

# **COLLECTIVE AGREEMENT**

**Between**

**CIMETIÈRE DE L'ESPOIR / HOPE CEMETERY**

**And**

**UNIFOR**

**and its Local 6004**

**January 1, 2024 to December 31, 2026**

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## **ARTICLE 1 – PURPOSE**

- 1.01 The purpose of this Collective Agreement is to secure the full benefits of orderly collective bargaining, an amicable method of settling any difference or grievance which may arise between the parties, and to set forth the conditions of employment to be observed by the Employer and the Union.

It is the desire of both parties to cooperate in maintaining a satisfactory employment relationship and to provide for quality services to clients. The provision of quality of services requires employees of Hope Cemetery to deliver services in a way consistent with the philosophy, mandate, beliefs and aims, policies, reasonable procedures and practices of the organization, and the requirements of their job description.

1.02 Gender Neutral

The parties to this Agreement agree that wherever the masculine gender is used in this Agreement it shall be deemed to include the feminine and vice versa. Wherever the singular is used it shall be deemed to include the plural and vice versa.

- 1.03 Where the obligation is on the Employer or Union to meet a time limit, the expression “working day” in this Agreement excludes Saturdays, Sundays and Public Holidays as referenced in Article 18.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees of Cimetière de l’Espoir/Hope Cemetery working in and out of 4660 Bank Street in the City of Ottawa, save and except Supervisors, persons above the rank of Supervisor, Controller and Human Resources.

- 2.02 No employee shall be required or permitted to make any verbal or written agreement with the Employer or its representatives which may conflict with the provisions of this Agreement.

## **ARTICLE 3 – UNION SECURITY**

- 3.01 All employees covered by the terms of this Collective Agreement and new employees who enter the Employer’s service shall, as a condition of continued employment, become a member of the Union on their date of hire and shall remain members for the duration of this Agreement.

- 3.02 Union dues are payable from the first full pay received by the employee following the date of hire.
- 3.03 The Employer agrees to deduct an equivalent amount of regular monthly union dues including, where applicable, initiation fees and assessments, from the wages of each employee covered by this Agreement. The Union agrees to indemnify and save the Employer harmless against any and all claims or other forms of liability that may arise out of, or by reason of deductions made or payments made in accordance with this Article.
- 3.04 Deductions shall be made on a bi-weekly basis from the payroll and shall be forwarded, once a month, to the Local Union Financial Secretary not later than the fifteenth (15<sup>th</sup>) day of the month following, accompanied by a list of the names and addresses of all the employees from whose wages the deductions have been made and the amount of dues deducted.
- 3.05 Union dues shall be deducted from all regular earnings including vacation pay, holiday pay, jury duty pay, and bereavement pay according to the constitution and/or regulations of the Union. The Employer, when preparing T-4 slips for the employees, will enter the amount of union dues paid by the employee during the previous year.
- 3.06 The Financial Secretary of the Local Union will notify the Employer of any change in the amount of union dues and/or initiation fee to be deducted in line with constitutional requirements of the National Union.
- 3.07 The Employer agrees to acquaint new employees with the fact that a Union collective agreement is in effect.

A Union representative will have the right to meet a new employee during their regular hours of work without loss of regular earnings for up to fifteen (15) minutes during their first month of employment.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01 The Union recognizes and acknowledges that the management of the operations and the direction of the working forces are fixed exclusively with the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right and function of the Employer to:
- (a) maintain order and efficiency;
  - (b) hire, layoff and recall, classify, direct, transfer, assign, promote, suspend,

demote, discharge or otherwise discipline any employee, provided that a claim by an employee who has completed their probationary period that they have been disciplined without just cause may be the subject of a grievance in the manner and to the extent hereinafter provided;

- (c) make, alter and enforce rules and regulations to be observed by employees; and
- (d) determine, in the interest of efficient operation and highest standards of service, the extent and location of operations, the number of personnel to be employed, the quality of service and processes, methods, and procedures to be employed, the hours of work, the schedules of work and production, standards of performance, the selection, procurement and control of supplies, material, and products, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified in this Agreement.

4.02 It is understood and agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

#### **ARTICLE 5 – STRIKES AND LOCKOUTS**

5.01 The Union agrees that during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout.

5.02 The terms “strike” and “lockout” as used in Section 5.01 above shall be as defined by the *Ontario Labour Relations Act, 1995*, as amended from time to time.

#### **ARTICLE 6 – REPRESENTATION**

##### **6.01 Union Activity on Premises**

The Union agrees that neither it, nor its officers, agents, representatives, and members will engage in the solicitation of members, holding of meetings or any other Union activities on the Employer’s premises or the Employer’s time without the prior approval of the Employer, except as specifically provided for in this Agreement.

6.02 The Employer will recognize two (2) Union Stewards (one working as an Inside Worker and the other as an Outside Worker) from the bargaining unit as selected by the Union. One (1) of the Union Stewards shall be named the Chief Steward by the Union.

The Union Stewards may at any time call upon the services of a National representative of the Union to assist them. With written prior notice to the Employer, a National representative of the Union will be granted access to the Employer's premises providing such access does not disrupt the Employer's operations.

The Union acknowledges that the Union Stewards must continue to perform their regular duties, and that all activities of the Union Stewards will be carried on outside of their regular working hours, unless mutually arranged with the Employer.

#### 6.03 Labour Management Committee

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour Management Committee meeting during the term of this Agreement, the following shall apply.

A Labour Management Committee shall be established consisting of two (2) Union representatives (including the Local President or their designate) and two (2) representatives of the Employer. The Committee shall meet only where the parties agree there is a need to meet and at a time that is mutually convenient to the Employer and the Union. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed at least one (1) week in advance of the meeting. This Committee shall not have the jurisdiction to negotiate the provisions of the Collective Agreement nor to settle grievances and shall not supersede the activities of any other committee of the Employer or the Union.

Any representative(s) attending such meeting during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

#### 6.04 Negotiation Committee

The Employer agrees to recognize a Negotiating Committee composed of not more than one (1) member of the bargaining unit. The Union shall keep the Employer notified in writing of the name of the member of its Negotiating Committee. Any time spent by such member of the Negotiating Committee in direct bargaining with the Employer during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance up to and excluding conciliation.

6.05 Grievance Committee

The Employer agrees to recognize a Grievance Committee composed of the Chief Steward and not more than one (1) employee selected by the Union. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement. Committee members shall suffer no loss of earnings for time spent during their regularly scheduled working hours in attending meetings with the Employer, up to but not including mediation and/or arbitration.

6.06 All committee members and Union Stewards must have completed their probationary period.

6.07 For the purpose of this Article, the name and position of each of the committee members and Union Stewards shall be given to the Employer in writing and the Employer shall not be required to recognize any such committee members or Union Stewards until it has been notified.

**ARTICLE 7 – GRIEVANCE PROCEDURE**

7.01 The parties agree that it is of the utmost importance to resolve complaints and grievances as quickly as possible. A "grievance" means any difference between any employee, or employees, and the Employer or between the Union and the Employer concerning the application, interpretation, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

7.02 Complaint Stage

It is understood and agreed that an employee does not have a complaint or grievance until the matter is first discussed with the employee's immediate supervisor or their designate. Any complaint shall be discussed with the employee's immediate supervisor within fifteen (15) working days after the circumstances giving rise to the complaint have occurred or ought reasonably to have come to the attention of the employee.

7.03 If, after registering the complaint with the immediate supervisor or their designate and such complaint is not settled within ten (10) working days, then the following steps of the Grievance Procedure may be invoked:

Step One

The grievance shall be submitted in writing by the Union to the Director or their designate. The grievance shall be signed by the employee and the Union and

shall contain the name of the employee(s), the nature of the grievance, the particular provision(s) in this Agreement alleged to have been violated and the relief sought. Within ten (10) working days of receiving the grievance, the Director or their designate shall meet with the employee and either a Grievance Committee member or a Local Union Representative. In the absence of a settlement of the grievance at said meeting, the Director or their designate shall reply to the grievance, in writing, within ten (10) working days thereafter, giving their decision and the reason(s) for their decision.

### Step Two

If the matter is not settled at Step One, within ten (10) working days after the written decision from the Director or their designate has been provided to the Union, either party may refer the grievance in writing to arbitration as set out in Article 8.

- 7.04 The Union or the Employer shall have the right to initiate a policy grievance or a grievance of a general nature, beginning at Step One of the Grievance Procedure, within fifteen (15) working days of the circumstances giving rise to the complaint or grievance. All provisions of the Grievance and Arbitration Procedures shall apply to such grievances.
- 7.05 Where two (2) or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a Group Grievance and presented to the Employer beginning at Step One of the Grievance Procedure within fifteen (15) working days of the circumstances giving rise to the complaint or grievance. All provisions of the Grievance and Arbitration Procedures shall apply to such grievances.
- 7.06 The time limits set out in both the Grievance and Arbitration Procedures herein are mandatory and may only be extended by mutual written agreement between the Employer and the Union. Failure to grieve within the time limits agreed upon shall result in the complaint or grievance being deemed to be abandoned or settled. Subsection 48 (16) of the Ontario *Labour Relations Act, 1995*, as amended from time to time, does not apply.
- 7.07 No matter may be submitted to arbitration which has not been properly carried through all the required steps of the Grievance Procedure.



## 7.08 Discipline

- (a) The Union acknowledges that probationary employees may be disciplined and discharged at the sole discretion of the Employer at any time during the probationary period and such actions may not be grieved.
- (b) All discipline and discharge grievances shall be commenced at Step One of the Grievance Procedure within ten (10) working days of the occurrence of the facts which give rise to the grievance.
- (c) When an employee is suspended or discharged, the employee shall be given the reason(s) in the presence of their Union Representative if the Union Representative is immediately available or alternatively in the presence of another bargaining unit member as selected by the employee. When an employee waives the right to Union Representation at the meeting, the employee will complete and sign a waiver and copy of the waiver will be provided to the designated Union Representative.
- (d) Any discipline imposed against an employee shall be removed from an employee's file twenty-eight (28) months following its imposition provided the employee's record has remained discipline free during that period. This period will automatically be extended by the length of any period of leave of absence or sick leave in excess of ten (10) calendar days.

7.09 All agreements reached under the Grievance Procedure between the representatives of the Employer, the representatives of the Union and the grievor(s) will be final and binding upon the Employer and the Union and the employee(s).

## **ARTICLE 8 – ARBITRATION**

8.01 When either party to this Agreement requests that a grievance be submitted for arbitration, they shall make such request in writing addressed to the other party to this Agreement within ten (10) working days of the decision in Step One being communicated.

8.02 The party referring the matter to arbitration shall provide the other party the names of suggested arbitrators to act as sole arbitrator to hear and determine the matter. The party receiving the notice may also submit an alternate list of arbitrators. If there is no agreement to an arbitrator within thirty (30) working days of the submission to arbitration, the party advancing the grievance may request that an arbitrator be appointed by the Ministry of Labour.

- 8.03 The parties shall equally bear the expenses of the arbitrator. Each party shall bear its own expenses with respect to any arbitration proceedings.
- 8.04 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify or amend any part of this Agreement.
- 8.05 The Arbitrator shall hear and determine the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or employees affected by it.

## **ARTICLE 9 – SENIORITY**

### 9.01 Status of Employees

- (a) Seasonal employee: An employee hired to work only for the period from May to November. The termination of employment or dismissal of a seasonal employee shall not be the subject of the Grievance or Arbitration Procedures.
- (b) Temporary employee: An employee hired for a specific period to replace an employee on an approved leave of absence or to accomplish specific work of a non-recurring nature. The termination of employment or dismissal of a temporary employee shall not be the subject of the Grievance or Arbitration Procedures.
- (c) Permanent full-time employee: An employee who is regularly scheduled to work at least thirty-seven and half (37.5) hours on a weekly basis if working in the office (Inside Worker) and an employee who is regularly scheduled to work at least forty (40) hours on weekly basis if working outside (Outside Worker).
- (d) Part-time employee: An employee who is regularly scheduled to work less hours than full-time hours.

#### Note:

*Inside Worker (or Inside Workers): is an employee who works primarily in the Employer's office performing administrative or office duties.*

*Outside Worker (or Outside Workers): is an employee who works primarily outside of the Employer's office and/or performs maintenance activities.*

## 9.02 Probationary Period

An employee shall not have any seniority and shall be considered as a probationary employee until they have worked for the Employer for a period of three (3) months if full-time, or five hundred and twenty (520) hours worked, exclusive of any overtime hours, for part-time, seasonal, and temporary employees. This period will automatically be extended by the length of any period of leave of absence or sick leave in excess of ten (10) calendar days. Until a probationary employee attains seniority status, their name shall not appear on any seniority list. Upon completion of the probationary period, the employee's name shall be added to the seniority list dating from the last date of hire.

The release or discharge of an employee during the probationary period shall be at the sole discretion of the Employer and shall not be the subject of a grievance or arbitration.

## 9.03 Seniority Defined

Permanent full-time employees will accumulate seniority based on their continuous service in the bargaining unit from the last date of hire.

For part-time employees, including seasonal and temporary employees, seniority will be calculated based on hours worked from last date of hire, with two thousand and eighty (2080) hours worked for Outside Workers, and one thousand nine hundred and fifty (1950) hours worked for Inside Workers representing one (1) year of service. A part-time employee, including seasonal and temporary employees, shall not accumulate in excess of one (1) year of seniority in any calendar year.

Except as otherwise provided in this Agreement, seniority shall operate on a bargaining unit-wide basis.

9.04 The Employer shall maintain a seniority list for all employees. A copy of this seniority list will be supplied to the Union twice (2) a year and will be posted on an office display board accessible to employees for employees' inspection. Within thirty (30) calendar days of the seniority list being posted, any employee who believes that the seniority list is incorrect must inform the Employer in writing of the error. If there are no objections to the accuracy of the list raised within thirty (30) calendar days then the seniority list will be deemed to be correct.

- 9.05 An employee shall lose their seniority and will be deemed to be terminated in the event that the employee:
- (a) resigns or retires.
  - (b) is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement.
  - (c) has been laid off for a period longer than twelve (12) months.
  - (d) has been laid off and fails to return to work within three (3) calendar days after being notified to do so by the Employer by registered mail to their last known address. It is the responsibility of the employee to keep the Employer informed of their current address.
  - (e) is absent from work in excess of three (3) or more consecutive working days without notifying the Employer or providing the Employer with a satisfactory reason for the absence.
  - (f) fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than that for which the leave was granted.
  - (g) is absent due to illness or disability or Workplace Safety and Insurance benefits for a period of twenty-four (24) months. This provision shall be interpreted in accordance with the Ontario *Human Rights Code*.

## **ARTICLE 10 – JOB POSTING**

- 10.01 If the Employer determines there to be a vacancy that it intends to fill in the bargaining unit, the Employer will post notice of the vacancy for a period of seven (7) calendar days. The job posting notice will outline the nature of the position, required education, qualifications and wage rate, instructions for submitting applications, and the closing date. The information contained in the job posting notice is for informational purposes only.
- 10.02 In the matters of promotion and filling vacancies, employees shall be selected for positions on the basis of their skills, ability, experience and relevant qualifications. Where these factors are relatively equal, seniority shall be the governing factor.
- 10.03 The name of the successful candidate will be posted within ten (10) working days.

#### 10.04 Trial Period

The successful applicant shall be allowed a trial period of up to thirty (30) calendar days, during which the Employer will determine if the employee can satisfactorily perform the job. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employer considers the employee to be unable to perform the duties of the position, the employee shall be returned to their former position without loss of seniority and at the wage or salary rate of their former position. Any other employee promoted or transferred as a result of the trial period appointment shall also be returned to their former position without loss of seniority and at the wage or salary rate of their former position. The successful applicant shall also have the right during the thirty (30) calendar day trial period to return to their former position without loss of seniority and at the wage or salary rate of their former position.

It is understood that the trial period only applies to employees who have assumed a new position in a different classification.

- 10.05 Vacancies which are not expected to exceed twelve (12) months (including vacancies due to illness, accident, leaves of absence) shall be filled at the Employer's sole discretion.

### **ARTICLE 11 – HOURS OF WORK**

- 11.01 The following provisions are intended to define normal hours of work and shall not be construed as a guarantee of work per day or week or days of work per week.

#### Regular Hours

- 11.02 The following shall apply to all Inside Workers.
- (a) The normal working hours for permanent full-time employees shall be seven and a half (7.5) hours per day, exclusive of a thirty (30) minute unpaid meal period at a time designated by the Employer, and thirty-seven and a half (37.5) hours per week.
  - (b) The normal daily work hours will be 8:00 a.m. to 4:00 p.m., or 9:00 a.m. to 5:00 p.m.
  - (c) It is understood that the meal period may not be accumulated or transferred to other days and may not be used to add to the time of arrival or departure.

- (d) In accordance with the operational needs of the Employer, employees may be required to work on Saturday between 8:00 a.m. and 3:00 p.m.
- (e) Employees, who at the request of the Employer, are required to work on Saturdays will be paid at the rate of time and a half (1.5) before 12 p.m. and double (2) time after 12 p.m. They will be called by seniority provided they have the required skills, abilities and certifications as determined by the Employer.

11.03 The following shall apply to all Outside Workers.

- (a) The normal working hours for permanent full-time employees shall be eight (8) hours per day, exclusive of a thirty (30) minute unpaid meal period at a time designated by the Employer, and forty (40) hours per week, Monday to Friday inclusive.
- (b) The normal daily work hours will be 6:30 a.m. to 3:00 p.m. or 7:30 am to 4:00 pm.
- (c) It is understood that the meal period may not be accumulated or transferred to other days and may not be used to add to the time of arrival or departure.
- (d) In accordance with the operational needs of the Employer, the Saturday shift is from 8:00 a.m. to 3:00 p.m.
- (e) Employees, who at the request of the Employer, are required to work on Saturdays will be paid at the rate of time and a half (1.5) before 12 p.m. and double (2) time after 12 p.m. They will be called by seniority provided they have the required skills, abilities and certifications as determined by the Employer.

11.04 Rest Periods

All employees are entitled to two (2) paid rest periods of fifteen (15) minutes. One of the rest periods will be before the meal period and one after the meal period. Rest periods will be scheduled by the Employer.

11.05 A suitable place for rest and meal periods, as determined by the Employer, will be made available to employees.

11.06 Employees reporting to work as scheduled or who have been called back to work by the Employer after leaving the premises, will be paid for all hours worked with a minimum of three (3) hours at their regular straight time hourly rate of pay.

## **ARTICLE 12 – OVERTIME**

### 12.01

- (a) The following clause shall apply to Inside Workers. Any period of time worked by an employee in excess of thirty-seven and half (37.5) hours per week shall be paid at the rate of time and a half (1 ½) the employee's regular straight time hourly rate of pay.
- (b) The following clause shall apply to Outside Workers. Any period of time worked by an employee in excess of forty (40) hours per week shall be paid at the rate of time and a half (1 ½) the employee's regular straight time hourly rate of pay.

12.02 It is necessary to obtain explicit written authorization from the supervisor for an employee to work overtime, except in the event of an emergency.

12.03 Notwithstanding the above provisions, permanent full-time employees may choose to bank their overtime on the basis of one and a half (1.5) hours for each hour of overtime worked. The maximum number of overtime hours that may be banked shall not exceed, at any time, one hundred and twenty (120) hours. Any accrued and unused banked overtime shall be paid to a permanent full-time employee at the rate it was earned on December 31<sup>st</sup> of each accrual year.

12.04 A permanent full-time employee wishing to take time off from their accumulated overtime hours must make a written request forty-eight (48) hours in advance to the Employer. This leave time must be approved by the Employer. This approval of time will not be denied or withheld without justification.

12.05 Overtime premium will not be duplicated for the same hours worked nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement.

## **ARTICLE 13 – LAYOFF AND RECALL**

13.01 The parties agree that this Article shall be governed by the Ontario *Employment Standards Act, 2000*, as amended from time to time. In the event of a permanent layoff, the Employer shall give each employee notice of permanent layoff along with any other applicable minimum entitlements as required by and in accordance with the Ontario *Employment Standards Act, 2000*, as amended from time to time.

13.02 The Union will be informed in the event of a permanent layoff of bargaining unit members.

### 13.03 Layoff Procedure

- (a) In the event of a layoff, the Employer shall lay off employees, in reverse order of seniority within their classification, provided that there remains on the job employees who have the skills, ability and qualifications required to perform the work.
- (b) An employee who is subject to layoff shall have the right to either:
  - i. accept the layoff and be placed on the recall list; or
  - ii. resign.

### 13.04 Recall after Layoff

- (a) An employee shall have the opportunity of recall from a layoff to an available opening in their classification in order of seniority, provided the employee has the skills, ability, and qualifications to perform the work. Permanent full-time employees who decline a temporary recalled position will continue to retain their recall rights.
- (b) An employee who is laid off shall retain recall rights for a period of twelve (12) months from the date of layoff.

## **ARTICLE 14 – LEAVES OF ABSENCE**

### 14.01 Bereavement Leave

An employee shall be granted bereavement leave of up to five (5) consecutive calendar days without loss of pay for scheduled shifts occurring during the five (5) days in the event of the death of the employee's spouse (including common law and same-sex partner), child, parent, brother, sister, mother/father-in-law, son/daughter-in-law, grandparent, or grandchild. The employee must use one (1) of the days for the purpose of attending the funeral or other equivalent ceremony.

An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which the employee is receiving payments for vacation pay or sick leave.

Where it is necessary because of distance, the employee may be provided additional unpaid leave at the Employer's discretion.



#### 14.02 Union Education/Convention Leave

Employees who have been elected by the Union to attend Union conventions or conferences may be granted a leave of absence without pay by the Employer to a maximum of five (5) working days per calendar year for all employees combined, provided such leave does not unduly interfere with the Employer's operations. The Union will notify the Employer in writing, as early as possible but at least four (4) weeks prior to the start of the leave, of the names of the members requiring leave. Employees granted leave under this provision will be limited to a total of one (1) employee at any one time. The Employer agrees to continue to pay any employee attending Union conventions or conferences and the Union shall reimburse the Employer for the amount of such wages and all applicable benefits within fifteen (15) calendar days of receipt of the monthly statement.

#### 14.03 Personal Leave of Absence without Pay

- (a) An employee may be granted an unpaid leave of absence at the sole discretion of the Employer. Requests for a leave of absence will be submitted at least thirty (30) days prior to the start date of the requested leave.
- (b) An employee may be granted an unpaid leave of absence at the sole discretion of the Employer for professional development.
- (c) An employee shall, if applicable, maintain but not accumulate service, seniority, sick leave credits, vacation credits, and may choose to assume payment of all premiums relating to the extended benefit package or terminate benefit coverage for the duration of their leave.
- (d) The Employer will respond to all requests for such leave in writing.

#### 14.04 Pregnancy and Parental Leave

Pregnancy and parental leave will be granted in accordance with the Ontario *Employment Standards Act, 2000*, as amended from time to time.

#### 14.05 Family Medical Leave

Permanent full-time and seasonal employees may use their accumulated sick leave credits in the event of illness of a spouse, common-law partner, child or dependant or for other emergencies at their residence.

Family Medical Leave will be granted in accordance with the Ontario *Employment Standards Act, 2000*, as amended from time to time.

## **ARTICLE 15 – TRANSPORTATION ALLOWANCE**

- 15.01 An employee who is required by the Employer to use their personal vehicle in the performance of their regular duties, other than normal transportation to and from work, shall be reimbursed by the Employer at the rate of fifty-seven point five cents (57.5¢) per kilometre travelled. The Employer will also reimburse any required parking expenses incurred upon the provision of a receipt(s) satisfactory to the Employer.
- 15.02 Any employee who is required to accrue expenses for meals while performing their regular duties, other than scheduled lunch/break times, shall be reimbursed by the Employer for such expenses up to the following amounts, conditional upon provision of a receipt satisfactory to the Employer:
- (a) Breakfast     \$17.15
  - (b) Lunch             \$18.05
  - (c) Dinner            \$45.95

## **ARTICLE 16 – JURY AND WITNESS DUTY**

- 16.01 The Employer shall grant an unpaid leave of absence without loss of seniority to an employee who serves as a juror or receives a subpoena to be a witness in a court proceeding. The employee shall provide the Employer a copy of their subpoena or a court approved notice to participate as a juror.

Leave under this provision does not apply to personal matters where the employee is a party to litigation or is a witness to such personal matter.

## **ARTICLE 17 – VACATION**

- 17.01 Permanent full-time employees will accrue vacation time and vacation pay according to their recognized service date prior to the start of the vacation period (January 1 to December 31). Employees will be entitled to the following:

A permanent full-time employee with less than one (1) year of continuous service, will accumulate vacation at the rate of one (1) day for each month worked up to a maximum of ten (10) days. Vacation pay shall accumulate on the basis of four percent (4%) of gross wages earned during the accrual period.

A permanent full-time employee who has one (1) year of continuous service, will accumulate vacation at the rate of one point two five (1.25) days for each month worked up to a maximum of fifteen (15) days. Vacation pay shall accumulate on the basis of six percent (6%) of gross wages earned during the accrual period.

A permanent full-time employee who has eight (8) years of continuous service, will accumulate vacation at the rate of one point six seven (1.67) days for each month worked up to a maximum of twenty (20) days. Vacation pay shall accumulate on the basis of eight percent (8%) of gross wages earned during the accrual period.

A permanent full-time employee who has fifteen (15) years of continuous service, will accumulate vacation at the rate of two point zero eight (2.08) days for each month worked up to a maximum of twenty-five (25) days. Vacation pay shall accumulate on the basis of ten percent (10%) of gross wages earned during the accrual period.

A permanent full-time employee who has twenty (20) years of continuous service, will accumulate vacation at the rate of two point five (2.5) days for each month worked up to a maximum of thirty (30) days. Vacation pay shall accumulate on the basis of twelve percent (12%) of gross wages earned during the accrual period.

17.02 Seasonal employees will accrue vacation pay according to their recognized service date prior to the start of the vacation period (January 1 to December 31). Seasonal employees will be entitled to the following:

A seasonal employee with less than one (1) year of continuous service, will accumulate vacation pay on the basis of four percent (4%) of gross wages earned during the accrual period.

A seasonal employee who has one (1) year of continuous service, will accumulate vacation pay on the basis of four percent (4%) of gross wages earned during the accrual period.

A seasonal employee who has five (5) years of continuous service, will accumulate vacation pay on the basis of six percent (6%) of gross wages earned during the accrual period.

A seasonal employee who has ten (10) years of continuous service, will accumulate vacation pay on the basis of eight percent (8%) of gross wages earned during the accrual period.

A seasonal employee who has eighteen (18) years of continuous service, will accumulate vacation pay on the basis of ten percent (10%) of gross wages earned during the accrual period.

A seasonal employee who has twenty-five (25) years of continuous service, will accumulate vacation pay on the basis of twelve percent (12%) of gross wages earned during the accrual period.

17.03 Part-time and temporary employees accrue vacation time and pay in accordance with the Ontario *Employment Standards Act, 2000*, as amended from time to time.

17.04 Employees shall not be entitled to take vacation time before it has been accrued. Vacation pay shall be paid out each pay period.

An employee's vacation entitlement will not be carried over to the following vacation year.

17.05 Any accrued and unused vacation credits shall be paid out to an employee on termination of their employment on the next scheduled pay period following the termination.

17.06 An employee who is laid off shall not be entitled to accrue vacation during the period of layoff.

17.07 If a permanent full-time employee or a seasonal employee is hospitalized during their vacation, the vacation days when the employee was hospitalized will be converted to sick leave days, to the extent of the employee's accumulated sick leave credits. The vacation days so converted will be added at the end of the vacation period.

## **ARTICLE 18 – STATUTORY HOLIDAYS**

18.01 Employees will be entitled to the following paid holidays, in accordance with the qualifying terms and conditions as set out in the Ontario *Employment Standards Act, 2000*, as amended from time to time:

New Year's Day

The day after New Year's Day

Family Day

Good Friday

Easter Monday

Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

One half (1/2) day on the last working day preceding Christmas Day.  
One half (1/2) day on the last working day preceding New Year's Day.

In order to qualify for a paid holiday, an employee must work their full scheduled shift on each of the working days immediately preceding and following the holiday unless the employee has reasonable cause not to do so.

- 18.02 Where any of the above holidays fall on a Saturday or Sunday and is not officially celebrated on another day, the Friday preceding, or the Monday following shall be considered as the day off for the purposes of this Agreement.
- 18.03 Employees who are on vacation during one of the aforementioned statutory holidays will have the following options:
- (a) be paid their regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday; or
  - (b) have the day added to their vacation bank to be taken at a date mutually agreed upon by the parties.

Where such holiday(s) has not been taken by the employee on or before December 31st, it shall be paid out to the employee at the rate of pay at which the holiday was earned.

## **ARTICLE 19 – FIRST AID AND CPR TRAINING**

- 19.01 The Employer will provide First Aid and CPR training to one (1) Outside Worker and one (1) Inside Worker.

## **ARTICLE 20 – PROFESSIONAL DEVELOPMENT**

20.01 The Employer reserves the right to require employees to take training courses during working hours to enhance the performance of their duties or to gain new skills related to their work for the Employer.

## **ARTICLE 21 – SICK LEAVE**

(This Article applies to permanent full-time employees only who have successfully completed their probationary period)

21.01 Sick leave is the period of time during which an employee is allowed to leave work with full pay because of a personal illness.

21.02

(A) Upon successful completion of their probation period, a permanent full-time employee shall accumulate one and a half (1.5) days of paid sick leave for each month worked, up to a maximum of eighteen (18) days of paid sick leave per calendar year.

Notwithstanding the foregoing, the employee must work ten (10) days in one (1) month to qualify for the monthly sickness leave.

*Note: A permanent full-time employee hired after January 1, 2021, and who has successfully completed his probation period, shall accumulate one (1) day of paid sick leave for each month worked, up to a maximum of twelve (12) days of paid sick leave per calendar year. Notwithstanding the foregoing, the employee must work ten (10) days in one (1) month to qualify for the monthly sickness leave.*

At the end of each calendar year, the Employer shall pay the employee half of the value of the accumulated and unused sick leave credits and the other half shall be maintained in their sick leave bank, to a maximum of one hundred and twenty (120) total banked sick days at any given time for Outside Workers and to a maximum of one hundred and twenty (120) total banked sick days at any given time for Inside Workers. Any additional unused sick days will be forfeited.

(B) Seasonal employees

A seasonal employee working outside shall accumulate one (1) day of paid sick leave for each month worked to a maximum of twelve (12) sick days per calendar year.

The Employer shall pay seasonal employees half the value of their accrued and unused sick leave credits on December 31<sup>st</sup> or when the employee's employment is terminated for any reason.

- (C) Subject to paragraphs 21.02 (A) and (B), accrued and unused sick leave credits may not be transferred from one calendar year to another and shall not be redeemable at the end of the year, on retirement, on voluntary departure/resignation or on termination of employment for any reason.

#### 21.03 Proof of Illness

In the case of an illness resulting in an absence of more than three (3) working days, the Employer reserves the right to request a medical certificate satisfactory to the Employer for any absence(s) due to illness or injury.

Notwithstanding the above, where an employee's use of sick leave shows a pattern of absenteeism, or where abuse is suspected, the Employer reserves the right to request a medical certificate satisfactory to the Employer for absences of less than three (3) working days.

#### 21.04 Notification of Illness

Employees must notify their immediate supervisor or their designate directly, where possible, at least four (4) hours prior to the commencement of their scheduled shift in order to advise of any illness or injury that prevents them from working. The employee shall provide a telephone number where he can be reached during the period of absence.

- 21.05 Where a permanent full-time employee takes a leave without pay for any reason (including but not limited to illness or pregnancy or parental leave) or is laid off and subsequently reinstated in their position, they shall not be entitled to accrue sick leave credits for the duration of such absence, but they shall nevertheless retain any accrued and unused sick leave credits in their bank at the time of their leave or layoff.

- 21.06 An unpaid sick leave of up to thirty (30) days will be granted to a permanent full-time employee who no longer has paid sick leave credits or to any permanent full-time employee who is unable to return to their position at the end of the period for which a paid sick leave was granted to them.

- 21.07 The Employer shall keep a record of all accrued and unused sick leave credits. An employee may request a written confirmation from the Employer of their accrued and unused sick leave credits.

## **ARTICLE 22 – GROUP BENEFITS**

### **22.01 Eligibility**

The Employer will contract with an insurance carrier to provide health and welfare benefits. Permanent full-time employees who have successfully completed their probationary period shall be eligible to participate in the Plan in accordance with the governing rules and regulations of the plans of the insurance carrier as amended from time to time.

### **22.02 Extended Health Care**

The Employer will pay one hundred percent (100%) of the billed premiums for the provision of an extended health care plan for eligible employees, which plan shall include vision care.

### **22.03 Dental Plan**

The Employer shall pay fifty percent (50%) of billed premiums for the provision of a dental plan for eligible employees. Eligible employees shall pay the other fifty percent (50%) of billed premiums through payroll deduction.

### **22.04 Long-Term Disability Plan**

The Employer shall pay fifty percent (50%) of billed premiums for the provision of a long-term disability plan for eligible employees. Eligible employees shall pay the other fifty percent (50%) of billed premiums through payroll deduction.

### **22.05 Change of Carrier**

The Employer shall provide to each employee a copy of the current benefit booklet for those benefits provided under this Article. The Employer reserves the right to change plans and/or carriers at its discretion and will notify the Union if it intends to change the plan and/or carrier.

### **22.06 Employer's Obligation**

It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to pay the amount of premiums contracted for. Eligibility for participation and entitlement to benefits will be in accordance with the governing rules and regulations of the plans of the insurance carrier.



## 22.07 Pension Plan

This section applies only to permanent full-time employees who have successfully completed their probation and have been employed by the Employer for at least six (6) months.

The Employer and permanent full-time employee's contribution shall be equal to three point seven percent (3.7%) of the employee's regular gross annual salary up to a maximum of YMPE and six percent (6%) of the employee's gross annual salary in excess of YMPE, provided that the contributions paid during any fiscal year do not exceed the limit in the *Income Tax Act* for the fiscal year in question. The Employer will contribute to the employee's pension plan until the age of sixty-five (65). Once a year, employees will receive a statement of their contributions, Employer contributions and status under the pension plan.

YMPE: means, in respect of any fiscal year, the maximum annual allowable earnings, as defined under the Canada Pension Plan or the Quebec Pension Plan, as the case may be. However, for periods during which a salary is deemed to be paid, the YMPE shall designate the YMPE of the year in which the salary in question began to be paid.

## **ARTICLE 23 – NO DISCRIMINATION, HARASSMENT OR BULLYING**

23.01 The Employer and the Union agree that there shall be no discrimination against any employee, by either the Employer or the Union, because of any grounds prohibited by the Ontario *Human Rights Code*, as amended from time to time.

## **ARTICLE 24 – HEALTH AND SAFETY**

24.01 The Employer and the Union agree to comply with the requirements set out in the Ontario *Occupational Health and Safety Act*, as amended from time to time.

24.02 All work-related injuries must be reported immediately to the employee's supervisor. The employee's supervisor shall prepare a report and such report may be provided to the employee upon request.

24.03 Employees may provide to the Union Representative a copy of their W.S.I.B. Form 7 and Accident Investigation Form and their attachments.

## **ARTICLE 25 – CONTRACTING OUT**

25.01 For the life of the present Agreement, the Employer undertakes not to contract out, in part or in whole, any of the work or services currently performed by members of the bargaining unit.

## ARTICLE 26 – GENERAL

- 26.01 The Employer will provide one (1) bulletin board in the present staff lounge upon which the Union shall have the right to post notices of meetings and Union business and affairs. All notices posted on the board will have prior approval from the Employer and must be signed by a representative of the Union. No notice will be unreasonably denied.
- 26.02 Adequate rest rooms shall be provided, as well as an eating area and lounge for employees to take breaks.  
Safety Equipment & Clothing
- 26.03 All tools and safety equipment required by employees in the performance of their duties will be provided by the Employer. Employees are responsible for the proper use of the tools and equipment provided to them to avoid any unnecessary damage or loss.
- 26.04 Employees performing inside work as required by the Employer, will be provided with a work shirt which shall be worn in the performance of their duties.

### Clothing

On January 1 of each year, the Employer will provide Outside Workers with the following items of clothing that must be worn during working hours. Employees are responsible for the cleaning and upkeep of all items of clothing issued to them.

#### (A) Permanent employees:

##### (i) Once a year:

- Total of 7 shirts
- 1 cotton wadding vest
- 3 pairs of pants at the choice of the employee
- 2 pairs of convertible pants at the choice of the employee
- 1 pair of safety boots/shoes

##### (ii) Every other year or as required in special circumstances:

- 1 jacket
- 1 parka
- 1 raincoat

##### (iii) Overalls - as required

(B) Seasonal employees: The Employer will provide the following work items that must be worn at all times during working hours and whose upkeep employees are responsible for.

- 3 T-shirts with cemetery identification
- 1 pair of boots bi-annually
- 3 pairs of pants
- 1 pair of overalls (if required)
- 1 jacket
- 1 raincoat

Safety shoes

Employees are personally responsible for the acquisition of safety shoes / ankle boots that must be worn at all times during working hours.

26.05 Inclement Weather (applicable to Outside Workers)

- (a) Permanent employees: When due to inclement weather, normal work cannot reasonably be accomplished during working hours, the Employer will either provide work indoors, or allow them to wait inside. The provisions of this Article will not result in a loss of pay or a reduction of hours.
- (b) Seasonal and temporary employees: Employees who report for a scheduled shift on Saturday will be guaranteed at least four (4) hours of work, or if there is no work, will be paid four (4) hours. During inclement weather events temporary employees will not report to work unless called by the Employer. Employees will be called to work in order of seniority provided they have the required skills and ability to perform the work.

**ARTICLE 27 – TRANSLATION**

27.01 Both the English and French texts of this Agreement shall be official.

**ARTICLE 28 – DURATION**

28.01 The Agreement shall be binding on both parties from January 1, 2024 to December 31, 2026 and thereafter from year to year unless notice is given in writing by either party to the other party, no less than sixty (60) days or more than ninety (90) days before the termination date of this Agreement, of either party's desire to negotiate revisions, amendments or the termination of this Agreement.

**Signed in Ottawa, this 6th day of June 2024.**

**For the Union:**

*Véronique Prévost* National Representative  
Unifor

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**For the Employer:**

*Marc Bisson* Marc Bisson  
Directeur général

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*Christina Toufexis* Christina Toufexis  
Directrice

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*Robert Le Moullec* Directeur, Personnes  
et culture

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## SCHEDULE "A" – WAGE GRID

	Expired Rate	4.0% 01-Jan-24	Ratification	3.0% 01-Jan-25	3.0% 01-Jan-26
<b>Permanent Employees</b>					
Senior Counsellor I	\$ 31.39	\$ 32.65		\$ 33.63	\$ 34.64
Senior Counsellor II	\$ 28.10	\$ 29.22		\$ 30.10	\$ 31.00
Receptionist	\$ 25.47	\$ 26.49		\$ 27.28	\$ 28.10
<b>Maintenance</b>					
Maintenance I	\$ 31.06	\$ 32.30		\$ 33.27	\$ 34.27
Maintenance II	\$ 28.12	\$ 29.24		\$ 30.12	\$ 31.02
Maintenance III	\$ 27.82	\$ 28.93		\$ 29.80	\$ 30.69
Maintenance IV	\$ 26.00	\$ 27.04	--	--	--
Seasonal Employees	\$ 20.40	\$ 21.22	\$ 22.00	\$ 22.88	\$ 23.80
Temporary Employees	\$ 20.40	\$ 21.22		\$ 21.86	\$ 22.52

### Clarity Note:

On date of ratification, current permanent employees will be classified as follows:

- Martin Pessah: Senior Counsellor I
- Denise Smeaton: Senior Counsellor I
- Sam Akl: Senior Counsellor II
- Ginette Gauthier: Receptionist
- Yan Osborne: Maintenance I
- Joshua Pillar: Maintenance I
- Joel Morin: Maintenance II
- Jonathan Pillar: Maintenance III
- Michel Léveillé: Maintenance III