement and the Seasonal Collective Agreement shall be printed in a combined booklet, together with the appropriate appendices. The Collective Agreement booklets shall be printed and copies submitted to the Union within ninety (90) days of the date of mutual ratification. The parties shall share the costs of such printing.

**LETTER OF UNDERSTANDING #2 –  
JOINT BARGAINING**

The Employer agrees that, upon receipt of notices to bargain from each bargaining unit, it shall meet with the Union's negotiating committee to bargain the renewal of the collective agreements.

**LETTER OF UNDERSTANDING #3 –  
LETTERS OF UNDERSTANDING**

No letters of understanding shall be carried forward, save and except the letter pertaining to benefits of certain salaried employees converted to hourly bargaining unit employees.

**LETTER OF UNDERSTANDING #4 –  
HARASSMENT PREVENTION POLICY**

During the life of this Agreement, the Employer agrees not to remove the provision in the Harassment Prevention Policy relating to the grievance procedure.

**LETTER OF UNDERSTANDING #5 –  
EXTRA HOURS OF WORK AGREEMENT**

WHEREAS the parties have an ongoing collective bargaining relationship;

AND WHEREAS the parties wish that employees may continue to work extra hours as contemplated in the col-

lective agreement and which are allowed by the *Employment Standards Act, 2000* (ESA);

AND WHEREAS the ESA has been amended to require, as of March 1, 2005, the approval of the Director of Employment Standards to permit employees to work more than 48 hours in a week;

THEREFORE the parties agree that this Letter of Understanding amends the collective agreement in order to address these matters and it is considered to be part of, and subject to, the collective agreement:

1. This agreement shall continue to operate at all times that the collective agreement is in operation.
2. For the purposes of s. 17(1)(a) of the ESA, the regular work day consists of eight (8) hours per day.
3. In accordance with s. 17(2) of the ESA, the Union consents on behalf of its members, that extra hours may be worked on a voluntary basis for all hours worked beyond their regular work day to the maximum permissible by the ESA, subject to the overtime provisions in the collective agreement.
4. Also in accordance with s.17(2) of the ESA, the Union consents to employees working extra hours beyond forty-eight (48) hours in a work week to a maximum of sixty (60) hours, subject to the overtime provisions in the collective agreement.
5. It is understood that in exceptional circumstances, as defined in section 19 of the ESA, the Employer may require that employees work extra hours.

This agreement shall be revocable upon two weeks notice by either party.

**LETTER OF UNDERSTANDING #6 –  
OVERTIME AVERAGING AND  
TIME OFF IN LIEU AGREEMENT**

In accordance with section 22 of the *Employment Standards Act, 2000*, the parties agree as follows:

1. For the purposes of payment of overtime pay, employees' entitlement will be determined by averaging their hours of work over a period of two (2) weeks. The Employer will remit overtime pay if the average number of hours worked each week exceeds forty (40) hours.
2. Overtime pay will be remitted at a premium rate in accordance with Article 16.08 of the Collective Agreement. Daily overtime will continue to be remitted in accordance with Article 16.08.
3. This agreement will begin upon mutual signature hereto.

**LETTER OF UNDERSTANDING #7 –  
LABOUR – MANAGEMENT COMMITTEE**

The parties will establish a Labour – Management Committee to meet on a quarterly basis to review and assess issues arising from the administration of the Collective Agreement.

During the life of this Agreement the Labour – Management Committee will, as part of its quarterly meetings, review by property the Full Time and Part Time complement, the schedules, ratios, and hours of work. All information reviewed at the meeting will be provided to the Union, including for the six month period prior to ratification.

**LETTER OF UNDERSTANDING #8 –  
HEALTH & SAFETY ADVISOR**

The Employer shall recognize a Health & Safety Advisor (“HSA”), appointed by the Union from the membership of the bargaining unit. The parties agree that the HSA can occupy an important role in the Internal Responsibility

System (“IRS”) and must fulfill the responsibility of this position in a spirit of cooperation by emphasizing a problem solving approach and prioritizing important health and safety matters.

The HSA shall serve as one of the certified bargaining unit representatives on the Health and Safety Steering Committee established under Article 26 and act as an advisor to the property level Joint Health and Safety Committees.

The HSA’s role is to:

- (i) promote a policy of problem solving, internal responsibility, and a non-adversarial relationship in the workplace;
- (ii) work with the Joint Health and Safety Committees to improve problem solving techniques and effectiveness of the committees in maintaining a healthy work environment and compliance with OHS A;
- (iii) meet with the Employer, pursuant to Article 26.05, to discuss recommendations and approaches to improve existing health and safety policy and procedures, including training, inspections and audits; and
- (iv) where a property Joint Health and Safety Committee has been unable to resolve a matter, a member of the Committee may request that the HSA attend at the property to provide advisory services

Prior to exercising any of the foregoing functions, the HSA must secure permission from his/her Manager, or designate, and return to regular duties as soon as reasonably possible. Permission for leave to exercise HSA functions will not be unreasonably denied. Time spent in the performance of HSA functions shall be deemed time at work and shall be paid in accordance with the terms of the Collective Agreement.

During the life of the Collective Agreement, the Employer shall accommodate a one time training opportunity for the

HSA through the Workers' Health & Safety Centre. The time and reimbursement shall be limited to completion of the basic and construction components.

Pursuant to its role in reviewing and making recommendations with respect to integrated pest management practices which, the HSSC established under Article 26.04 of the Collective Agreement shall review compliance with the following:

- explore strategies to reduce pesticide usage
- refrain from storing pesticides on any cemetery property
- ensure pesticide applications are performed by licensed, professional contractors who understand Integrated Pest Management procedures
- restrict pesticide treatment primarily to infested areas
- grass cutting and turf mowing at approved heights
- mower blade sharpening scheduled at least once weekly
- over seed and top dress sparse and weakened turf areas
- aerate appropriate zones such as feature areas, offices and boulevards
- review new technologies/options as they become available

**LETTER OF UNDERSTANDING #9 – PESTICIDES**

During the 2008 round of negotiations, the parties spoke at length about Integrated Pest Management (IPM) and the use of chemical controls. Mount Pleasant Group confirmed to the Union it utilizes Integrated Pest Management as a comprehensive approach to pest (including weed) management within the limits of not being able to utilize irrigation and aeration throughout the cemeteries. IPM stresses the prevention of pest problems through design and maintenance practices, and uses a range of pest management techniques, including biological, cultural, and mechanical, with chem-

ical controls as a last resort. Mount Pleasant group of Cemeteries have undertaken a strategy to eliminate the use of the most hazardous pesticides, to reduce the overall pesticide use and to commit to the union that it will take all reasonable steps to eliminate exposure hazards to employees.

Mount Pleasant will provide the union with quarterly reports in relation to chemical applications within its IPM, and such reports will include the name of the license contractor, name of chemicals used, and applicable MSDS sheet, the date and time of applications, property, description of infestation or reason application was made and the list of employees who were at work within 24 hours of the application.

**LETTER OF UNDERSTANDING #10 –  
EMPLOYEE COMPLEMENT**

**I. Conversion upon Passing Hours Threshold**

Where a Part Time employee exceeds 1872 hours of work (excluding regular and overtime seasonal hours of work, time spent in training and hours worked in a temporary Full Time role) in any calendar year commencing January 1, 2014, the Employer shall post a Full Time vacancy to be filled in accordance with Article 14.

**LETTER OF UNDERSTANDING #11 –  
WAIP CLAIMS ASSISTANCE**

The President, or designate, will be notified of an employee's name when such employee seeks assistance to facilitate the WAIP application process. The provision of assistance from a Committeeperson shall not occur on the Employer's time.

**LETTER OF UNDERSTANDING #12 –  
CONTRACTING OUT**

There shall be no contracting out of work normally performed by employees covered by this agreement which would result in laying off of such employees. Employees at Beechwood will be offered snow removal effective Winter of 2014 in accordance with the Collective Agreement.

**LETTER OF UNDERSTANDING #13 –**  
**LTD / WAIP REPORT**

The Employer will provide the Unit Chairperson with a report confirming the identity of employees who have left the workplace claiming LTD and/or WAIP on a bi-weekly basis.

**APPENDIX #4  
GROUP HEALTH & WELFARE**

The Employer sponsored Group and Health & Welfare plan required under Article 19 of the Collective Agreement shall include the following specific benefits, subject to plan terms and conditions.

Definition / Benefit	“Hourly Class 5”	“Permanent Part time Hourly Class 6”	“Seasonal Class 8”
<b>BASIC LIFE INSURANCE</b>			
Benefit Schedule	\$100,000 Flat Amount	\$100,000 Flat Amount	No Coverage
Overall Maximum	—	—	
Non-evidence Maximum	—	—	
Reduction	None	None	
Coverage during total disability	Included	Included	
Conversion	Included — Apply with-in 31 days	Included — Apply with-in 31 days	
Termination	Age 70; Earlier Retirement	Age 70; Earlier Retirement	
<b>EMPLOYEE PAID OPTIONAL EMPLOYEE, SPOUSAL AND CHILD LIFE</b>			
Increments	\$10,000	\$10,000	No Coverage
Maximum	\$250,000	\$250,000	
Coverage during total disability	Automatic if EE’s Basic Life waived	Automatic if EE’s Basic Life waived	
Conversion	Included — Apply with-in 31 days	Included — Apply with-in 31 days	
Suicide Clause	1 year	1 year	



Definition / Benefit	“Hourly Class 5”	“Permanent Part time Hourly Class 6”	“Seasonal Class 8”
Termination	EE retires or reaches Age 65	EE retires or reaches Age 65	
Child maximum	\$15,000	\$15,000	
<b>ACCIDENTAL DEATH &amp; DISMEMBERMENT</b>			
Benefit schedule	\$100,000 Flat Amount	\$100,000 Flat Amount	
Termination	EE retires or reaches Age 65	EE retires or reaches Age 65	No Coverage
<b>SHORT TERM DISABILITY</b>			
Self insured benefit	sickness days per corporate sick leave policy	sickness days per corporate sick leave policy	No coverage
Insured Coverage			
Benefit schedule	66.67% of weekly earnings to a maximum of \$750.	66.67% of weekly earnings to a maximum of \$750.	
Benefit payment period	25 weeks	25 weeks	
Benefit Period	to age 70	to age 70	
Tax Status	Taxable	Taxable	
Termination	Age 70; Earlier Retirement	Age 70; Earlier Retirement	
<b>LONG TERM DISABILITY</b>			
Benefit Schedule	Group LTD	No coverage	No coverage
	70% of basic monthly earnings		

Definition / Benefit	“Hourly Class 5”	“Permanent Part time Hourly Class 6”	“Seasonal Class 8”
Overall Maximum	“Prior to January 1, 2022 — \$4,500 / month Effective January 1, 2022 — \$5,000/ month (increase applicable only to approved disabilities occurring after effective date)”		
Non-evidence Maximum	“Prior to January 1, 2022 — \$4,500 / month Effective January 1, 2022 — \$5,000/ month (increase applicable only to approved disabilities occurring after effective date)”		
Waiting Period	180 days		
Benefit Period	To age 65		
Definition of Disability	12 Month “Own Occupation”		
Pre-existing Clause	90 days / 1 year		
Offsets	Primary		
All Source Maximum	85%		
Partial	Included — maximum duration equal to “Own Occ.”		
Residual	No Coverage		

Definition / Benefit	“Hourly Class 5”	“Permanent Part time Hourly Class 6”	“Seasonal Class 8”
COLA	No Coverage		
Conversion	No Coverage		
Survivor Benefit	3 months		
Tax Status	Taxable		
Termination	Age 65; Earlier Retirement		
<b>HEALTH SPENDING ACCOUNT</b>	Benefit Year (Jan.1 to Dec.31)	Benefit Year (Jan.1 to Dec.31)	Benefit Year (Jan.1 to Dec.31)
Credits	Health Spending Account credit of \$300 at commencement of each benefit year; (monthly prorated amount for new hires)	Health Spending Account credit of \$220 at commencement of each benefit year; (monthly prorated amount for new hires)	Health Spending Account credit of \$150 at commencement of each benefit year; (monthly prorated amount for new hires)
Proof of Claims – Time Limit	90 days after the end of the benefit year	90 days after the end of the benefit year	90 days after the end of the benefit year
	allocated to the year incurred.	allocated to the year incurred.	allocated to the year incurred.
Unused plan Credits	Forfeited the year after the year credited (2 yrs)	Forfeited the year after the year credited (2 yrs)	Forfeited the year after the year credited (2 yrs)
Termination	Age 70, Earlier Retirement	Age 70, Earlier Retirement	The date the employee retires
<b>DENTAL CARE</b>			
Deductible	Nil	Nil	Nil

Definition / Benefit	“Hourly Class 5”	“Permanent Part time Hourly Class 6”	“Seasonal Class 8”
Basic & Preventative	100% Coinsurance	100% Co-insurance	80% Co-insurance
Endo & Perio	Included in Basic	Included in Basic	Included in Basic
Major Restorative	50% Co-insurance	50% Co-insurance	50% Co-insurance
Orthodontic (children only)	80% Co-insurance	80% Co-insurance	No Coverage
Maximums			
Basic & Preventative	\$2,500 / calendar year combined	\$2,500 / calendar year combined	“Prior to January 1, 2022 \$1,500 / calendar year; Effective January 1, 2022 \$2,000 / calendar year combined maximum with Major Restorative coverage (increase applicable only to approved claims occurring after effective date)”
Major Restorative	\$1,000 / calendar year	\$1,000 / calendar year	“Prior to January 1, 2022 \$1,500 / calendar year; Effective January 1, 2022 \$2,000 / calendar year combined maximum with Major Restorative coverage (increase applicable only to approved claims occurring after effective date)”

Definition / Benefit	“Hourly Class 5”	“Permanent Part time Hourly Class 6”	“Seasonal Class 8”
Orthodontic	\$3,000 / lifetime	\$3,000 / lifetime	No Coverage
P.D.A. Fee Schedule	Current Province of Residence	Current Province of Residence	Current Province of Residence
Recall Examination	1 / 6 months	1 / 6 months	1 / 9 months
Survivor Benefit	24 months — Premiums are waived	24 months — Premiums are waived	No Coverage
Termination	Last day of the month in which ee retires or turns 70	Last day of the month in which ee retires or turns 70	No longer active or covered by collective agreement
<b>HEALTH CARE</b>			
Maximum	Unlimited, except as noted under detail maximums	Unlimited, except as noted under detail maximums	\$1,500 / calendar year
Major Medical Deductible	\$10 / individual; \$20 / family	\$10 / individual; \$20 / family	Not Applicable — No Coverage
Major Medical Co-insurance	100%	100%	Not Applicable — No Coverage
Hospital Co-insurance	100%	100%	Not Applicable — No Coverage
Prescription Drugs	50% — Vitamin B6 and B12 injections; for the treatment of obesity only.	50% — Vitamin B6 and B12 injections; for the treatment of obesity only.	50% — Vitamin B6 and B12 injections; for the treatment of obesity only.
	100% — All other covered drugs	100% — All other covered drugs	80% — All other covered drugs
	All vaccines whether they require a prescription or not	All vaccines whether they require a prescription or not	All vaccines whether they require a prescription or not

Definition / Benefit	“Hourly Class 5”	“Permanent Part time Hourly Class 6”	“Seasonal Class 8”
			Over age 65 — no Coordination of Benefits coverage if partially covered under ODB
Generic substitution	Mandatory generic substitution except with prior authorization from the insurer for the brand name drug	Mandatory generic substitution except with prior authorization from the insurer for the brand name drug	Mandatory generic substitution except with prior authorization from the insurer for the brand name drug
Durolane injections	Durolane injections	Durolane injections	
M.D. Override	M.D. required to complete insurer’s Drug Exception Form (See generic substitution above)	M.D. required to complete insurer’s Drug Exception Form (See generic substitution above)	M.D. required to complete insurer’s Drug Exception Form (See generic substitution above)
Reimbursement Type	Pay Direct Drug Card	Pay Direct Drug Card	Pay Direct Drug Card
Dispensing Fee Maximum	\$8.00	\$8.00	\$8.00
Antibesity Drugs	No Coverage except Vitamin B6 and B12 above	No Coverage except Vitamin B6 and B12 above	No Coverage except Vitamin B6 and B12 above
Smoking Cessation Products	\$600 / lifetime	\$600 / lifetime	\$600 / lifetime
Infertility / Fertility Drugs	\$2,400 / lifetime	\$2,400 / lifetime	\$2,400 / lifetime
Erectile Dysfunction Drugs	lifetime maximum \$2,400 for each person	lifetime maximum \$2,400 for each person	lifetime maximum \$2,400 for each person
Hospital	Semi-private — not subject to deductible	Semi-private — not subject to deductible	No Coverage

<b>Definition / Benefit</b>	<b>“Hourly Class 5”</b>	<b>“Permanent Part time Hourly Class 6”</b>	<b>“Seasonal Class 8”</b>
Convalescent Hospital	\$20/day; 120 days/incident	\$20/day; 120 days/incident	No Coverage
Chronic Care Facility	\$20 / day; 120 days / calendar year	\$20 / day; 120 days / calendar year	No Coverage
Nursing Home	\$20 / day; 120 days / calendar year	\$20 / day; 120 days / calendar year	No Coverage
Private Duty Nursing	\$10,000 / calendar year	\$10,000 / calendar year	No Coverage
Emergency Travel Assistance	Included	Included	No Coverage
Emergency Out of Province	\$1,000,000 / lifetime	\$1,000,000 / lifetime	No Coverage
Hospital	Semi-private	Semi-private	No Coverage
Referral Out of Province	\$50,000 / lifetime	\$50,000 / lifetime	No Coverage
Eye Exams	1 / 12 months — Children 1 / 24 months — Adults	1 / 12 months — Children 1 / 24 months — Adults	No Coverage
Vision Care	“Prior to January 1, 2022 -\$300 / 24 months — Adults / 12 months Children Effective January 1, 2022 -\$350 / 24 months — Adults / 12 months Children (increase applicable only to approved claims occurring after effective date)”	“Prior to January 1, 2022 -\$300 / 24 months — Adults / 12 months Children Effective January 1, 2022 -\$350 / 24 months — Adults / 12 months Children (increase applicable only to approved claims occurring after effective date)”	No Coverage
Accidental Dental Injury	Included — 12 month limit	Included — 12 month limit	No Coverage
Hearing Aids	\$300 / 4 calendar years	\$300 / 4 calendar years	No Coverage

<b>Definition / Benefit</b>	<b>“Hourly Class 5”</b>	<b>“Permanent Part time Hourly Class 6”</b>	<b>“Seasonal Class 8”</b>
Orthopedic Shoes (custom-fitted)	1 pair or 1 modification / calendar year	1 pair or 1 modification / calendar year	No Coverage
Orthotics	\$150 / calendar year	\$150 / calendar year	No Coverage
Myoelectric Appliances	80% co-insurance	80% co-insurance	No Coverage
Wigs	After chemotherapy, \$300 / benefit year	After chemotherapy, \$300 / benefit year	No Coverage
Paramedical Practitioners			
Maximum / Visit	Reasonable & Customary	Reasonable & Customary	No Coverage
Chiropractors	\$300 / benefit year including max. 1 x-ray	\$300 / benefit year including max. 1 x-ray	No Coverage
Podiatrist / Chiropodist *	\$300 / benefit year including max. 1 x-ray	\$300 / benefit year including max. 1 x-ray	No Coverage
Osteopaths*	\$300 / benefit year including max. 1 x-ray	\$300 / benefit year including max. 1 x-ray	No Coverage
Naturopath	\$300 / benefit year including max. 1 x-ray	\$300 / benefit year including max. 1 x-ray	No Coverage
Acupuncturists	\$300 / benefit year	\$300 / benefit year	No Coverage
Speech Therapist	\$300 / benefit year	\$300 / benefit year	No Coverage



<b>Definition / Benefit</b>	<b>“Hourly Class 5”</b>	<b>“Permanent Part time Hourly Class 6”</b>	<b>“Seasonal Class 8”</b>
Physiotherapist	“Prior to January 1, 2022 — \$1,000 / benefit year; Effective January 1, 2022 — \$2,000 / benefit year (increase applicable only to approved claims occurring after effective date)”	“Prior to January 1, 2022 — \$1,000 / benefit year; Effective January 1, 2022 — \$2,000 / benefit year (increase applicable only to approved claims occurring after effective date)”	No Coverage
Massage Therapists	\$300 / calendar year	\$300 / calendar year	No Coverage
Psychologists	\$300 / calendar year	\$300 / calendar year	No Coverage
Christian Science	\$300 / calendar year	\$300 / calendar year	No Coverage
* 1st visit coverage	No	No	No Coverage
Medical Cannabis	Effective January 1, 2022 — eligibility for medical cannabis in accordance with RBC plan / individual maximum of \$300	Effective January 1, 2022 — eligibility for medical cannabis in accordance with RBC plan / individual maximum of \$300	No Coverage
Survivor Benefit	24 months — Premiums are waived	24 months — Premiums are waived	No Coverage
Termination	Last day of the month in which ee retires or turns 70	Last day of the month in which ee retires or turns 70	No longer active or covered by collective agreement



**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**MOUNT PLEASANT**  
**GROUP OF CEMETERIES**  
**(“Employer”)**



**AND**

**UNIFOR LOCAL 112**  
**(“Union”)**



***SEASONAL EMPLOYEES***

**DURATION**  
**June 26, 2021 to June 25, 2025**



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WHEREAS the employer is a non-profit corporation organized to provide a public service and all funds of the corporation must be used for the maintenance of present properties and the development of new properties for the future use of the public;

AND WHEREAS the Union has been certified as the collective bargaining agent for the employees of the Employer hereinafter mentioned;

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 to govern the relationship between the parties, to promote efficiency and service, and to set forth the basic agreements covering the rate of pay, hours of work, dispute procedure and conditions of employment.

NOW THEREFORE THESE PRESENTS WITNESSETH THAT the parties here agree as follows:

**ARTICLE I  
RECOGNITION**

- 1.01 All seasonal employees of Mount Pleasant Group of Cemeteries employed at Prospect Cemetery, Mount Pleasant Cemetery, Elgin Mills Cemetery, Necropolis Cemetery, Pine Hills Cemetery, Beechwood Cemetery, Meadowvale Cemetery, Thornton Cemetery, York Cemetery and the Equipment Maintenance Shop, save and except technologists, crematorium operators, patrol persons, salespersons, office staff, clerical staff, supervisors and those above the rank of supervisor.
- 1.02 All employees referred to above who work at any alternate work site of the employer will be covered by all terms and conditions of this collective agreement.

## **ARTICLE 2 GENDER**

- 2.01 For the purpose of interpretation of this Agreement wherever the singular or masculine gender is used in this Agreement it shall be considered as if the plural or feminine has been used where the context of this Agreement so requires.

## **ARTICLE 3 HUMAN RIGHTS**

- 3.01 The Employer and the Union agree that, in accordance with the Ontario *Human Rights Code*, save and except legislated exemptions, there shall be no discrimination, interference, restraint or harassment or coercion exercised or practised by either of them, or by any of their representatives, with respect to any employee because of his/her age, disability, race, colour, place of origin, ethnic origin, citizenship, marital status, creed, nationality, sex or sexual orientation, gender identity, gender expression on account of religious or political affiliations, or because of his/her membership or activities or lack of membership or activities, in the Union.
- 3.02 The Employer and the Union are committed to providing a harassment free workplace. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds enumerated above. All employees are expected to treat others with courtesy and consideration and to discourage harassment.
- 3.03 The Employer and the Union agree to adhere to and uphold the “Harassment Prevention Policy” as established by the Employer and amended from



time to time, after consultation with the Union. Any amendments to the Policy shall be supplied to the National Representative and the President of the Local Union. During the life of this agreement, the employer agrees not to remove the provision in the Harassment Prevention Policy relating to the grievance procedure.

#### **ARTICLE 4 DEFINITIONS**

- 4.01 A Seasonal employee is an employee employed for a period of seasonal employment, generally commencing on or about April 1<sup>st</sup> of each year.

#### **ARTICLE 5 UNION SECURITY**

- 5.01 All employees who are members of the Union at the signing date of this Agreement and any employees hired after the signing date of this Agreement must maintain their membership.
- 5.02 The Employer shall deduct the monthly Union dues for the employees in the month following the month of hire and it shall forward to the Secretary Treasurer 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 and total number of all employees from whom monthly dues deductions have been made.
- 5.03 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.

- 5.04 Upon commencement of employment, all employees shall be advised of the Union and the conditions relating to the payment of monthly Union dues. The Union President and Chairperson shall meet such employees for up to thirty (30) minutes during orientation at a time and location designated by the Employer, in order to orient the employee with respect to the duties and obligations of the Union.

**ARTICLE 6  
MANAGEMENT RIGHTS**

- 6.01 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order and efficiency;
  - (b) hire, promote, demote, classify, transfer, suspend and retire in accordance with established policy, and the discipline or discharge of any employee for just cause, provided that a claim by an employee who has acquired seniority that he/she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) make, enforce and alter reasonable rules and regulations to be observed by the employees as are posted from time to time.

**ARTICLE 7  
UNION REPRESENTATION**

- 7.01 The National Representative, or a duly designated member of the Local Executive, shall, after securing prior approval from the Property Manager, have access to Employer properties to discharge his/her duties provided employees are not disturbed in the performance of their duties.

## **ARTICLE 8**

### **UNION REPRESENTATIVES**

- 8.01 Union shall be permitted to elect or appoint a Steward at each property (to represent both bargaining units). The Steward must have been employed for at least six (6) months before being elected or appointed. Each Steward must be an employee of one of the bargaining units.
- 8.02 The Employer shall recognize the Union's National Representative, Local Union President, Unit Chairperson, Bargaining Committee members and each property Steward.
- 8.03 The Employer agrees to recognize a Negotiating Committee comprised of the Chairperson and Bargaining Committee as elected or appointed to a combined maximum of five (5) employees for the purpose of negotiating a renewal of the collective agreements. All negotiating committee members must be comprised of employees within the bargaining units. Wherever possible, the bargaining unit representatives shall each be from different properties.
- 8.04 Members of Negotiating Committee shall receive their regular wage rates for time spent in negotiations with the Employer, up to their regularly scheduled hours, which are convened to bargain the renewal of this Agreement. Such payment shall be made for time spent in grievance meetings up to but not including mediation or arbitration and collective bargaining up to but not including conciliation meetings.

## **ARTICLE 9**

### **CLOTHING AND SPECIAL EQUIPMENT**

- 9.01 (a) The Employer shall supply employees with all such clothing and equipment as is required

in the course of performing employment duties. This shall include any clothing and equipment as may be required under the *Occupational Health & Safety Act*, and its regulations. Replacement clothing and equipment shall not be unreasonably denied. The Employee has an obligation to advise the Employer of any replacement needs.

The current issue, which may be amended from time to time, is as follows:

T-Shirt

Baseball Cap or “Boonie” Hat (emblazoned with the MPGC logo)

Spring / Fall Jacket and Hooded Sweatshirt

Personal Protective Equipment where necessary: e.g. ear and eye protection, air filtration respirators, gloves appropriate for potential hazards involved in garbage removal, rain gear, N95 Particulate Respirator Masks and safety helmet.

- (b) Notwithstanding the foregoing, it is the responsibility of employees to purchase and wear C.S.A. approved safety boots. Effective January 1<sup>st</sup>, 2018, the Employer shall establish an account for each non-probationary employee to spend up to \$200 per annum on such boots at a third party vendor. Any amount not utilized in the applicable calendar year may be carried over for use in the following year but must be spent within the first 90 days of such year or is forfeit.

9.02 All equipment issued by the Employer shall be deposited at the employee’s assigned property in the designated storage site as may be provided. In the event an employee is reassigned or temporarily

transferred to another property, the employee shall take all such clothing and equipment to the alternate worksite for use and storage.

- 9.03 Employees requiring prescription safety glasses will be reimbursed up to \$100 every two (2) years upon presentation of a receipt.

## **ARTICLE 10 GENERAL**

- 10.01 The Employer shall maintain adequate facilities for the storage of Employer issued clothing. The Employer shall provide and maintain shower and washroom facilities.
- 10.02 Employees shall at all times maintain the cleanliness of the change room facilities.
- 10.03 The Employer shall provide one secured space at each property upon which the Union may post notices or other communications to its members. The parties agree that only notices that are signed by a Union official and approved by the Employer will be posted on the bulletin board, such approval not to be unreasonably withheld. Union notices shall be confined to these secured spaces.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

- 11.01 The purpose of this Article is to establish a procedure for the settlement of all grievances and for the referral of grievances to arbitration where necessary. The computation of calendar days in respect of the grievance procedure shall exclude public holidays (as per the *Employment Standards Act, 2000*) and the employee's or employer representative's approved vacation time.

- 11.02 **Step 1** – Any employee having a grievance relating to the terms and conditions of this Agreement shall communicate his/her concerns to his/her immediate supervisor within seven (7) calendar days of the occurrence of the matter (or when such matter came, or ought to have come, to the member's attention).
- 11.03 **Step 2** – If the grievance is not satisfactorily resolved within twenty-four (24) hours, the Committeeperson shall, within five (5) calendar days submit the grievance in writing, citing any and all relevant facts, names and articles of this Agreement, as well as the relief sought, to the Property Manager on the prescribed form supplied by the Employer. The Property Manager shall render his/her decision in writing to the Committeeperson within seven (7) calendar days of the receipt of the grievance.
- 11.04 **Step 3** – Should the employee or the Union be dissatisfied with the decision rendered in Step 2, the Union may, within seven (7) calendar days, refer the grievance to the Director of Property Management. The Director of Property Management and a Human Resource representative shall meet with the Union National Representative and/or President, Chairperson along with the Grievor within the next seven (7) calendar days to consider the matter.

The Director of Property Management decision on the grievance shall be rendered in writing and delivered to the President of the Local, or his/her designate as may be identified to the Employer in writing, within seven (7) calendar days after the holding of the meeting.

- 11.05 **Arbitration** – If the above process does not yield an outcome satisfactory to the employee, the grievance may be referred to an arbitrator, provided written notice of the party's intention to refer the

dispute to an arbitrator is given to the other party within ten (10) calendar days after management's decision. Within five (5) calendar days of the giving of written notice, both parties shall exchange lists of three (3) proposed arbitrators. In the event that no name is common to both lists, either party may within ten (10) calendar days after the lists have been exchanged request the Minister of Labour of Ontario to appoint an arbitrator and shall provide the other party with a copy of such request.

- 11.06 The Arbitrator shall not make any decision inconsistent with the provisions of this agreement, nor alter, add to or amend any part of this Agreement.
- 11.07 Grievances relating to the discharge or suspension of an employee (extending over two days), may be lodged in writing through the Committeeperson directly to the Director of Property Management and dealt with at Step 3. Such grievances must be submitted within five (5) calendar days of the occurrence of the matter.
- 11.08 The grievance procedure outlined in this Agreement shall apply equally to a grievance lodged by a group of employees (provided all such employees are individually identified), a Union policy grievance, or an Employer grievance. A grievance initiated by the Employer shall be submitted to the Committeeperson, Union National Representative or President of the Local Union at Step 3.
- 11.09 The time limits set out herein are mandatory. However, the parties to this Agreement may, on mutual consent in writing, waive any non-compliance with the mandatory time limits set out herein or agree to expedite the grievance process, abridging the stipulated times or order of proceeding.

## ARTICLE 12 SENIORITY

- 12.01 All employees shall be deemed to be probationary until they have successfully completed three hundred and twenty (320) hours of work from their date of employment. The probationary period of an employee may be extended up to a further six (6) weeks with the written consent of the employee, the Employer and the Committeeperson. Employees who have successfully completed their probationary period shall accumulate seniority from their date of employment.
- 12.02 Probationary employees may be discharged during the probationary period and such discharge shall not be subject to the grievance procedure, unless the Union demonstrates such discharge was contrary to the *Human Rights Code* or in bad faith. There shall not be any obligation on the Employer to re-employ an employee laid off or discharged during his/her probationary period.
- 12.03 Seniority lists shall be prepared to reflect company wide seniority and shall be posted bi-annually (June 15<sup>th</sup> and December 15<sup>th</sup>) in an area where they may be inspected by employees. The Union shall also be provided with such seniority lists.
- 12.04 Notwithstanding the seasonal separation and periods of successive reemployment, employees accepting an offer of reemployment shall resume the accrual of their seniority. This recognition of previous service shall apply solely for purpose of determining rights and obligations under this Agreement and only applies where the employee notifies the Employer in writing in advance of the proposed start date that he/she accepts the offer of reemployment.



- 12.05 An employee shall forfeit all seniority and shall be deemed terminated if:
- (a) the employee quits;
  - (b) the employee is discharged and the discharge is not reversed through the grievance procedure;
  - (c) the employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing the Employer with a satisfactory reason;
  - (d) the employee, without reasonable cause, fails to complete the seasonal orientation program;
  - (e) the employee fails to confirm in writing to the Employer his/her intention to accept recall, which confirmation must be received on or before December 31st of each year;
  - (f) the employee accepts a non-bargaining unit position and does not return to the bargaining unit within six (6) months of such departure; or if returning from a non-managerial role, within twelve (12) months, or
  - (g) the employee is not recalled or reemployed within thirty six (36) months of layoff.
- 12.06 Seasonal employees may apply to transfer to other properties and upon being accepted, shall transfer their seniority with them.

### **ARTICLE 13**

#### **LEAVES OF ABSENCE**

- 13.01 Where practicable, leaves of absence without pay shall be granted for up to two (2) employees to attend Union meetings and conventions upon application and two (2) weeks' notice. Leaves of absence must be signed by the Employer, and a copy of the

letter setting out the terms of the leave shall be provided to the Committeeperson. Such leaves shall not be unreasonably denied or withheld.

- 13.02 The Employer may also grant leaves of absence without pay on an individual basis to requesting employees, on two week's notice. Leaves of absence must be signed by the Employer, and a copy of the letter setting out the terms of the leave shall be provided to the Committeeperson. Such leaves shall not be unreasonably denied or withheld.
- 13.03 (a) For leaves granted in accordance with 13.01, seniority shall be maintained and continue to accrue for up to thirty six (36) months for employees absent on a leave granted pursuant to 13.01 and/or 13.02.
- (b) For leaves granted in accordance with 13.02, seniority shall be maintained for a maximum of nine (9) months.
- 13.04 The Union shall be responsible for reimbursing the Employer for any hourly wages associated with such leaves, including pay rate differentials and overtime associated with the granting of such leaves.

#### **ARTICLE 14**

##### **HOURS OF WORK AND OVERTIME**

- 14.01 The normal work week shall consist of forty (40) hours per week, exclusive of unpaid meal periods. The normal work day shall be eight (8) hours exclusive of a one half (1/2) hour unpaid meal period. The unpaid meal break may be changed to one (1) hour with the consent of both the employee and the Employer.
- 14.02 Employees shall be allowed a fifteen (15) minute rest break during each half shift at times designated by the Property Manager.

- 14.03 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 shall be permitted to clean tools and wash up at quitting time for the day.
- 14.04 Employees may be required to work at cemeteries other than their base property and if instructed the day previous to such employment they shall provide their own transportation on their own time. Such employees shall be compensated at the current rate per kilometer for the distance from their base property to the assigned property, less the distance from their home to the base property.
- 14.05 Employees reporting for work without previous notice that they would not be required, shall receive a minimum of either four (4) hours of work or four (4) hours of pay.
- 14.06 Where employees notify their Property Manager that they desire a change in their weekly work schedule, the Employer, if satisfied that the normal work required at the property involved can be properly performed, may agree to such rescheduling. The Employer shall not be responsible or liable for overtime rate claims or other non-compliance with the provisions of this Agreement that may arise or accrue as a result of such rescheduling.
- 14.07 Time worked in excess of eight (8) hours a day and forty (40) hours a week shall be paid at the rate of one and one-half (1 ½) times the straight time hourly rate. Time worked in excess of eight (8) hours per day shall not be counted for the purpose of calculating overtime beyond forty (40) hours per week.
- 14.08 Where the Employer determines overtime is required at a property, the Property Manager shall

consult the rotational list maintained in seniority order by his/her employees for the purpose of assigning overtime. It is understood the Employer assumes no liability in respect of potential inequities generated by compliance with such list.

14.09 This article shall not be deemed a guarantee of work except as provided in Article 14.05.

**ARTICLE 15  
WAGES AND JOB CLASSIFICATIONS**

15.01 Wages shall be increased as follows:

- June 26, 2021 – 2.5%
- June 26, 2022 – 2.5%
- June 26, 2023 – 2.0%
- June 26, 2024 – 2.0%

Employees shall move through the following wage grid based on hours worked as follows:

Seasonal June 26, 2021	
Hours Worked	Wages
Start	\$15.19
320 hours	\$15.19
1000 hours	\$15.82
1500 hours	\$16.89
2000 hours	\$18.18
2500 hours	\$20.06

Seasonal June 26, 2022	
Hours Worked	Wages
Start	\$15.57
320 hours	\$15.57
1000 hours	\$16.22
1500 hours	\$17.31
2000 hours	\$18.64
2500 hours	\$20.56

Seasonal June 26, 2023	
Hours Worked	Wages
Start	\$15.88
320 hours	\$15.88
1000 hours	\$16.55
1500 hours	\$17.66
2000 hours	\$19.01
2500 hours	\$20.97

Seasonal June 26, 2024	
Hours Worked	Wages
Start	\$16.20
320 hours	\$16.20
1000 hours	\$16.88
1500 hours	\$18.01
2000 hours	\$19.39
2500 hours	\$21.39

15.02 (a) Seasonal employees assigned to perform work other than seasonal work shall receive the applicable Class hourly rate payable pursuant to the Full time / Part time Agreement per hour that such work is performed. For greater certainty, the work attracting this premium shall be as follows:

- i. operating a backhoe
- ii. driving a three tonne truck
- iii. marking graves and foundations
- iv. assigned as part of a work crew performing interments, entombments, disinterments and disentombments, which includes removal and sealing of crypt or niche fronts, digging cremations, laying planks and plywood at the grave and dressing for a service, removing, raising, or lowering, setting tents, chairs or special events

- v. part of an assigned work crew moving monuments and the re-sealing of monuments, digging, recapping, pouring foundations, setting markers onto concrete, granite or other materials, and re-setting of markers to another location
- vi. operating the tamper or breaker guns
- vii. snow removal using a truck mounted plow
- viii. the planting and removal of large trees
- ix. Mausoleum Custodian duties.
- x. Operating a tool cat while performing the auger function for interment purposes.

Part time employees who have maximized their hours under 4.01(ii) of the Full time / Part time Agreement shall be utilized for such work at their assigned property (provided no overtime is triggered) before seasonal employees are offered the work. Seasonal employees who are immediately qualified and willing to perform the work shall then be offered, on a rotational basis, any remaining work at their assigned property.

- (b) Seasonal employees who perform the removal work referenced in Articles 17.05 and 17.06 of the Full time / Part time Agreement will share equally in the bonus paid under Article 17 of that Agreement.
- (c) For further certainty, the work of seasonal employees includes landscaping (grass cutting, gardening, re-grading, and sodding), garbage pick up, shop and mausoleum clean up not normally performed by the Mausoleum Custodian, directing traffic during funeral processions, wreath setting, fence repairs, and painting.

(d) Such hours are applicable towards salary grid progression in Article 17.01 of the Full time / Part time Agreement and payable in accordance with assignments under (a) above. The hours accrued through such assignments shall be carried with the Employee should he/she successfully apply for a vacancy in the Full Time / Part time Agreement.

15.03 Non-bargaining unit employees shall not perform work normally done by the employees in the bargaining unit except for the purpose of instruction, experimentation, inspection and in circumstances when employees are not on site and immediately available.

## **ARTICLE 16 BENEFITS**

16.01 The Employer shall provide both Medical and Dental single benefit coverage to seasonal employees after the employee has completed a minimum of 3,000 hours of work. Such employees shall also be provided with a drug card.

(a) Effective January 1, 2018, the Employer shall establish a Health Spending Account in the amount of \$150 annually for each employee having completed a minimum of 3,000 hours of work. The sum annually deposited in each account may only be carried over to the following calendar year and must be exhausted in that second calendar year, failing which the carried over portion shall expire.

16.02 The Employer shall pay 100% of the premium cost for the following Medical Plan and which is available to the actively employed seasonal employees identified in Article 16.01:

- (a) The maximum coverage per eligible employee shall be \$1,500.00.
- (b) Medical coverage shall include the following prescription drugs
  - (i) Medication listed on the Federal or Provincial Drug Schedule which has a Drug Identification Number (DIN) and requires a prescription.
  - (ii) Injectable drugs and vitamins, insulin and allergy extracts with a DIN
  - (iii) Preparations and compounds of which at least one ingredient is an eligible drug under this benefit
- (c) Medical expenses covered under this plan shall be reimbursed to a maximum of 80%.
- (d) \$8.00 dispensing fee cap.
- (e) Employees may access family coverage by paying 100% of the additional premium cost for family coverage.

16.03 The Employer shall pay 100% of the premium cost for the following Dental Plan and which is available to the actively employed seasonal employees identified in Article 16.01:

- (a) The maximum coverage per eligible employee shall be \$1,500.00.
- (b) The plan shall cover recall examinations once every nine (9) months.
- (c) Dental expenses covered under this plan shall be reimbursed as follows:
  - (i) preventative dental procedures to a maximum of 80%
  - (ii) basic dental procedures to a maximum of 80%



- 16.04 The Employer shall provide the Union with the plan booklets arising from the contracts of insurance secured to provide the benefits agreed to in article 16.01 through 16.03.
- 16.05 (a) Work Accident Insurance Program (“WAIP”): Currently provided by RBC Insurance (formerly UnumProvident Canada) and applicable to eligible seasonal employees, providing the following or substantially similar coverage:
- (i) after 104 weeks of permanent and total disability, principal sum of \$100,000 (may be subject to offset for payments under the loss schedule)
  - (ii) total disability weekly accident indemnity 75% of gross earnings to a maximum of \$650 per week for up to 104 weeks of eligibility
  - (iii) partial disability weekly accident indemnity, 50% of (ii) above for up to 104 weeks of eligibility
  - (iv) accident medical, up to \$15,000
  - (v) accident dental, up to \$3,000
  - (vi) repatriation, up to \$10,000
  - (vii) funeral expenses, up to \$10,000
  - (viii) rehabilitation, up to \$10,000
  - (ix) family transportation, up to \$10,000
  - (x) injured wearing seatbelt, up to \$10,000
- (b) The WAIP shall be supplemented by the Employer in the following manner:
- (i) top up the injured employee’s weekly accident indemnity over the period of eligibility, up to the maximum period payable, such that the employee receives an amount equivalent to seventy-five (75%) of his/her gross earnings;

- (ii) maintain the injured employee's eligibility for the benefits as referenced in paragraph (c) below; and
  - (iii) where the injured employee suffers a permanent partial disability, full reimbursement shall be provided for tuition fees incurred in a mutually agreed program of education, to a maximum of two thousand (\$2,000.00) per year over a consecutive five (5) year period (i.e. \$10,000.00 maximum lifetime).
- (c) Eligible Seasonal Employees: Group Benefit Program consisting of a Medical Plan and Dental Plan currently provided by Sun Life Financial pursuant to articles 16.01 through 16.03.
- 16.06 Employees shall be eligible to participate in the Employer's Group Registered Retirement Savings Plan in accordance with its terms.
- 16.07 Employees shall be able to participate in the Employee Assistance Plan purchased by the employer.
- 16.08 Where the Employer changes carriers for the foregoing benefits, the Union shall be provided with the applicable plan booklets within thirty (30) days of such change. The Employer shall ensure the terms and conditions of the group benefit insurance policies are substantially similar inclusive of the benefits set out in Appendix "D" to the Collective Agreement.
- 16.09 Employee eligibility for the foregoing benefits ceases in accordance with the terms, conditions and criteria set out in such policies and/or related plan documentation, except where prohibited by law.

**ARTICLE 17**  
**PAID HOLIDAYS**

17.01 (a) This Agreement recognizes ten (10) premium paid holidays as follows:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Family Day	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

(b) In addition, employees who have completed their probationary period shall be paid for the Civic Holiday.

(c) An employee who fails, without reasonable cause, to work all of his or her last regularly scheduled day of work before the paid holiday or all of his or her first regularly scheduled day of work after the paid holiday forfeits entitlement to such paid holiday.

17.02 An employee shall not be laid off by the Employer the day before Labour Day to avoid payment of holiday pay.

17.03 An employee who is required to work on any of the ten (10) paid holidays shall be paid in accordance with the *Employment Standards Act, 2000*.

17.04 An employee who is absent without reasonable cause on any of the above paid holidays after being required to work, forfeits all pay for that day.

17.05 In the event that a lay-off commenced on a work day immediately preceding a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.

**ARTICLE 18  
VACATION PAY**

- 18.01 (a) Employees who have not completed 3,000 hours of work shall receive an amount of 4% of gross earnings as vacation pay which shall be paid bi-weekly as in past practice. Upon completion of 3,000 hours of work the amount shall be increased to 5% of gross earnings.
- (b) Each non-probationary Seasonal employee shall be allotted 1 paid personal day to be pre-scheduled at a mutually agreeable time where possible.
- (c) Each non-probationary Seasonal employee shall be provided two (2) paid sick leave days per members per season.

**ARTICLE 19  
STRIKES AND LOCKOUTS**

- 19.01 During the term of this Agreement there shall be no strikes by employees or lock outs by the Employer.

**ARTICLE 20  
HEALTH AND SAFETY**

- 20.01 (a) The Employer and the Union shall work in partnership to provide a safe and healthy working environment for all employees during their hours of employment.
- (b) The Employer and the Union are committed to providing a harassment and violence free workplace. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome. Workplace Violence means the attempt or actual exercising of physical force

that causes or could cause physical injury, or a statement or behaviour that it is reasonable to interpret as a threat to exercise physical force that could cause physical injury.

(c) The Union recognizes the obligation of its members to cooperate with training initiatives implemented by the Employer to enhance health and safety, including with respect to equipment operation.

20.02 The Employer recognizes its obligations to comply with the *Occupational Health and Safety Act* (“*OHSA*”). All standards established under the *OHSA* represent the minimum acceptable practice which the parties shall strive to improve upon through the Joint Health and Safety Committees established at each property. Committee members shall receive appropriate training.

20.03 The parties shall, at each property where required by law, maintain one (1) Joint Health & Safety Committee comprised of equal numbers of employer and bargaining unit representatives. Each Committee shall have certified Co-chairs representing the employer and the bargaining unit respectively and shall discharge its obligations under the *OHSA*, including inspections, convening meetings, undertaking the investigation of any alleged unsafe practices and/or accidents, and making appropriate reports.

20.04 The parties shall also establish a Health and Safety Steering Committee (“*HSSC*”) comprised of two (2) certified bargaining unit representatives and two (2) certified management representatives. The *HSSC* shall meet on a quarterly basis and at such other times as mutually agreed. The *HSSC*’s purpose will be to work with the Joint Health and Safety Committees at each property as well as review

and make recommendations with respect to health and safety matters including:

- (i) awareness, training, and knowledge of proper procedures;
- (ii) integrated pest management practices; and
- (iii) policies regarding Heat Stress, Lightning, Crowd Control, Carry-ons, High Risk Funerals and Working Alone

Time spent in the performance of such duties for the HSSC shall be deemed time at work and shall be paid in accordance with the terms of this Agreement.

- 20.05 The National Representative and/or the Local Union President, or designate, may raise general health and safety issues with the Manager, Employee Relations for discussion.
- 20.06 Employees may invoke the right to refuse work in accordance with the *OHSA*, as set out in Appendix “B”.
- 20.07 An employee injured during working hours and who is required to leave work for treatment shall receive his/her earnings for the balance of the shift.
- 20.08 National Minute of Silence – Each year on April 28<sup>th</sup> at 11:00 a.m. employees may, if possible, observe one minute of silence in memory of people who have died in workplace accidents.
- 20.09 (a) An employee who returns to work after a period of absence due to illness or injury extending over five (5) days may be required to produce a medical certificate from his/her physician substantiating fitness for duty. In the event an employee is requesting modified

work, the employee may be required to provide a duly completed fitness for work certificate on a form provided by the Employer and shall complete any insurance forms which may be required by the Employer's insurance carrier.

- (b) The Employer may also require, in reasonable circumstances, that an employee have his/her physician complete its functional abilities form or attend at an independent physician from the list maintained for this purpose by the Ontario College of Physicians and Surgeons, in order to obtain an Independent Medical Evaluation or Functional Ability Evaluation to satisfy any fitness for duty concerns. The Employer shall bear the cost of this procedure.
- (c) Once medically cleared to return to full duties, the Employer shall return the employee to the position and property to which he/she was last assigned provided a vacancy exists or the employee elects to bump the least senior employee at the property.

## **ARTICLE 21 DISCIPLINE**

- 21.01 All discipline assessed will be implemented pursuant to the principles of progressive discipline. Discipline will be removed from the Employee's record after twenty four (24) months of active service provided there is no intervening discipline. Any suspensions imposed for conduct in breach of the Human Rights Code and/or Occupational Health and Safety Act shall remain on the Employee's record for an additional 2 years.
- 21.02 (1) The following specified causes shall be conclusively deemed to be sufficient for the discharge

of an employee, but shall not deprive any employee of the grievance procedure:

- a) theft from the Employer;
  - b) consuming an intoxicating beverage, or drug, while on duty;
  - c) being impaired while on duty by reason of consumption of an intoxicating beverage, or drug, subject to the Human Rights Code;
  - d) responsible for bringing and being in possession of an intoxicating beverage, or drug, for other than medicinal purposes, while on duty, subject to the Human Rights Code;
  - e) desecrating a burial site;
  - f) physical violence causing bodily harm.
- (2) At an arbitration concerning the above grounds only the factual basis underlying the application of the above specific penalties may be reviewed. If the factual basis is substantiated, the Arbitrator shall not inquire into the propriety of the specific penalty. Nothing in this provision shall affect the right of the Employer to discharge or discipline employees for just cause, and the question of whether just cause for discharge or discipline exists in any other case shall be determined without regard to the existence of this provision.

## **ARTICLE 22**

### **BEREAVEMENT PAY**

22.01 An employee shall be permitted time off work for the purpose of arranging and attending the funeral



of a member of his immediate family, up to a maximum of three (3) days. Employees shall receive up to one (1) day for bereavement in respect of aunts and uncles. Where any such day falls on a scheduled working day for the employee, he/she shall be paid a bereavement allowance for the hours he/she was scheduled to work at the applicable hourly rate. Immediate family shall mean grandparents, spouse (common law or same sex), son (or in-law), daughter (or in-law), mother (or in-law), father (or in-law), sister (or in-law) and brother (or in-law).

### **ARTICLE 23 LAYOFF AND RECALL**

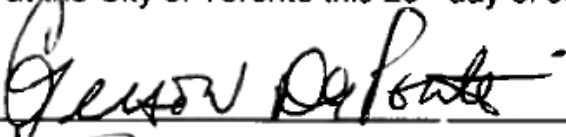
- 23.01 (a) Unless specified otherwise, seniority shall be property specific. Where a reduction in staff is required at a property, the Employer shall select the most junior employee at such property, provided the remaining employees are immediately qualified and available to perform the remaining work. Where an employee at the property voluntarily ends their season, the three next most senior employees on involuntary layoff from such property will be canvassed over the following 48 hour period. The most senior employee accepting recall to the property by reply voice message to the Property Manager, or designate, will be recalled provided they report to work within 72 hours of being offered such opportunity. Should an employee choose not to return for recall under these circumstances, they will not be deemed terminated.
- (b) Employees shall be recalled to the property from which they were first selected for lay off based on property specific seniority order,

provided the remaining employees are immediately qualified and available to perform the remaining work. No employee shall be hired at the original property where the employee exercised seniority due to a layoff, until he/she has been returned to his/her former position, has declined or is unavailable to be recalled.

## **ARTICLE 24 RENEWAL**

- 24.01 This agreement shall be in force from June 26, 2021 to June 25, 2025 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 expiration of the Agreement of its desire to bargain with a view to renewal, with or without modification of this Agreement or to the making of a new Agreement.
- 24.02 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 under the *Labour Relations Act*.

Dated at the City of Toronto this 23<sup>rd</sup> day of July, 2021

 Matthew Hamilton

 Karen Ford

 Howard McAnnis

 Nicole Cerchez

On behalf of the Union

On behalf of the Employer

Arnel Lindorgan





## **APPENDIX #I**

### **HARASSMENT PREVENTION POLICY**

#### **Preamble**

Mount Pleasant Group of Cemeteries (“MPGC”) is committed to providing a work environment where all employees are treated with dignity and respect and provided with equal opportunities. Each employee has the right to work in an environment that is free from the discrimination and harassment prohibited by law.

The Employer and the Union agree that, in accordance with the Ontario *Human Rights Code*, save and except legislated exemptions, there shall be no discrimination, interference, restraint or harassment or coercion exercised or practised by either of them, or by any of their representatives, with respect to any employee because of his/her age, disability, race, colour, place of origin, ethnic origin, citizenship, marital status, creed, nationality, sex or sexual orientation, gender identity and gender expression, on account of religious or political affiliations, or because of his/her membership or activities or lack of membership or activities, in the Union.

The Employer and the Union are committed to providing a harassment free workplace. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds enumerated above. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry,
- Practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment,
- Posting or circulation of offensive photos or visual materials,
- Refusal to work or converse with an employee because of their racial background or gender,
- unwanted physical conduct such as touching, patting, pinching, etc.
- Backlash or retaliation for lodging a complaint or participating in an investigation.

***HARASSMENT IS NOT:***

Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

**1.0 Policy Statements**

- 1.1 It is the policy of MPGC to provide a working environment that is free of discrimination and harassment.
- 1.2 MPGC and its supervisory staff must be aware of the Ontario *Human Rights Code* and ensure that employees under their supervision are informed of MPGC policy.
- 1.3 The Union and every employee, including management, is expected to respect the freedoms, rights and dignities of others and is re-

sponsible for refraining from initiating or being party to any behaviour or creating a workplace atmosphere that could constitute harassment or a poisoned environment.

- 1.4 Every employee having dealings with MPGC has the right to equal treatment and freedom from discrimination and harassment in relation to any one of the prohibited grounds.
- 1.5 All complaints of discrimination or harassment shall be taken seriously and shall be investigated in a prompt, confidential and impartial manner until such time as they are resolved or withdrawn.
- 1.6 In the case of substantiated complaints, corrective action up to and including dismissal shall be applied to the impugned employee.
- 1.7 Frivolous or malicious accusations are considered serious infractions and shall be dealt with accordingly up to and including dismissal.

## **2.0 Application of the Policy**

- 2.1 Fair and equitable treatment shall apply to all aspects of employment, including but not limited to: placement, training and development, promotion, compensation, benefits, termination and the work environment.
- 2.2 The workplace covers the offices, buildings, and physical work sites of MPGC. It also includes MPGC washrooms, cafeterias, locker rooms and vehicles and any other location in which employees conduct business. All means of communication are covered, including face-to-face encounters, letters, drawings, email transmissions, fax and telephones.

2.3 This policy applies to all fulltime, parttime and seasonal employees.

### 3.0 Resolution of Complaints

#### A. *Role of the employee:*

Employees should ensure that they behave in an acceptable manner at all times and actively work to discourage any offensive behaviour exhibited by others.

Employees who think they are being discriminated against or harassed should:

- **Tell the harasser** – The harasser should be told that the behaviour is unwelcome and against MPGC policy and that it should stop immediately. Keep a record. The employee should make a note about the incident, including when it happened, and who was present.
- **Tell the supervisor** – In some situations, objecting may be ignored. Employees should then bring any concerns to their own supervisor or the harasser's supervisor. The incident and its effects should be explained and a plan of action should be agreed upon, with a followup meeting scheduled.
- **Report the incident** – Where necessary the employee shall also inform a member of management, a union representative, and/or Human Resources, and may file a formal complaint to be dealt with under Article 4 of this policy.

Should a practice, policy or action of management result in discrimination, employees have a responsibility to report the situation to their supervisor or manager, a union representative

and/or Human Resources so that it may be addressed.

**B. *Role of Manager / Supervisor***

Managers and supervisors are responsible for providing a workplace free from discrimination and harassment and for intervening when problems occur. They shall be held responsible for their actions and for dealing with the actions of their staff.

The following are actions that can often prevent or resolve problem situations without a formal complaint and investigation:

- **Set a good example** – Supervisors should let their staff know that they take the issue of workplace human rights seriously by supporting this policy and not participating in or ignoring discrimination and harassment.
- **Approach employees if something is suspected** – Employees may be embarrassed and reluctant to approach their manager or supervisor. Symptoms of harassment or discrimination may include: reduced productivity, changes in behaviour, rumours, increased sick leave, increased resignations, or sudden changes in performance evaluations. Once the employee is aware of these changes, he or she may be more willing to discuss the problem.
- **Seek advice** – Consult with Human Resources if it is not clear that the employee's problem involves discrimination or harassment. A formal complaint may be needed if the complaint involves several incidents over a long period of time, situations that may not



be easily corrected, or behaviour that may require discipline.

- **Discuss the situation with the alleged harasser** – This person may be unaware that his or her behaviour is offensive. If the allegations are substantiated but continue to be denied, the discussion should be treated as a warning that inappropriate workplace behaviour shall not be tolerated.
- **Keep a record** – Supervisors should keep a personal record of all discussions with the complainant and alleged harasser, as well as their response to the situation.

### *C. Role of Human Resources*

Human Resources is responsible for coordinating the implementation and enforcement of this policy. Specifically, it is responsible for:

- educating all employees on the content and scope of the policy,
- providing advice to all employees on the prevention and resolution of discrimination and harassment,
- investigating formal complaints and attempting to resolve problem situations, and
- maintaining support documentation and material.

## **4.0 Investigation Process**

4.1 When informed of a complaint, Human Resources shall work to resolve the complaint as quickly as possible through one of two ways:

*An informal procedure which may include:*

- A meeting or discussion between the complainant and the respondent, if both parties

- feel comfortable with that approach and an immediate resolution can be agreed upon; or
- A meeting or discussion between the complainant and the respondent with a Human Resources representative present to mediate and facilitate the discussion and work towards a resolution. If either the complainant or the respondent requests, the Committeeperson or the Union's National Representative shall be present.

*A formal procedure:*

The complaint shall be reduced to writing with sufficient particulars and forwarded to Human Resources. Interviews shall be conducted with the complainant, the respondent and any witnesses if required to establish the factual circumstances for a complete investigation.

All information shall be received in strict confidence and documented in an investigation report which shall remain confidential, subject to any disclosure required or authorized by law and subject to management consultation with the Committeeperson or the Union's National Representative.

If the complaint remains unresolved, it shall be dealt with under the Grievance Procedure, commencing at the third step. In the event that the complaint is not resolved by the parties under the Grievance Procedure it may be referred to arbitration.

The pursuit of frivolous allegations through this policy has a detrimental effect on the spirit and intent for which this policy was developed and should be discouraged.

## **5.0 Consequences of Violating the Policy**

- 5.1 If it is determined that an employee has committed an act of discrimination and/or harassment, consequences can include education, counselling, verbal or written warnings, suspension or termination. Intentionally false complaints of discrimination or harassment are also serious infractions and may attract the same level of discipline.
- 5.2 In some cases, the working relationship between two or more employees may be damaged as result of an allegation of discrimination or harassment, whether it is substantiated or not. Counselling of these individuals may be appropriate in order to resolve any conflict. If counselling is unsuccessful, one or both individuals may be reassigned.

## **APPENDIX #2 OCCUPATIONAL HEALTH AND SAFETY**

1. Employees may invoke the right to refuse work they personally believe is likely to endanger themselves or another worker. The work refusal must be promptly reported to the employee's supervisor and the employee must ensure the supervisor is made aware that the refusal is for safety reasons. The supervisor shall record the time, place and reason for the employee's refusal.
2. The refusing employee shall stand by at a safe place and participate fully in the investigation of the alleged hazard. Other employees may be assigned to perform such work after having been advised, in the presence of an employee Committee member, health and safety representative or other Union selected representative having such experience, of the previous refusal and the reasons underlying it.
3. After notifying the appropriate Union representative, a thorough investigation shall be conducted by the Employer in the presence of the refusing employee and a employee Committee member, health and safety representative or other Union selected representative having such experience.
4. The supervisor shall document the findings and communicate the results to the refusing employee.
5. The refusing employee may only continue the work refusal if he/she has reasonable grounds to believe that the circumstances giving rise to the refusal continues to likely endanger safety. The Ministry of Labour Inspector shall be contacted to respond to the employee's concerns in the event the refusal continues.
6. No employees shall be disciplined for properly invoking their right to refuse and having acted in compliance with the *OHSA*.

**APPENDIX #3  
LETTERS OF AGREEMENT**

**LETTER OF UNDERSTANDING #1 –  
COLLECTIVE AGREEMENT PRINTING**

The text of both the Full time / Part time Collective Agreement and the Seasonal Collective Agreement shall be printed in a combined booklet, together with the appropriate appendices. The Collective Agreement booklets shall be printed and copies submitted to the Union within ninety (90) days of the date of mutual ratification. The parties shall share the costs of such printing.

**LETTER OF UNDERSTANDING #2 –  
JOINT BARGAINING**

The Employer agrees that, upon receipt of notices to bargain from each bargaining unit, it shall meet with the Union's negotiating committee to bargain the renewal of the collective agreements.

**LETTER OF UNDERSTANDING #3 –  
LETTERS OF UNDERSTANDING**

No letters of understanding shall be carried forward, save and except the letter pertaining to benefits of certain salaried employees converted to hourly bargaining unit employees.

**LETTER OF UNDERSTANDING #4 –  
HARASSMENT PREVENTION POLICY**

During the life of this Agreement, the Employer agrees not to remove the provision in the Harassment Prevention Policy relating to the grievance procedure.

**LETTER OF UNDERSTANDING #5 –  
LABOUR – MANAGEMENT COMMITTEE**

The parties will establish a Labour – Management Committee to meet on a quarterly basis to review and assess issues arising from the administration of the Collective Agreement.

**LETTER OF UNDERSTANDING #6 –  
HEALTH & SAFETY ADVISOR**

The Employer shall recognize a Health & Safety Advisor (“HSA”), appointed by the Union from the membership of the bargaining unit. The parties agree that the HSA can occupy an important role in the Internal Responsibility System (“IRS”) and must fulfill the responsibility of this position in a spirit of cooperation by emphasizing a problem solving approach and prioritizing important health and safety matters.

The HSA shall serve as one of the certified bargaining unit representatives on the Health and Safety Steering Committee established under Article 20 and act as an advisor to the property level Joint Health and Safety Committees.

The HSA’s role is to:

- (i) promote a policy of problem solving, internal responsibility, and a non-adversarial relationship in the workplace;
- (ii) work with the Joint Health and Safety Committees to improve problem solving techniques and effectiveness of the committees in maintaining a healthy work environment and compliance with OHSA;
- (iii) meet with the Employer, pursuant to Article 20.05, to discuss recommendations and approaches to improve existing health and safety policy and procedures, including training, inspections and audits; and
- (iv) where a property Joint Health and Safety Committee has been unable to resolve a matter, a member of the Committee may request that the HSA attend at the property to provide advisory services

Prior to exercising any of the foregoing functions, the HSA must secure permission from his/her Manager, or designate, and return to regular duties as soon as reasonably

possible. Permission for leave to exercise HSA functions will not be unreasonably denied. Time spent in the performance of HSA functions shall be deemed time at work and shall be paid in accordance with the terms of the Collective Agreement.

During the life of the Collective Agreement, the Employer shall accommodate a one time training opportunity for the HSA through the Workers' Health & Safety Centre. The time and reimbursement shall be limited to completion of the basic and construction components.

Pursuant to its role in reviewing and making recommendations with respect to integrated pest management practices which, the HSSC established under Article 20.04 of the Collective Agreement shall review compliance with the following:

- explore strategies to reduce pesticide usage
- refrain from storing pesticides on any cemetery property
- ensure pesticide applications are performed by licensed, professional contractors who understand Integrated Pest Management procedures
- restrict pesticide treatment primarily to infested areas
- grass cutting and turf mowing at approved heights
- mower blade sharpening scheduled at least once weekly
- over seed and top dress sparse and weakened turf areas
- aerate appropriate zones such as feature areas, offices and boulevards
- review new technologies/options as they become available

**LETTER OF UNDERSTANDING #7 –  
EXTRA HOURS OF WORK AGREEMENT**

WHEREAS the parties have an ongoing collective bargaining relationship;

AND WHEREAS the parties wish that employees may continue to work extra hours as contemplated in the collective agreement and which are allowed by the *Employment Standards Act, 2000* (ESA);

AND WHEREAS the ESA has been amended to require, as of March 1, 2005, the approval of the Director of Employment Standards to permit employees to work more than 48 hours in a week;

THEREFORE the parties agree that this Letter of Understanding amends the collective agreement in order to address these matters and it is considered to be part of, and subject to, the collective agreement:

1. This agreement shall continue to operate at all times that the collective agreement is in operation.
2. For the purposes of s. 17(1)(a) of the ESA, the regular work day consists of eight (8) hours per day.
3. In accordance with s. 17(2) of the ESA, the Union consents on behalf of its members, that extra hours may be worked on a voluntary basis for all hours worked beyond their regular work day to the maximum permissible by the ESA, subject to the overtime provisions in the collective agreement.
4. Also in accordance with s.17(2) of the ESA, the Union consents to employees working extra hours beyond forty-eight (48) hours in a work week to a maximum of sixty (60) hours, subject to the overtime provisions in the collective agreement.
5. It is understood that in exceptional circumstances, as defined in section 19 of the ESA, the Employer may require that employees work extra hours.

This agreement shall be revocable upon two weeks notice by either party.



**LETTER OF UNDERSTANDING #8 –  
OVERTIME AVERAGING AND TIME OFF IN LIEU  
AGREEMENT**

In accordance with section 22 of the *Employment Standards Act, 2000*, the parties agree as follows:

1. For the purposes of payment of overtime pay, employees' entitlement will be determined by averaging their hours of work over a period of two (2) weeks. The Employer will remit overtime pay if the average number of hours worked each week exceeds forty (40) hours.
2. Overtime pay will be remitted at a premium rate in accordance with Article 14.07 of the Collective Agreement. Daily overtime will continue to be remitted in accordance with Article 14.07.
3. This agreement will begin upon mutual signature hereto.

**LETTER OF UNDERSTANDING #9 –  
PESTICIDES**

During the 2008 round of negotiations, the parties spoke at length about Integrated Pest Management (IPM) and the use of chemical controls. Mount Pleasant Group confirmed to the Union it utilizes Integrated Pest Management as a comprehensive approach to pest (including weed) management within the limits of not being able to utilize irrigation and aeration throughout the cemeteries. IPM stresses the prevention of pest problems through design and maintenance practices, and uses a range of pest management techniques, including biological, cultural, and mechanical, with chemical controls as a last resort. Mount Pleasant group of Cemeteries have undertaken a strategy to eliminate the use of the most hazardous pesticides, to reduce the overall pesticide use and to commit to the union that it will take all reasonable steps to eliminate exposure hazards to employees.

Mount Pleasant will provide the union with quarterly reports in relation to chemical applications within its IPM, and such reports will include the name of the license contractor, name of chemicals used, and applicable MSDS sheet, the date and time of applications, property, description of infestation or reason application was made and the list of employees who were at work within 24 hours of the application.

**LETTER OF UNDERSTANDING #10**

Where a vacancy is not filled in accordance with 14.02 of the Full Time / Part Time Collective Agreement, the Employer may select, on a seniority basis, an immediately qualified employee from the Seasonal Bargaining Unit instead of proceeding with 14.05 of such agreement.

**LETTER OF UNDERSTANDING #11 –  
CONTRACTING OUT**

There shall be no contracting out of work normally performed by employees covered by this agreement which would result in laying off of such employees.

**LETTER OF UNDERSTANDING #12 –  
JOB POSTINGS**

The Employer shall post vacancies arising under the Full Time / Part Time agreement that arise during the off season on a website accessible to Seasonal employees.

**LETTER OF UNDERSTANDING #13 –  
WAIP CLAIMS ASSISTANCE**

The President, or designate, will be notified of an employee's name when such employee seeks assistance to facilitate the WAIP application process. The provision of assistance from a Committeeperson shall not occur on the Employer's time.

## APPENDIX #4 GROUP HEALTH & WELFARE

The Employer sponsored Group and Health & Welfare plan required under Article 16 of the Collective Agreement shall include the following specific benefits, subject to plan terms and conditions.

Definition / Benefit	“Hourly Class 5”	“Permanent Part time Hourly Class 6”	“Seasonal Class 8”
<b>BASIC LIFE INSURANCE</b>			
Benefit Schedule	\$100,000 Flat Amount	\$100,000 Flat Amount	No Coverage
Overall Maximum	—	—	
Non-evidence Maximum	—	—	
Reduction	None	None	
Coverage during total disability	Included	Included	
Conversion	Included — Apply with-in 31 days	Included — Apply with-in 31 days	
Termination	Age 70; Earlier Retirement	Age 70; Earlier Retirement	
<b>EMPLOYEE PAID OPTIONAL EMPLOYEE, SPOUSAL AND CHILD LIFE</b>			
Increments	\$10,000	\$10,000	No Coverage
Maximum	\$250,000	\$250,000	
Coverage during total disability	Automatic if EE’s Basic Life waived	Automatic if EE’s Basic Life waived	
Conversion	Included — Apply with-in 31 days	Included — Apply with-in 31 days	
Suicide Clause	1 year	1 year	
Termination	EE retires or reaches Age 65	EE retires or reaches Age 65	

Definition / Benefit	“Hourly Class 5”	“Permanent Part time Hourly Class 6”	“Seasonal Class 8”
Child maximum	\$15,000	\$15,000	
<b>ACCIDENTAL DEATH &amp; DISMEMBERMENT</b>			
Benefit schedule	\$100,000 Flat Amount	\$100,000 Flat Amount	
Termination	EE retires or reaches Age 65	EE retires or reaches Age 65	No Coverage
<b>SHORT TERM DISABILITY</b>			
Self insured benefit	sickness days per corporate sick leave policy	sickness days per corporate sick leave policy	No coverage
Insured Coverage			
Benefit schedule	66.67% of weekly earnings to a maximum of \$750.	66.67% of weekly earnings to a maximum of \$750.	
Benefit payment period	25 weeks	25 weeks	
Benefit Period	to age 70	to age 70	
Tax Status	Taxable	Taxable	
Termination	Age 70; Earlier Retirement	Age 70; Earlier Retirement	
<b>LONG TERM DISABILITY</b>			
Benefit Schedule	Group LTD	No coverage	No coverage
	70% of basic monthly earnings		

Definition / Benefit	“Hourly Class 5”	“Permanent Part time Hourly Class 6”	“Seasonal Class 8”
Overall Maximum	“Prior to January 1, 2022 — \$4,500 / month Effective January 1, 2022 — \$5,000/ month (increase applicable only to approved disabilities occurring after effective date)”		
Non-evidence Maximum	“Prior to January 1, 2022 — \$4,500 / month Effective January 1, 2022 — \$5,000/ month (increase applicable only to approved disabilities occurring after effective date)”		
Waiting Period	180 days		
Benefit Period	To age 65		
Definition of Disability	12 Month “Own Occupation”		
Pre-existing Clause	90 days / 1 year		
Offsets	Primary		
All Source Maximum	85%		
Partial	Included — maximum duration equal to “Own Occ.”		
Residual	No Coverage		

Definition / Benefit	“Hourly Class 5”	“Permanent Part time Hourly Class 6”	“Seasonal Class 8”
COLA	No Coverage		
Conversion	No Coverage		
Survivor Benefit	3 months		
Tax Status	Taxable		
Termination	Age 65; Earlier Retirement		
<b>HEALTH SPENDING ACCOUNT</b>			
Credits	Benefit Year (Jan.1 to Dec.31) Health Spending Account credit of \$300 at commencement of each benefit year; (monthly prorated amount for new hires)	Benefit Year (Jan.1 to Dec.31) Health Spending Account credit of \$220 at commencement of each benefit year; (monthly prorated amount for new hires)	Benefit Year (Jan.1 to Dec.31) Health Spending Account credit of \$150 at commencement of each benefit year; (monthly prorated amount for new hires)
Proof of Claims – Time Limit	90 days after the end of the benefit year allocated to the year incurred.	90 days after the end of the benefit year allocated to the year incurred.	90 days after the end of the benefit year allocated to the year incurred.
Unused plan Credits	Forfeited the year after the year credited (2 yrs)	Forfeited the year after the year credited (2 yrs)	Forfeited the year after the year credited (2 yrs)
Termination	Age 70, Earlier Retirement	Age 70, Earlier Retirement	The date the employee retires
<b>DENTAL CARE</b>			
Deductible	Nil	Nil	Nil

Definition / Benefit	“Hourly Class 5”	“Permanent Part time Hourly Class 6”	“Seasonal Class 8”
Basic & Preventative	100% Coinsurance	100% Co-insurance	80% Co-insurance
Endo & Perio	Included in Basic	Included in Basic	Included in Basic
Major Restorative	50% Co-insurance	50% Co-insurance	50% Co-insurance
Orthodontic (children only)	80% Co-insurance	80% Co-insurance	No Coverage
Maximums			
Basic & Preventative	\$2,500 / calendar year combined	\$2,500 / calendar year combined	“Prior to January 1, 2022 \$1,500 / calendar year; Effective January 1, 2022 \$2,000 / calendar year combined maximum with Major Restorative coverage (increase applicable only to approved claims occurring after effective date)”
Major Restorative	\$1,000 / calendar year	\$1,000 / calendar year	“Prior to January 1, 2022 \$1,500 / calendar year; Effective January 1, 2022 \$2,000 / calendar year combined maximum with Major Restorative coverage (increase applicable only to approved claims occurring after effective date)”

Definition / Benefit	“Hourly Class 5”	“Permanent Part time Hourly Class 6”	“Seasonal Class 8”
Orthodontic	\$3,000 / lifetime	\$3,000 / lifetime	No Coverage
P.D.A. Fee Schedule	Current Province of Residence	Current Province of Residence	Current Province of Residence
Recall Examination	1 / 6 months	1 / 6 months	1 / 9 months
Survivor Benefit	24 months — Premiums are waived	24 months — Premiums are waived	No Coverage
Termination	Last day of the month in which ee retires or turns 70	Last day of the month in which ee retires or turns 70	No longer active or covered by collective agreement
<b>HEALTH CARE</b>			
Maximum	Unlimited, except as noted under detail maximums	Unlimited, except as noted under detail maximums	\$1,500 / calendar year
Major Medical Deductible	\$10 / individual; \$20 / family	\$10 / individual; \$20 / family	Not Applicable — No Coverage
Major Medical Co-insurance	100%	100%	Not Applicable — No Coverage
Hospital Co-insurance	100%	100%	Not Applicable — No Coverage
Prescription Drugs	50% — Vitamin B6 and B12 injections; for the treatment of obesity only.	50% — Vitamin B6 and B12 injections; for the treatment of obesity only.	50% — Vitamin B6 and B12 injections; for the treatment of obesity only.
	100% — All other covered drugs	100% — All other covered drugs	80% — All other covered drugs
	All vaccines whether they require a prescription or not	All vaccines whether they require a prescription or not	All vaccines whether they require a prescription or not



Definition / Benefit	“Hourly Class 5”	“Permanent Part time Hourly Class 6”	“Seasonal Class 8”
			Over age 65 — no Coordination of Benefits coverage if partially covered under ODB
Generic substitution	Mandatory generic substitution except with prior authorization from the insurer for the brand name drug	Mandatory generic substitution except with prior authorization from the insurer for the brand name drug	Mandatory generic substitution except with prior authorization from the insurer for the brand name drug
Durolane injections	Durolane injections	Durolane injections	
M.D. Override	M.D. required to complete insurer’s Drug Exception Form (See generic substitution above)	M.D. required to complete insurer’s Drug Exception Form (See generic substitution above)	M.D. required to complete insurer’s Drug Exception Form (See generic substitution above)
Reimbursement Type	Pay Direct Drug Card	Pay Direct Drug Card	Pay Direct Drug Card
Dispensing Fee Maximum	\$8.00	\$8.00	\$8.00
Antiobesity Drugs	No Coverage except Vitamin B6 and B12 above	No Coverage except Vitamin B6 and B12 above	No Coverage except Vitamin B6 and B12 above
Smoking Cessation Products	\$600 / lifetime	\$600 / lifetime	\$600 / lifetime
Infertility / Fertility Drugs	\$2,400 / lifetime	\$2,400 / lifetime	\$2,400 / lifetime
Erectile Dysfunction Drugs	lifetime maximum \$2,400 for each person	lifetime maximum \$2,400 for each person	lifetime maximum \$2,400 for each person
Hospital	Semi-private — not subject to deductible	Semi-private — not subject to deductible	No Coverage

<b>Definition / Benefit</b>	<b>“Hourly Class 5”</b>	<b>“Permanent Part time Hourly Class 6”</b>	<b>“Seasonal Class 8”</b>
Convalescent Hospital	\$20/day; 120 days/incident	\$20/day; 120 days/incident	No Coverage
Chronic Care Facility	\$20 / day; 120 days / calendar year	\$20 / day; 120 days / calendar year	No Coverage
Nursing Home	\$20 / day; 120 days / calendar year	\$20 / day; 120 days / calendar year	No Coverage
Private Duty Nursing	\$10,000 / calendar year	\$10,000 / calendar year	No Coverage
Emergency Travel Assistance	Included	Included	No Coverage
Emergency Out of Province	\$1,000,000 / lifetime	\$1,000,000 / lifetime	No Coverage
Hospital	Semi-private	Semi-private	No Coverage
Referral Out of Province	\$50,000 / lifetime	\$50,000 / lifetime	No Coverage
Eye Exams	1 / 12 months — Children	1 / 12 months — Children	No Coverage
	1 / 24 months — Adults	1 / 24 months — Adults	
Vision Care	“Prior to January 1, 2022 -\$300 / 24 months — Adults / 12 months Children Effective January 1, 2022 -\$350 / 24 months — Adults / 12 months Children (increase applicable only to approved claims occurring after effective date)”	“Prior to January 1, 2022 -\$300 / 24 months — Adults / 12 months Children Effective January 1, 2022 -\$350 / 24 months — Adults / 12 months Children (increase applicable only to approved claims occurring after effective date)”	No Coverage
Accidental Dental Injury	Included — 12 month limit	Included — 12 month limit	No Coverage
Hearing Aids	\$300 / 4 calendar years	\$300 / 4 calendar years	No Coverage

<b>Definition / Benefit</b>	<b>“Hourly Class 5”</b>	<b>“Permanent Part time Hourly Class 6”</b>	<b>“Seasonal Class 8”</b>
Orthopedic Shoes (custom-fitted)	1 pair or 1 modification / calendar year	1 pair or 1 modification / calendar year	No Coverage
Orthotics	\$150 / calendar year	\$150 / calendar year	No Coverage
Myoelectric Appliances	80% co-insurance	80% co-insurance	No Coverage
Wigs	After chemotherapy, \$300 / benefit year	After chemotherapy, \$300 / benefit year	No Coverage
Paramedical Practitioners			
Maximum / Visit	Reasonable & Customary	Reasonable & Customary	No Coverage
Chiropractors	\$300 / benefit year including max. 1 x-ray	\$300 / benefit year including max. 1 x-ray	No Coverage
Podiatrist / Chiropracist *	\$300 / benefit year including max. 1 x-ray	\$300 / benefit year including max. 1 x-ray	No Coverage
Osteopaths*	\$300 / benefit year including max. 1 x-ray	\$300 / benefit year including max. 1 x-ray	No Coverage
Naturopath	\$300 / benefit year including max. 1 x-ray	\$300 / benefit year including max. 1 x-ray	No Coverage
Acupuncturists	\$300 / benefit year	\$300 / benefit year	No Coverage
Speech Therapist	\$300 / benefit year	\$300 / benefit year	No Coverage

<b>Definition / Benefit</b>	<b>“Hourly Class 5”</b>	<b>“Permanent Part time Hourly Class 6”</b>	<b>“Seasonal Class 8”</b>
Physiotherapist	“Prior to January 1, 2022 — \$1,000 / benefit year; Effective January 1, 2022 — \$2,000 / benefit year (increase applicable only to approved claims occurring after effective date)”	“Prior to January 1, 2022 — \$1,000 / benefit year; Effective January 1, 2022 — \$2,000 / benefit year (increase applicable only to approved claims occurring after effective date)”	No Coverage
Massage Therapists	\$300 / calendar year	\$300 / calendar year	No Coverage
Psychologists	\$300 / calendar year	\$300 / calendar year	No Coverage
Christian Science	\$300 / calendar year	\$300 / calendar year	No Coverage
* 1st visit coverage	No	No	No Coverage
Medical Cannabis	Effective January 1, 2022 — eligibility for medical cannabis in accordance with RBC plan / individual maximum of \$300	Effective January 1, 2022 — eligibility for medical cannabis in accordance with RBC plan / individual maximum of \$300	No Coverage
Survivor Benefit	24 months — Premiums are waived	24 months — Premiums are waived	No Coverage
Termination	Last day of the month in which ee retires or turns 70	Last day of the month in which ee retires or turns 70	No longer active or covered by collective agreement

# 2021

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