



# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE LITTLE LAKE CEMETERY COMPANY**  
(hereinafter referred to as "The Company")

**AND**

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES  
AND ITS LOCAL 504-1**  
(hereinafter referred to as "The Union")

**EXPIRY: SEPTEMBER 30, 2026**

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## **ARTICLE 1 - RECOGNITION**

The Company agrees to recognize the Union as the sole Collective Bargaining agent for all its employees save and except the position of Grounds Manager, persons above the rank of Grounds Manager and office staff.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

The Company retains the right to manage its services and direct its work force, including the right to hire, lay off, promote, reprimand, suspend or discharge or demote its employees for just cause, subject to the provisions of this agreement. Any such action of the Company which, in the opinion of the Union, results in an individual injustice, shall be considered a grievance.

## **ARTICLE 3 – DEFINITIONS**

### **3.01 Permanent full-time employee:**

An employee who works on a permanent twelve (12) month basis.

### **3.02 Employees working less than 12 months (Seasonal)**

An employee who is hired to perform work for a specific term between the dates of April 1<sup>st</sup> and November 30<sup>th</sup>. Outside of the specified term, seasonal employees may be recalled, consistent with Article 11.02, for emergencies and replacement of full time employees on approved leave.

### **3.03 Students**

An employee who is hired to perform the work for a specific term between April 20<sup>th</sup>, and Labour Day and is currently enrolled, or was enrolled, in the previous four (4) months, at the high school or College/University level.

## **ARTICLE 4 - DISCRIMINATION**

The Company and the Union agree that there will be no discrimination, interference, restraint or coercion exercised or practiced by either of them or of their representatives with respect to any employee because of their membership in or lack of membership in or lawful activity, or lack of activity, on behalf of the Union.

## **ARTICLE 5 - DISCHARGE AND DISCIPLINE**

- 5.01 No employee shall be disciplined or discharged without just cause.
- 5.02 An employee is entitled, if possible, prior to the imposition of discipline or discharge, except verbal discipline, to be notified at a meeting with management of reasons for considering such action. The employee shall be accompanied by a union representative who shall be advised in advance by management of the time and place of the meeting. The rights under this clause shall be considered substantive; however, they may be waived with the written agreement of the parties.
- 5.03 An employee shall be notified in writing of the grounds for discipline or discharge, which grounds shall not later be enlarged or expanded.
- 5.04 The employer shall provide the employee with a copy of any written warning or adverse report affecting the employee. An employee shall be entitled to reply in writing to same and such reply shall become part of the record.
- 5.05 Each employee shall have reasonable access to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of Human Resources or designate. An employee has the right to request copies of any evaluations in this file.
- 5.06 Any letter of reprimand, suspension or any other sanction will be removed from the record of an employee twenty-one (21) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for twenty-one (21) months.

## **ARTICLE 6 - CHECK-OFF OF UNION DUES**

- 6.01 (a) The Employer shall deduct from every employee any dues, initiations of assessments, levied in accordance with the Union Constitution and/or By-Laws and owing to the Union, each pay and forward the money deducted to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following if possible, together with the names of the employees added or deleted during that period.
- (b) The Employer shall be notified, in writing at least thirty (30) days prior to any change in Union dues.
- 6.02 The Income Tax (T4) Slips shall include the amount of Union dues paid by each employee in the preceding calendar year.

6.03 In consideration of the deducting and forwarding of Union dues or other deductions as noted in this article in accordance with the foregoing, by the Employer, the Union agrees to indemnify and save the Employer harmless against any claims or liability out of or resulting from the operation of this article.

## **ARTICLE 7 - SHOP STEWARDS**

7.01 The Company acknowledges the right of the Union to appoint or otherwise select a steward to assist the employees in presenting their grievances. The Union will keep the Company promptly and currently informed as to the name of any employee designated as shop steward.

7.02 The Union acknowledges that the employee designated as a steward will continue to perform their regular duties on behalf of the Company, and will not leave their regular duties without obtaining permission from the Grounds Manager, or designate. The employee shall notify their supervisor upon their return from such duties.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01 It is clearly understood that it is the mutual desire of both parties hereto that complaints of employees shall be adjusted as quickly as possible. Both parties, therefore, recognize that the Chief Executive Officer (CEO) should be informed as quickly as possible of any employee's complaint. The steps of the grievance shall be as follows:

### **8.02           STEP ONE**

(a) A Union Steward shall have the right to originate a grievance on behalf of an employee(s). A grievance shall be in writing, signed by the Union Steward, or in their absence, their designate and shall be presented to the Grounds Manager or designate, within ten (10) working days from the time the employee became aware or should reasonably have become aware of the circumstances giving rise to the grievance.

(b) After such discussion as is necessary, the Grounds Manager or designate shall state their decision in writing and give same to the Union Steward within ten (10) working days, or, in the absence of the Grounds Manager or designate, such longer period as may be mutually agreed upon between the Union Steward and their representative.

### 8.03 STEP TWO

- (a) If the decision is still unsatisfactory to the employee concerned, the Union Grievance Committee shall meet and decide if further action is necessary, within 10 working days. After such discussion, the Chief Executive Officer (CEO) or designate, shall state their decision in writing and give to the Union Steward within 10 working days.
- (b) It is understood and agreed between the parties hereto that it is not necessary for more than one employee of the said Grievance Committee to be an employee of the Company. Said Grievance Committee shall not exceed four in number.

### 8.04 STEP THREE

- (a) Upon failure of the parties hereto to resolve their differences as herein set forth in Steps One and Two, the matter may be referred to arbitration, within 30 working days from the date of the Chief Executive Officer's decision, in accordance with the provisions of Section 48 of the *Ontario Labour Relations Act* R.S.O. 1990, (and/or as amended from time to time) which shall be deemed to form part of this Agreement.
- (b) It is understood and agreed between the parties hereto that the Union may call in their Union Representative in any discussion with the Company or its representatives and the Company may call in a consultant for such discussions.

### 8.05 POLICY GRIEVANCE

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated within ten (10) working days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of the Article may not be used with respect to a grievance directly affecting an employee which such employee could themselves institute and the regular grievance procedure shall not be thereby bypassed.

### 8.06 GROUP GRIEVANCE

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to the Chief Executive Officer (CEO), or designate within ten (10) working days after the

circumstances giving rise to the grievance have occurred or ought to reasonably to have come to the attention of the employee(s).

## **ARTICLE 9 - NO STRIKES OR LOCKOUTS**

For the duration of this agreement, the Company agrees that it will not cause or direct any lockout of its employees, and the Union agrees that there will be no collective action which will interfere with the Company's operations. The Union agrees there will be no strikes as defined in the *Labour Relations Act* R.S.O. 1990, as amended from time to time.

## **ARTICLE 10 - SENIORITY**

10.01 The Company accepts the principle of seniority of service. This principle shall, in the Company's relations with its employees, be applied as follows:

### 10.02 SENIORITY LIST

- (a) The Company will establish a seniority list for all its employees, to be revised annually, and posted in March of each year, indicating the status of all present employees in order of their date of employment with the Company.
- (b) Seniority will be shown in weeks accumulated.
- (c) A copy of the seniority list will be posted on the Union bulletin board and one (1) copy will be supplied to the Union Steward.

10.03 An employee will acquire seniority after they have worked a total of seventy-five (75) working days for the Company. Only permanent full-time employees may acquire seniority.

### 10.04 PROBATIONARY PERIOD

- (a) Employees who have not attained seniority will be considered probationary employees and benefits will not be paid to any probationary employee or any employee who has not attained seniority.
- (b) The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination, as the basis of termination.

- (c) Upon satisfactory completion of the employees probationary period, their seniority date will be their hire date.
- (d) A Seasonal employee who has completed their probationary period of seventy-five (75) working days will not serve a second probation if their classification changes to Full-Time.
- (e) New hires (Seasonal or Full-time) will complete a probationary period of seventy-five (75) working days. Where probation has not been completed prior to layoff of a seasonal employee, their probationary period will continue upon recall up to 75 working days.
- (f) Students will be on probation during the term of their employment.
- (g) If a probationary employee is absent on an approved leave of absence, layoff or workplace accommodation, for a period of longer than five (5) days during their probationary period, the probationary period will be extended by the same number of calendar days off work. Prior to the extension, the Employer in consultation with the Union, shall notify the employee that it intends to extend the probationary period prior to the last day of the employee's initial probationary period.
- (h) During the probationary period, new employees shall be advised of their progress. Should the need arise to extend the probationary period, it may be extended by mutual agreement between the Union and the Employer up to a total of ninety (90) working days.

Regardless of any agreed probation extension the employee shall be entitled to enroll in the benefits program upon completion of the original seventy-five (75) working day period.

#### 10.05 LOSS OF SENIORITY

Regardless of length of service, an employee shall lose all seniority if the employee:

- (a) Voluntarily terminates their employment with the Company and doesn't rescind their resignation within 48 hours (one-time single use).
- (b) Is discharged for just cause.
- (c) Fails to report their absence to the Grounds Manager or designate within three (3) working days.

- (d) Fails to return to work within seven (7) days after notice has been sent by the Company, by registered mail, to the employees address on file with the Company.
- (e) Has been laid off and not recalled to work within a period of eighteen (18) months, provided that, by agreement of the parties hereto, previous service may be restored in any cause arising out of one or more of the foregoing reasons if extenuating circumstance should warrant it.

10.06 In the case of promotions, lay-offs, and rehiring after lay-offs, seniority / length of service shall be the governing factor provided that the senior employee has, in the opinion of the Company, the physical fitness and ability to perform the work, it being understood that such opinion expressed by the Company shall be subject to the normal grievance procedure.

10.07 For the purposes of appointment to the temporary assignment Lead Hand rate, as needed, seniority along with the proven record of responsibility, apparent qualities and leadership, will be the requirements. Seniority shall rule if all other factors are relatively equal.

Seasonal staff shall have access to this position if there are no full-time staff available to fulfil the position during regular hours of work.

10.08 When a seasonal worker is successful in achieving a permanent full time position, their accrued length of service will be converted to seniority based on 2080 hours=1 year of seniority and all applicable benefits will be applied.

## **ARTICLE 11 - LAY-OFF**

- 11.01 (a) Lay-off shall include a reduction in the normal daily or weekly hours of work of a permanent or long term nature of any bargaining unit employee.
- (b) The Company shall provide the affected employee with no less than twenty (20) working days written notice of lay-off.
- (c) Should the work schedule require an extension of the lay-off date of an employee, a further lay-off notice shall not be required.
- (d) Lay-off requirements would not apply in the case of an employee already laid off being recalled for a short term temporary basis.

- (e) Permanent Full-Time Employees shall be offered Recall prior to seasonal Employees.

11.02 RECALL FOR SEASONAL EMPLOYEES

- (a) This clause does not apply to students or employees who have not completed the probationary period of seventy-five (75) working days.
- (b) The right to recall shall be based on the length of service with the Company.
- (c) Employees with the greatest length of service will be recalled first.
- (d) Seasonal Employees will be recalled prior to the hiring of students.
- (e) No new employee shall be hired until laid off permanent full time employees have been given opportunity of recall.
- (f) No new employee shall be hired until laid off seasonal employees, qualified and capable of performing the available, have been given the opportunity to apply for the position.

## **ARTICLE 12 - LEAVE OF ABSENCE**

12.01 BEREAVEMENT LEAVE

- (a) An employee shall be granted five (5) consecutive regularly scheduled work days leave, without loss of pay or benefits, upon death of a member of the immediate family. "Immediate family" shall include the current spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, other dependent children, grandchild.
- (b) An employee shall be granted up to three (3) consecutive regularly scheduled work days leave, without loss of pay or benefits, upon death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, foster parent, foster child.
- (c) The Company shall be entitled to request proof of death and relationship.
- (d) Bereavement leave can be taken at the time of the family member's death, or sometime later to attend a funeral or memorial service.

## 12.02 JUROR OR WITNESS

The Company shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Company shall pay such employee the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for traveling, meals or other expenses. When released from or during intervals of jury duty, employees are expected to report for their regularly scheduled shift as soon as and if, reasonably possible. The employee will present proof of service and the amount of pay received.

## 12.03 UNION LEAVE

- (a) Leave of absence with pay shall be granted to such officers or duly designated representatives of the Union employed by the Company who may be required to attend meetings called under the jurisdiction of the Ontario Labour Relations Board or to attend wage and contract negotiations, grievance work or any other business that may properly come between the Company and the Union.
- (b) Leave of absence without pay shall be granted to Union Officers or delegates to attend Conventions, or any other Union business not covered off elsewhere in the collective agreement provided that only one employee be permitted time off for this purpose at any one time and that such leave of absence shall not exceed one (1) week at any one time.

During such leave of absence, the employee's salary and benefits shall be maintained by the Employer, provided that the Union reimburses the Employer within sixty (60) days of the receipt of an invoice.

## 12.04 LEAVE OF ABSENCE WITHOUT PAY

- (a) The Company may grant leave of absence without pay and without loss or accumulation of Seniority up to six (6) months. Requests shall be in writing and shall be submitted in advance of the commencement of the leave. Replies shall be in writing, and shall include the reason if the request cannot be granted. All benefits will cease to be paid by the Company. If deemed eligible by the insurer, the employee will have the option to continue their coverage by paying the cost of the benefits in advance to the Company.
- (b) Vacation periods will be adjusted to reflect the amount of time worked in a calendar year. i.e. Leave of absence is six hundred and eighty (680) normal working hours (seventeen [17] weeks @ forty {40}

hr./wk) so the actual annual hours worked = two thousand and eighty minus six hundred and eighty or fourteen hundred (2080 - 680 or 1400) hours. The vacation period would then be fourteen hundred / two thousand and eighty equals sixty-seven percent (1400/2080 = 67%) of normal vacation entitlement.

## **ARTICLE 13 - HOURS OF WORK**

13.01 The basic work week shall consist of forty (40) hours, consisting of the following daily hours from Monday through Friday:

13.02 Eight o'clock (8:00) a.m. to twelve o'clock (12:00) noon, one o'clock (1:00) p.m. to five o'clock (5:00) p.m. The Employee will be entitled to two fifteen (15) minute paid breaks in addition to their unpaid lunch period.

It is understood that the above daily hours may be adjusted by mutual agreement between the employees and the Grounds Manager insofar as starting time is concerned. The Company and the employees agree to adjust the present one (1) hour lunch break between eleven o'clock (11:00) a.m. and two o'clock (2:00) p.m. in order that interments may be completed as required by the Funeral, Burial and Cremation Services Act, 2002 for those employees involved.

13.03 Any employee required to report to work on any scheduled work day and not permitted to work or any employee starting to work and working less than four hours shall receive four hours pay at their regular rate.

13.04 Flexible hours of work, or flex time, is a system designed to provide for the individual preferences and work habits of employees while at the same time ensuring the efficient operation of Company services and providing for the needs of the Company's clients.

13.05 (a) The normal weekly and daily hours of work shall not be over (forty) 40 hours in a week and eight (8) hours in a day, Monday to Friday.

(b) The employee and Company may agree to extend the forty (40) hours over six (6) days and the daily hours up to ten (10) hours.

(c) Employees may work between the hours of six (6) a.m. and six (6) p.m.

(d) If employees request to work over the eight (8) hours a day no overtime is required to be paid by the Company.

- (e) In calculating flextime hours, days off, vacation and holidays will be counted as eight (8) hours.
- (f) Flexible hours shall be by mutual agreement between the Company, the Local Union steward or designate, and employee.
- (g) The Union Steward or designate shall be notified of any such agreements.
- (h) In the period of April to November, the Company may schedule seasonal employees to work Tuesday to Saturday as a regular work week. This excludes full time employees.

A regular scheduled Saturday shift for Seasonal employees will receive a Shift Premium in the amount of one dollar (\$1.00) per hour during the season (April - November). The premium does not apply to overtime hours or overtime rate of pay.

- (i) The season work schedules will be made available at a minimum of 4 weeks in advance and will be selected by the Seasonal Employees in order of length of service beginning with the employee holding the longest length of service.

## **ARTICLE 14 - OVERTIME**

- 14.01 All time worked by an employee in excess of the hours scheduled for such employee in any one day or on Saturday shall be deemed overtime and for such time worked the employee shall be paid one and one-half (1 1/2) times the regular hourly rate.
- 14.02 Any employee called in to work overtime before or after their regular scheduled work day or on Saturday shall be guaranteed a minimum of two (2) hours' pay at one and one-half (1 1/2) times their regular hourly rate. No employee shall be laid off during their regular working schedule to equalize any overtime they may have worked. If specifically designated tasks are completed in less than 2 hours, the employee will have the option to forego the minimum call in time and depart upon completion.

Scheduled overtime not attached to a regularly scheduled shift shall be offered to employees with seniority first, beginning with the most senior employee, then to seasonal employees with greatest length of service.

If seniority/length of service fails to address overtime request, an alternative schedule based on equitable distribution of overtime among seasonal employees will be used to assign overtime hours.



granted a day off with pay on either the preceding Friday or the following Monday or such other day within ten (10) days thereof as the employer and employee may mutually agree upon.

- 15.03 Whenever a holiday occurs on a regularly scheduled working day during an employee's vacation, the employee shall receive an additional day of vacation with pay.
- 15.04 Any employee who performs work on any of the above legal holidays shall receive the holiday pay mentioned in this agreement and shall, in addition, be paid twice their regular rate for the work performed on such days. Any employee called to work on any of the above legal holidays will be guaranteed four (4) hours' work if called into work in the forenoon and four hours' work if called in to work in the afternoon. If specifically designated tasks are completed in less than 4 hours, the employee will have the option to forego the minimum call in time and depart upon completion.
- 15.05 No person shall be entitled to holiday pay unless they work on the scheduled work day immediately prior to the holiday and the scheduled work day immediately subsequent to the holiday or has leave of absence or reasonable excuse.

## ARTICLE 16 - VACATIONS

### 16.01 Full Time Permanent Employees:

<b>Length of Service</b>	<b>Vacation Percentage Rate Accrual (Calculated on total earnings)</b>	<b>Vacation Time Entitlement</b>
Less than one (1) year	Four percent (4%)	Time off equivalent to 4% earnings
More than one (1) year but less than four (4) years	Four percent (4%)	Two (2) weeks
More than four (4) years but less than eight (8) years	Six percent (6%)	Three (3) weeks
More than eight (8) years but less than twenty (20) years	Eight percent (8%)	Four (4) weeks
More than twenty (20) years but less than twenty-five (25) years	Ten percent (10%)	Five (5) weeks
More than twenty-five (25) years	Twelve percent (12%)	Six (6) weeks

### 16.02 Seasonal Employees:

<b>Length of Service</b>	<b>Vacation Percentage Rate Accrual (Calculated on total earnings)</b>	<b>Vacation Time Entitlement</b>
Less than one (1) year	Four percent (4%)	Time off equivalent to 4% earnings
More than one (1) year but less than four (4) years	Four percent (4%)	Two (2) weeks
More than four (4) years	Six percent (6%)	Three (3) weeks

Progression in this schedule shall occur in the year in which the employee's anniversary falls.

- 16.03 It is further agreed that if an employee has their term of employment changed at the request of the company or, upon the employees own request, the employee will receive the pro-rated value of their vacation entitlements based on 2080 hours = 1 year.
- 16.04 It is agreed between the Company and the Union that employees entitled to two (2) weeks' vacation with pay shall be entitled to take said two (2) together in the period between Decoration Day and November 15 at such time as Grounds Manager, or designate may in their discretion permit.
- 16.05 A vacation schedule will be posted by March 15<sup>th</sup> of each year. Employees must indicate their desired vacation period within three (3) weeks of the posting. Preference in scheduling of vacations shall be based on seniority. No changes may be made unless requested in writing to the Grounds Manager, or designate and subsequently approved by them after consultation with the employee.

## **ARTICLE 17 - WAGES**

- 17.01 The Company shall pay wages weekly in accordance with the Schedule "A" attached hereto and forming part of this Collective Agreement.
- 17.02 If a new job is established, the Company will set a rate for the job and immediately notify the Union. If the rate is not acceptable to the Union, the Union will advise the Company and negotiations will then take place between the parties in an effort to establish a rate which is mutually satisfactory. If these negotiations fail to produce a satisfactory rate, the Union shall have the right to have the rate fixed by a Board of Arbitration in a similar manner as outlined in the agreements procedure with respect to Arbitration.
- 17.03 When an employee is directed to relieve in a position of lower rating for a period, they shall maintain their regular rate of pay while so assigned.
- 17.04 (a) During negotiations between the parties, the premium for operating the backhoe was removed and rolled into the hourly wage for full-time and seasonal employees.
- (b) Operators will be deemed trained as follows:  
Backhoe Operation – 30 hours and managers discretion of competency level.

## **ARTICLE 18 - HOSPITALIZATION, MEDICAL, AND PENSION PLAN**

- 18.01 The Company shall pay one hundred percent (100%) of the payroll tax designed to replace O.H.I.P. premiums with respect to each employee during the term of this contract.
- 18.02 The Company shall pay one hundred percent (100%) of the cost of the premiums required for a benefit provider, Extended Health Care Plan or an equivalent or superior plan with a ten dollar (\$10.00) single and a twenty (\$20.00) family deductible.
- 18.03 The Company shall pay one hundred per cent (100%) of the cost of the premiums required for a Health Dental Plan No. Nine (9) or an equivalent or superior plan with an O.D.A. fee schedule updated each year.
- 18.04 The Company agrees to pay all affected employees and their dependents, an allowance of up to four hundred dollars (\$400.00) every twenty-four (24) months, for the purchase of prescription eyeglasses, on the presentation of receipts.
- 18.05 Employees will have the option to purchase insured benefits after the exhaustion of paid sick leave and vacation time as noted in 20.05 and lay-off, until age-based government enhanced benefits are provided, or for a maximum of 24 months, whichever is shorter.
- 18.06 The Company will establish a Pension Plan and will pay four percent (4%) and the employees will pay four percent (4%) toward such Plan.
- 18.07 A copy of service-provider information sheets/pamphlets related to benefits will be provided to all eligible employees as follows:
- (a) to all new employees
  - (b) to all employees when changes in coverage are made
  - (c) to employees, on request.
- 18.08 The Company agrees to pay cost up to a maximum of \$110.00 every two (2) years for permanent full-time employees and dependents for an optometry examination.

## **ARTICLE 19 - SUPPLEMENTATION OF COMPENSATION AWARD**

An employee prevented from performing their regular work with the employer on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board (WSIB) as compensable within the meaning of the Workplace Safety and Insurance Act shall receive from the

employer the difference between the amount payable by the Workplace Safety and Insurance Board (WSIB) and their regular salary up to a maximum period of 6 weeks.

## **ARTICLE 20 - SICK LEAVE**

20.01 Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workplace Safety & Insurance Act.

20.02 Each employee shall be entitled to a sick leave allowance of 1 1/2 days for every month of service during each calendar year up to a maximum of 67 days prior to being credited for the current year.

For clarity: Employees can accumulate up to a maximum of eighty-five (85) day each year. (67 carry over and accumulate 18 in the new year).

Earned sick leave allowance may be used to a maximum of 6 days/year, for the care of an immediate family member (child/spouse/parent). Management retains the right to require reasonable reassurance that the purpose of use is as claimed by the employee.

20.03 A deduction shall be made from the sick leave allowance to which each employee is entitled during the current calendar year of all normal work days (exclusive of holidays) absent for sick leave as defined in 20.01 and in the event that the current year's entitlement is insufficient to permit such deduction then same shall be made from the accumulated sick leave allowance to which such employee is entitled at the commencement of the calendar year.

20.04 When an employee has used up all paid sick leave and vacation time, the Company will continue paying insured benefits, if deemed eligible by the insurer, as follows:

- (a) Insured benefits will be paid for one (1) year for an employee with service of five hundred twenty (520) weeks or more with the Company, or until age-based government-enhanced health benefits are provided, whichever is shorter.
- (b) Up to six (6) months for other employees with seniority, or until age-based government-enhanced health benefits are provided, whichever is shorter.

- 20.05 If an employee is absent for four (4) consecutive work days for any cause, referred to in 20.01 of this Article, they shall be entitled to receive sick leave as set out in Paragraph 2 of this Article provided they shall produce a Doctor's Certificate so attesting within five (5) working days from returning to work, if requested by the Company. Such certificate will indicate that the individual is fit to assume their normal duties.
- 20.06 The Company shall pay for any Doctor's Certificates requested by the Company.
- 20.07 A record of all unused sick leave will be kept by the employer for the purpose of a retirement fund. Immediately after the close of each calendar year, each employee shall review the written statement of sick leave of the employer and verify that the accumulated sick leave is correct. Any employee may inquire at any reasonable time as to the amount of sick leave allowance to which the employee is entitled.
- 20.08 An employee having attained the age of fifty five (55) years, together with seven hundred and eighty weeks (780) weeks of employment with the Company and having accrued to their credit, to a maximum of sixty (60) days, shall, on their severance of employment with the Company, receive a grant in lieu thereof, equal to such credit at the rate of such employee's pay effective immediately prior to their severance.

## **ARTICLE 21 - NOTICE BOARD**

The Company agrees to provide one Notice Board in the lunch room for the purpose of permitting the Union to post any notices or other material which it deems of interest to the membership.

## **ARTICLE 22 - CLOTHING**

### **22.01 WORKWEAR ALLOWANCE**

Full time staff will be provided with an annual workwear reimbursement of four hundred and fifty (\$450.00), upon production of receipts, to cover needed outerwear and safety boots as determined by the employee.

Seasonal employees will be provided with an annual workwear reimbursement of three hundred and seventy-five dollars (\$375.00), upon production of receipts, to cover needed outerwear and safety boots as determined by the employee.

The company agrees to reimburse the students at the end of the successful completion of their summer employment contract up to one hundred and fifty dollars (\$150.00) for the purchase of safety shoes upon the production of receipts.

## **22.02 CELL PHONE ALLOWANCE**

Alternatives for electronic communications may be provided for all staff.

Should an employee elect to utilize their personal cell phone for work related purposes, the reimbursement will be as follows:

Full Time Groundskeepers will receive an annual allowance of two hundred and forty dollars (\$240.00) (paid Oct 1), accrued at twenty dollars (\$20.00) per month, in order to facilitate essential communications.

Seasonal Groundskeeper will receive a seasonal allowance of one hundred and sixty dollars (\$160.00) (paid Oct 1), accrued at twenty dollars (\$20.00) per month, in order to facilitate essential communications.

Students will receive a monthly allowance of fifteen dollars (\$15.00), accrued monthly payable upon severance of employment.

## **ARTICLE 23 - BENEFITS FOR SEASONAL EMPLOYEES**

23.01 Seasonal Employees who have worked more than seventy-five (75) working days for the Company will be eligible for benefits as follows:

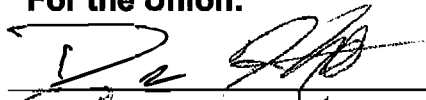
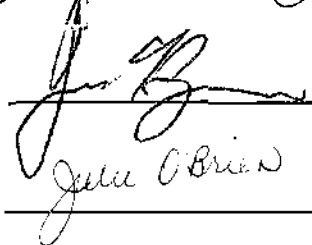
- (a) Workwear Allowance— per Article 22
- (b) Bereavement Leave – per Article 12
- (c) Sick Leave – per Article 20
- (d) Vacation – per Article 16 Vacation Grid
- (e) In lieu of all other benefits, four percent (4%) payable each pay period.

## ARTICLE 24 - DURATION OF AGREEMENT

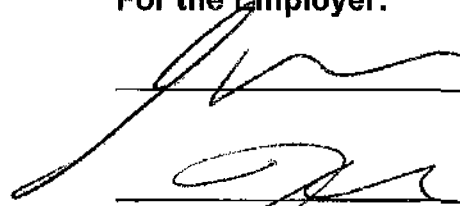
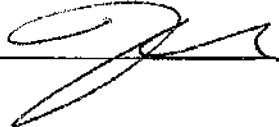
This agreement shall date from October 1, 2023 and remain in full force and effect until September 30, 2026, and thereafter from year to year unless within a period of not more than ninety (90) days or less than thirty (30) days prior to the date of expiration of this agreement either party gives notice in writing to the other party of its desire to terminate or amend this agreement. Within fifteen (15) days of the dispatch of such written notice, or such other time as may be mutually agreed, the parties hereto shall convene to negotiate a new or amended agreement.

Dated at Peterborough this 21 day of May 2024.

For the Union:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Julie O'Brien  
\_\_\_\_\_  
\_\_\_\_\_

For the Employer:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## SCHEDULE A

Classification						
<b>Student 1st year</b>						
Oct 1/23		\$ 17.05				
Oct 1/24	3%	\$ 17.56				
Oct 1/25	3%	\$ 18.09				
<b>Student Returning</b>						
Oct 1/23		\$ 17.55				
Oct 1/24	3%	\$ 18.08				
Oct 1/25	3%	\$ 18.62				
Classification						
<b>Seasonal</b>	<b>Hiring Rate</b>	<b>Complete Probation</b>	<b>1 Year Experience</b>	<b>2 Years Experience</b>	<b>3 Years Experience</b>	
Oct 1/23	3%	\$ 21.92	\$ 22.79	\$ 23.70	\$ 25.19	\$ 26.16
Oct 1/24	3%	\$ 22.58	\$ 23.47	\$ 24.41	\$ 25.95	\$ 26.94
Oct 1/25	3%	\$ 23.26	\$ 24.17	\$ 25.14	\$ 26.73	\$ 27.75
<b>Permanent FT</b>						
Oct 1/23	3%	\$ 22.45	\$ 23.70	\$ 24.25	\$ 25.49	\$ 26.68
Oct 1/24	3%	\$ 23.12	\$ 24.41	\$ 24.98	\$ 26.25	\$ 27.48
Oct 1/25	3%	\$ 23.81	\$ 25.14	\$ 25.73	\$ 27.04	\$ 28.30
<b>Lead Hand</b>						
Oct 1/23	3%	\$ 24.38	\$ 25.87	\$ 27.36	\$ 28.54	\$ 29.75
Oct 1/24	3%	\$ 25.11	\$ 26.65	\$ 28.18	\$ 29.40	\$ 30.64
Oct 1/25	3%	\$ 25.86	\$ 27.45	\$ 29.03	\$ 30.28	\$ 31.56

Base starting wage increases after successful completion of the probationary period (typically 75 working days).

Seasonal worker grid increases calculated as one year experience = 2080 hours.

**LETTER OF AGREEMENT**

between

THE LITTLE LAKE CEMETERY COMPANY

and

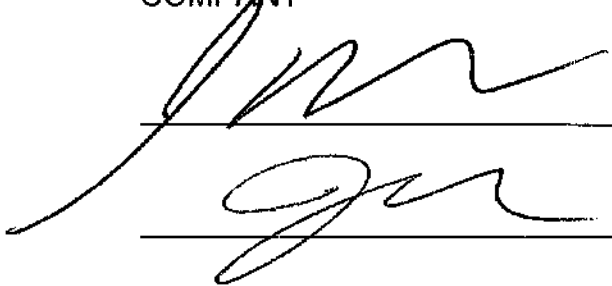
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 504.1

**Re: Student Wages**

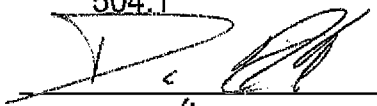
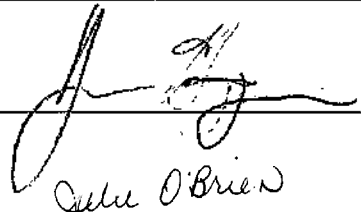
The parties agree that during the life of this Collective Agreement the Student Wage rate referred to in Schedule A will be maintained at \$0.50 (first year students) and \$1.00 (returning students) above minimum wage or at the current Collective Agreement wages, whichever is higher.

Signed in Peterborough this 21 day of May, 2024.

THE LITTLE LAKE CEMETERY  
COMPANY

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL  
504.1

  
\_\_\_\_\_  
  
Julie O'Brien  
\_\_\_\_\_