

191 Employees

Unit No. 48

SOURCE	Comp
EFF.	990416
TERM.	020415
No. OF EMPLOYEES	190
NOMBRE D'EMPLOYÉS	190

COLLECTIVE AGREEMENT

BETWEEN

MOUNT PLEASANT GROUP OF CEMETERIES

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204
A.F. OF L., C.I.O., C.L.C.**

(SEASONAL)

EFFECTIVE: APRIL 16, 1999

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MOUNT PLEASANT GROUP OF CEMETERIES
(hereinafter called the "Employer")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204
A.F. OF L., C.I.O., C.L.C.
(hereinafter called the "Union")

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 co-operation 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 PARTIES WITNESSETH THAT the parties here agree as follows:

ARTICLE 1 RECOGNITION

- 1.01 All employees of Mount Pleasant Group of Cemeteries at Prospect, Mount Pleasant, Elgin Mills, Necropolis, Pine Hills, Beechwood, Meadowvale, Thornton, and York Cemeteries in the Municipality of Metropolitan Toronto, Town of Richmond Hill, City of Brampton, City of Oshawa, and the City of Vaughan, save and except non-working forepersons, persons above the rank of non-working foreperson, technologists, office and clerical and sale staff, patrol persons, crematorium operators and persons for whom any trade union held bargaining rights as of May 11, 1994.
- 1.02 Further to Article 1.01, the parties agree that Seasonal employees only are recognized and covered by 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 In accordance with the Ontario Human Rights Code, no employee will be unlawfully interfered with, restrained, coerced, discriminated against or harassed by the employer's or Union's officers or agents on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, record of offenses, sex, sexual orientation, age, marital status, family status, or disability.

Consistent with the above, the Employer and Union recognize the principle that it is their responsibility and that of every employee to maintain a harassment free and discrimination free workplace.

ARTICLE 4 UNION SECURITY

4.01 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 for the life of this Agreement.

4.02 The Employer shall for the life of this Agreement deduct monthly union dues for the employees in the month following the month of hire and it will 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 of all employees from whom monthly dues deductions have been made.

4.03 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.

4.04 Upon commencement of employment all new employees will be advised of the existence of the Union and the conditions relating to the payment of monthly union dues. A union Business Agent may interview each new Union member for the purpose of informing the employee about this Collective Agreement.

ARTICLE 5 MANAGEMENT RIGHTS

5.01 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 to discipline or discharge any employee for just cause, provided that a claim by an employee, who has acquired seniority, that he 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 6 BUSINESS AGENT

- 6.01 The Business Agent of the Union may, with the permission of the Property Manager, have access to the properties of the Employer to discharge his duties; employees shall not be disturbed in the performance of their duties during working hours.

ARTICLE 7 UNION STEWARDS

- 7.01 The Employer agrees that the Union will be permitted to elect or appoint a Shop Steward at each property. A Steward must have completed 1500 hours of work before he is elected or appointed. A steward must be an employee in the bargaining unit.
- 7.02 It is the duty of the Shop Steward to investigate and process complaints which shall be communicated to the Business Agent of the Union who, in turn, will take the matter up with the Employer.
- 7.03 It is agreed that three (3) seasonal employees may be elected or otherwise appointed to the Negotiating Committee for the purpose of negotiating a renewal of this agreement.
- No more than one (1) seasonal employee from a property will be on the negotiating committee.
- 7.04 The Employer agrees to pay employees on the Negotiating Committee regular wage rates for time spent in negotiating meetings between the Employer and the Union with regard to the renewal of this Agreement. Such payment will be made up to but not including Conciliation meetings.

ARTICLE 8 BOOT ALLOWANCE

- 8.01 Effective April 1, 1999, upon completion of 2500 hours of service, in the pay period following, each seasonal employee shall receive a sixty dollar (\$60.00) boot allowance. The allowance will be paid to each seasonal employee at the start of every season in subsequent years. The dollar amounts stated above shall be amended to sixty-five dollars (\$65.00) effective April 1, 2000, and to seventy-five dollars (\$75.00) effective April 1, 2001.

ARTICLE 9 GENERAL

- 9.01 Any operating changes related to policy shall be reported to the Union and stewards one (1) day in advance of implementation.

ARTICLE 10 GRIEVANCE AND ARBITRATION

- 10.01 Any employee who has a grievance pertaining to the terms and conditions of this Agreement shall first take up his grievance with his immediate supervisor for the purpose of immediate settlement or adjustment of the complaint.

- 10.02 If the complaint is not satisfactorily settled between the employee and his immediate Supervisor, then the employee may, by himself or with the assistance of his Shop Steward or Business Agent, submit the complaint as a written grievance signed by the employee to the Supervisor within five (5) working days after the occurrence of the matter which is the subject of the grievance. The Supervisor shall answer the grievance in writing within two (2) working days after he receives it.
- 10.03 If the grievance is not then satisfactorily settled, then the Shop Steward or the Business Agent of the Union may submit the written grievance to the Divisional Manager of Properties, or his designate, within a period of five (5) working days after the written answer of the Supervisor has been received by the employee or the employee's **Shop Steward**. A meeting will then be held to hear the grievance and the Business Agent of the Union shall be in attendance.
- 10.04 The Divisional Manager of Properties, or his designate, shall answer the grievance, in writing, within three (3) working days after the grievance meeting. If the grievance is not settled, then the Business Agent may within ten (10) working days after the written decision of the Divisional Manager of Properties, or his designate, has been received, refer the grievance to Arbitration.
- 10.05 When a dispute involving a question of general application or interpretation of this Agreement occurs, or where a group of employees or the Union or Employer has a grievance, such grievances shall be submitted to the Divisional Manager of Properties, or his designate, or, in the case of an Employer grievance, to the Union's Business Agent.
- 10.06 Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) working days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.

Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or such longer period as agreed to by the parties. The parties shall agree on a Mediator.

Proceedings before the Mediator shall be informal. The rules of evidence will not apply, no record of proceedings shall be made and neither party will use legal counsel. The Mediator will have the authority to meet separately with either party.

If possible, a statement of fact agreed to by the parties will be submitted to the Mediator in advance of the date scheduled for Grievance Mediation.

If no settlement is reached within five (5) days following Grievance Mediation, either party can submit the matter to Arbitration in accordance with the provisions of this Agreement. In the event that such matter does proceed to Arbitration, the person serving as the Mediator may not serve as an Arbitrator and nothing said or done by **the** Mediator may be referred to during the arbitration proceedings.

The Union and Employer will share the costs and expenses of the Mediator.

- 10.07 When either party request that any matter be submitted to arbitration as hereinafter provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five **(5)** days thereafter the other party shall appoint a nominee; provided, however, that if such party fails to appoint a nominee as herein required, the Ontario Labour-Management Arbitration Commission shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees so appointed shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of three (3) working days, they shall then request the Ontario Labour-Management Arbitration Commission to appoint an impartial chairman.
- 10.08 No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance.
- 10.09 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.10 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 10.11 The proceedings of the Arbitration Board will be expedited by the parties thereto and in the event that there is not a majority decision of the Board of Arbitration the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 10.12 Each of the parties hereto will bear the fees and expenses of the nominee appointed by it and the parties will equally bear the fees and expenses, if any, of the chairman of the Arbitration Board.
- 10.13 The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties to this Agreement in writing. If a time limit has been so extended, failure of the employer to reply within the time limits will be deemed to be a denial of the grievance entitling the grievor to proceed to the next step in accordance with this article. Failure of the Union to proceed within the time limits will be deemed to be an abandonment of the grievance.
- 10.14 A discharged employee who has completed his probationary period may lodge a grievance against the discharge in accordance with Article 10.03.
- 10.15 The Arbitration Board if called upon to deal with a discharge grievance may direct the reinstatement of the employee with pay from such date as the Arbitration Board may determine.
- 10.16 The parties may agree, in writing, to submit a grievance to a sole arbitrator in lieu of an Arbitration Board.

ARTICLE 11 SENIORITY

- 11.01** The seniority date for all employees hired before January 1, 1990 will be January 1, 1990. The seniority date for all other employees shall be their date of hire.
- 11.02** Seniority date for movement on the Wage Grid will be based on all hours worked commencing January 1, 1994.
- 11.03** All employees shall serve as probationary employees until they have completed four hundred and eighty (480) hours of work commencing from their date of hire during which time they shall have no seniority. Upon completion of the probationary period, seniority shall be retroactive to the employee's date of hire.
- 11.04** Probationary employees may be discharged during the probationary period.
- 11.05** Seniority shall be recognized only at the property at which the seasonal employee is currently employed.
- 11.06** In the event of an enforced lay-off, employees shall be laid off in reverse order of seniority, provided there remain employees who are qualified to do the work available.
- 11.07** No new seasonal employees will be hired at a property where seasonal employees have been laid off until it has been established that there is no available laid off employee who is qualified to do the work.
- 11.08** Seasonal workers' seniority lists will be posted at each property and a copy sent to the Union in January of each year.
- 11.09** **Recall**

All seasonal employees are responsible for ensuring that the employer has their up-to-date address and telephone number so that the employee may be contacted.

Seasonal employees who are to be offered an opportunity to return to work with the Employer after the completion of their current year's seasonal engagement will be notified of such an offer on or before February 1 of the next calendar year.

The Employer's offer must be responded to in writing to the Supervisor who signed the employment letter on or before February 28 of said calendar year. The seasonal employee will be advised in writing of his or her anticipated start date at least 10 calendar days prior to the anticipated start date.

If the seasonal employee does not report to work on the appointed start date or has not, in advance of the advised start date, provided Management with a reason acceptable to Management as to why the seasonal employee cannot commence employment on said start date, the employee will be deemed to have refused the employer's offer of employment.

Unusual situations will be considered separately.

11.10 Seasonal employees may apply for transfer to other properties and upon being accepted, shall transfer their seniority with them.

ARTICLE 12 LEAVE OF ABSENCE

12.01 An employee shall be given a leave of absence without pay to attend Union Conventions, meetings, etc., and employees may be given a leave of absence without pay for legitimate purposes. The seniority of employees absent with leave or on sick leave shall not be affected thereby. The employer shall pay wages for such absence and the Union shall reimburse the employer for such payment. Said leave of absence will be granted at management's discretion.

ARTICLE 13 HOURS OF WORK AND OVERTIME

13.01 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 (1) hour unpaid meal period. The unpaid meal period may be changed to one half (½) an hour with the agreement of both the employee and the employer. All employees will be allowed a fifteen (15) minute rest break during each half shift, at a time designated by the foreman.

13.02 Reporting Allowance

Seasonal employees reporting for work without previous notice that they would be required, shall be assigned a minimum of four (4) hours of work or four (4) hours pay.

13.03 Time worked in excess of eight (8) hours per day or forty-four (44) hours per week shall be paid at the rate of time and one-half (1 ½) the straight time hourly rate. Time worked in excess of eight (8) hours a day shall not be counted for the purpose of calculating overtime beyond forty-four (44) hours a week.

13.04 When in the opinion of the employer overtime is required to be worked, the employer will endeavour to assign overtime work equally.

ARTICLE 14 WAGES AND ALLOWANCES

14.01 Employees will move to the following wage grid or receive a 2% April 16, 1999, 2% April 16, 2000 and 2% April 16, 2001 minimum wage increase (whichever is greater).

	April 16, 1999	April 16, 2000	April 16, 2001
Start	\$8.84	\$9.02	\$9.20
480 hours	\$8.84	\$9.02	\$9.20
1000 hours	\$9.21	\$9.39	\$9.58
1500 hours	\$9.81	\$10.01	\$10.21
2000 hours	\$10.61	\$10.82	\$11.04
2500 hours	\$11.67	\$11.90	\$12.14

14.02 For the purpose of the wage grid, hours worked since January 1, 1994 shall be used in the calculation of each employee's entitlement.

14.03 Effective April 16, 1999, when a Property Manager assigns seasonal employees to the following activities, they will be paid the current Class 1 full-time cemetery service employee hourly rate, regardless of the number of minutes within the hour they are actually participating in the activity:

- (a) Operating a backhoe;
- (b) Marking graves;
- (c) Giving work direction to other employees and performing work regarding laying planks and plywood at the grave and dressing the grave for a service;
- (d) Removing safety straps and triggering the lowering device;
- (e) Driving the lugger truck;
- (f) Completing inscriptions and putting on attachments on crypt and niche fronts, monuments and markers;
- (g) Giving direction to other employees and performing work regarding the moving of monuments and the re-sealing of monuments;
- (h) Setting markers;
- (i) Operating the tamper or breaker gun;
- (j) Giving direction to other employees and performing work regarding crypt front removals, preparation of crypt for entombment and sealing the crypt;
- (k) Plowing snow with the flatbed truck, lugger truck, or backhoe and/or operating a mechanical sander;
- (l) "Removing" and "Raising and Lowering"

ARTICEL 15 BENEFITS

15.01 The Employer will provide both Medical and Dental single benefit coverage to seasonal employees after the employee has completed a minimum of 6,000 hours of work.

15.02 The Employer will pay 100% of the premium for the following Medical Plan:

(a) The maximum coverage per seasonal employee is as follows:

April 16, 1999 to April 15, 2000	April 16, 2000 to April 15, 2001	April 16, 2001 to April 15, 2002
\$1000.00	\$1250.00	\$1500.00

(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 will be reimbursed to a maximum of 80%.

(d) There is a cap of \$8.00 to the dispensing fee for prescription drugs.

(e) Medical coverage is granted to seasonal employees while actively employed with Mount Pleasant Group of Cemeteries and covered by this Agreement.

(f) Employees covered under this Agreement may access family medical coverage by paying 100% of the additional premium for family coverage.

15.03 The Employer shall pay 100% of the premiums for the following Dental Plan.

(a) The maximum coverage per seasonal employee for basic dental coverage is as follows:

April 16, 1999 to April 15, 2000	April 16, 2000 to April 15, 2001	April 16, 2001 To April 15, 2002
\$1000.00	\$1250.00	\$1500.00

- (b) This Dental plan will cover recall examinations every 9 months.
- (c) Dental expenses covered under this plan will be reimbursed as follows:
 - (i) Preventative dental procedures to a maximum of 80%
 - (ii) Basic dental procedures to a maximum of 80%.

ARTICLE 16 PAID HOLIDAYS

16.01 The following days shall be considered as paid holidays for seasonal workers:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day

Seasonal employees who have completed their probationary period will be paid for the Civic Holiday.

16.02 Labour Day – Seasonal employees will not be laid off by the Employer the day before Labour Day to avoid payment of holiday pay. However, the usual conditions apply for payment of holiday pay (ie: seasonal workers must work their scheduled day before and after the holiday in order to receive payment).

16.03 A seasonal employee who is required to work on any of the nine (9) paid holidays shall be paid in accordance with the Employment Standard Act, except that part VII, Section 25 1(1) and Section 25 1(b) shall not apply.

16.04 A seasonal employee who is absent on any of the above statutory holidays after being required to work forfeits all pay for that day.

16.05 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 17 VACATION PAY

17.01 Each seasonal employee who has not completed 3,500 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.

17.02 Upon completion of 3,500 hours of work, each seasonal employee shall receive an amount of 5% of gross earnings as vacation pay to be paid bi-weekly as in past practice.

ARTICLE 18 STRIKES/LOCK-OUTS

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

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ARTICLE 19 HEALTH AND SAFETY

19.01 Management and staff shall co-operate in continuing to improve and provide a safe and meaningful work environment for all employees. This will be undertaken through the provisions of the Ontario Occupational Health and Safety Act and will not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 20 RENEWAL

20.01 This Agreement shall be in force for the period from the 16th day of April 1999 to the 15th day of April 2002 and shall continue to be 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.

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

Dated at Toronto this 31st day of August, 1999

For Mount Pleasant Group of Cemeteries

For Service Employees International Union,
Local 204
A.F. of L., C.I.O., C.L.C.

Dean Robertson

Donald Culbertson

