

COLLECTIVE AGREEMENT

BETWEEN

LAKEFRONT UTILITY SERVICES INC.

(hereinafter referred to as LUSI)

AND

LOCAL 25

CANADIAN UNION OF PUBLIC EMPLOYEES

(OUTSIDE AND OFFICE EMPLOYEES)

(hereinafter referred to as the Union)

FEBRUARY 1, 2023 TO JANUARY 31, 2027



**Lakefront
Utility
Services
Inc.**

CUPE
*Canadian Union
of Public Employees*

TABLE OF CONTENTS – COLLECTIVE AGREEMENT

	<u>ARTICLE</u>	<u>PAGE</u>
Allowances (Safety Footwear and Clothing)	18	14
Banked Overtime	9.3	5
Bereavement	17.4	13
Collective Agreement and Correspondence	20.5	16
Family Emergency Leave	17.6	14
General (Weather, Alcoholic Beverages, Time of Pay & Job Description)	20	15
Grievance Procedure	6	2
Health Insurance Plan	13	11
Hourly Rates	21.4	17
Hours of Work	9	4
Joint Employee Relations Committee	19.4	15
Jury or Court Witness Duty	17.5	14
Layoff and Recall	16.8	13
Lead Hand	9.9	7
Leave of Absence	17	13
Life Insurance	14	12
Management and Employee Responsibilities	8	4
Management Rights	3	1
Meal Allowance	9.6	6
Minimum Call Out	9.5	6
OMERS Pension	15	12
On-Call	9.4	5
Overall Responsible Operator (ORO)	9.8	6
Overtime	9.2	5
Paid Holidays	10	7
Provision for Arbitration	7	3
Purpose of Agreement	1	1
Relief Pay	9.10	7
Rest Period	9.11	7
Seniority and Promotion (Job Posting, Lay Off & Recall)	16	12
Sick Leave Plan (Short Term & Long Term Disability)	12	9
Status of Employees	5	2
Term of Agreement	22	19
Training	9.12	7
Union Committee & Stewards	19	15
Union Recognition	2	1
Union Security and Check Off	4	1
Vacation Entitlement	11	8
Wage Schedule/Increase (Classifications and Wage Schedules)	21	16

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.1 The Purpose of this Agreement is to maintain a harmonious relationship between LUSI and the employees, and to provide a means of settling differences through the grievance/arbitration process.

ARTICLE 2 – UNION RECOGNITION

- 2.1 LUSI agrees to recognize the Union as the sole bargaining agent in respect to hours of work, wages and working conditions set out in the Agreement for all employees, save and except the President, Vice President, Director of HR/Executive Assistant, Sr. Financial Analyst, Financial Assistant, Financial Analyst, Customer Service Supervisor, HR Generalist, Communication Coordinator, GIS Coordinator, Data Quality Control Analyst, Manager Water Treatment & Distribution, Manager Electric Distribution, Electric Distribution Supervisor, Water Distribution Supervisor, Water Treatment Supervisor and persons above the ranks so listed.
- 2.2 The Employer will not condone any discrimination, bullying or harassment of employees by any of its management staff, representatives or employees.
- 2.3 The Union will not condone any discrimination, bullying or harassment of employees by any of its members or representatives.
- 2.4 No employee shall be required to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this Collective Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.1 The Union acknowledges that except as specifically restricted by this Agreement, LUSI retains all rights to run the business and direct the working force and, not restricting the generality of the foregoing, LUSI has the right to:
 - (a) Manage its affairs, hire, promote, transfer, lay off or demote employees.
 - (b) Discipline, or discharge any employee for just cause.
- 3.2 LUSI agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Agreement and subject to the right of an employee to lodge a grievance as set forth herein.

ARTICLE 4 – UNION SECURITY AND CHECK-OFF

- 4.1 New employees (in accordance with Article 2.1) must become members within sixty (60) days of their employment and retain their membership so long as the Union is recognized as the Collective Bargaining Agent for all the employees (in accordance with Article 2.1) of LUSI.
- 4.2 LUSI agrees that it be a condition of employment whether members or non-members after the waiting period of sixty (60) days, each employee shall pay an amount equal to the monthly dues and such money shall be deducted from each pay cheque, and remitted to the Union. In consideration of this deduction, and forwarding service by LUSI, the Union agrees to indemnify and save LUSI harmless against any claim or liability arising out or resulting from the collection and forwarding of these dues.

- 4.3 LUSI will provide the Union with a listing of employees covered by this Agreement. This listing will indicate for each employee their date of hire and occupational classification. The Employer will provide notification to the Union, in writing, of the hiring of any new bargaining-unit member, defining the particulars of employment.
- 4.4 Every new employee shall be given a copy of this Collective Agreement upon joining LUSI.
- 4.5 Any employee required to appear before a representative of Management for disciplinary reasons shall be accompanied by a Steward or a local representative of the Union.

ARTICLE 5 – STATUS OF EMPLOYEES

- 5.1 **Temporary Employees** – A temporary employee is an employee hired for a period of limited duration, for relief during sick leave, vacation, maternity leave and swing shift relief, or for a position which is not likely to become a continuing position within LUSI, not to exceed six (6) months. Such period may be extended as deemed necessary by both parties. When a Paternity Leave has been granted, the notice of a temporary replacement to the Union shall suffice for the entire leave.

The hiring of a temporary employee will not result in the layoff or demotion of full-time employees. The hiring of temporary employees will not be used in any way as to eliminate continuous full-time positions.

All temporary employees, covering unionized positions, shall pay union dues after sixty (60) days worked. A temporary employee will not be entitled to the benefits provided in this Agreement except as specifically provided in this Agreement.

- 5.2 **Probationary Employees** - A probationary employee is an employee hired on trial for a period not exceeding six (6) months. During this probationary period an employee shall not be considered having regular status and will be entitled only to those provisions of this Collective Agreement specifically identified as applying to probationary employees. The probationary employee may be terminated at the sole discretion of Management without recourse to the grievance and arbitration procedure.

Management may grant a time extension to a probationary employee to meet the relocation requirements. Any extensions agreed to will include notice to the Union.

- 5.3 **Regular Employees** – If a probationary employee satisfactorily completes their probationary period of six (6) months, then that employee is deemed to be a regular employee.

If a time extension is granted to satisfy a relocation requirement, then regular status will only apply once the employee has completed the relocation. Failure to relocate within the specified time requirements may result in termination.

ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.1 It is recognized that a grievance can be settled quickest and easiest between the regular employee or group of regular employees and their immediate supervisor. It is incumbent therefore that a regular employee(s) who feels that they/they has a reasonable complaint, shall first approach their immediate supervisor with a view to settling the difference(s) in an informal manner. The Employee may request the assistance of the Union Steward.

- 6.2 All written grievances referred to in this article shall include, as a minimum, a statement of the following:
- a) The grievance
 - b) The part of the Agreement violated and shall include the circumstances giving rise to the grievance.
 - c) The redress sought

Step 1 - Any regular employee or group of regular employees having a grievance and having completed 6.1, shall make it known to the Union Steward who shall meet to consider the Union's course of action on the matter. The Union Steward shall present the written grievance to the Supervisor within seven (7) working days of the incident giving rise to the grievance, or five (5) days after return to work of the party having the grievance, and the Supervisor will then have five (5) working days following receipt of the grievance in which to render their answer in writing.

Step 2 - Failing a satisfactory settlement at Step 1, the Union Steward shall take the grievance to a problem solving meeting between the Union Steward, the Union VP, and the Department Manager. This meeting will be arranged at a time satisfactory between the two parties, but will be no later than five (5) working days from the reply to Step 1. After the problem solving meeting, the Department Manager shall have five (5) working days in which to render a decision.

Step 3 - Failing a satisfactory settlement at Step 2, within five (5) working days of the reply to Step 2, the Union Committee (the employee, Union Steward and Union VP) may take the matter up with the President. Failing a settlement at this level within five (5) working days, the grievance may then be referred to Article 7 of this Agreement.

6.3 **Group Grievance**

Where a number of Employees have the same grievance and each Employee would be entitled to grieve separately, the Union may present a group grievance in writing, within ten (10) working days after the day on which the circumstances giving rise to the complaint occurred or ought to have reasonably come to the attention of the Employees, signed by each Employee and/or Union representative, to the person designated by the Employer. The grievance shall then be treated as being initiated at Step 2 under this Article and the applicable provisions of this Agreement shall apply with respect to the treatment of such grievance.

6.4 **Policy Grievance**

Should any difference arise between the Employer and the Union as to the interpretation or alleged violation of this Agreement which could not be grieved as an individual or group grievance, the Union shall have the right to file a policy grievance within ten (10) working days after a Union steward or any officer of the Union became aware or ought to have become aware of the occurrence giving rise to the grievance. All such grievances shall be filed at Step 2 of the Grievance Procedure as provided in this Article.

6.5 **Terminations**

A claim by an Employee that they/them have been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Employer under this Article at Step 2 of the Grievance Procedure within ten (10) working days after the date of discharge or after written notice of termination has been provided to the Employee and the Union whichever is later.

ARTICLE 7 – PROVISION FOR ARBITRATION

- 7.1 Failing settlement at Step 3, any difference of opinion involving the interpretation or application of this Agreement may be submitted to arbitration.
- 7.2 When either party requests that a question be submitted to arbitration, it shall make such request in writing to the other party and at the same time inform the other party that it is the first party's intention to do so after five (5) working days. If no request for arbitration is received within ten (10) working days after the decision rendered at Step 3 is given, it shall be deemed to be abandoned or settled.

- 7.3 Along with the request for arbitration the party requesting shall submit either the name of a nominee to an arbitration board or a list of selections for a sole arbitrator. Should the parties or their nominees fail to agree on an arbitrator, the matter will be referred to the Ministry of Labour.
- 7.4 The decision of the arbitrator shall be final and binding on both parties.
- 7.5 No arbitrator or arbitration board shall have the power to alter or change any of the provisions of this Agreement or substitute any new provision for any existing provision or to provide a decision which is inconsistent with any provision of this Agreement.
- 7.6 Each party to this Agreement will bear the expense and fee of its nominee, and the parties will share equally the expenses and fee of the arbitrator or arbitration board chairman.

ARTICLE 8 – MANAGEMENT AND EMPLOYEE RESPONSIBILITIES

- 8.1 It is recognized that LUSI provides service for the safety, health, comfort and general welfare of the citizens. Therefore, the employee must be prepared at all hours of the day or night to assist in providing the many services and agree this complies with consent for overtime required by Part VII S19 of the Employment Standards Act, and any amendments thereto. .
- 8.2 Any difference of opinion of the interpretation of the terms of this Agreement will be settled in an orderly manner in accordance with Article 6 and 7.
- 8.3 There shall be no strikes or lockouts so long as this Agreement continues to operate. The definition of a strike or lockout is as dictated by the Ontario Labour Relations Act.

ARTICLE 9 – HOURS OF WORK

- 9.1 The following shall be considered straight time or regular hours.

(a) **Summer Hours**

The period from the first Monday in April to the first Friday in November, the following shall be considered straight time or regular hours:

Outside Employees

40 hours per week

Monday to Thursday 7:00 a.m. to 4:30 p.m.

with ½ hour unpaid lunch

Friday 7:00 a.m. to 11:00 a.m.

The Union acknowledges that regularly scheduled staff may perform work from 11:00 a.m. to 4:30 p.m. on Fridays.

Outside employees refers to the categories, as contained in the Hourly Rates Schedule, Electric Department, Water Treatment & Distribution Departments.

Water Treatment Plant Employees – Afternoon Shift (if required by management)

40 hours per week

Monday to Thursday 4:00 p.m. to 12:30 a.m.

Friday 10:30 a.m. to 3:00 p.m.

with ½ hour unpaid lunch.

- (b) **Winter Hours**
 The period excluding that referred to in 9.1 (a), the following shall be considered straight time or regular hours:
Outside Employees
 40 hours per week
 Monday to Friday 7:30 a.m. to 4:00 p.m.
 With ½ hour unpaid lunch
Water Treatment Plant Employees – Afternoon Shift (if required by management)
 40 hours per week
 Monday to Friday 3:30 p.m. to 12:00 a.m.
 With ½ hour unpaid lunch
- (c) **Office Employees**
 Customer Service Representatives
 35 hours per week with a ½ hour unpaid lunch
 Monday to Friday between the hours of 8:30 a.m. to 4:00 p.m.
- (d) **Office Employees Summer Hours - LUSI has the right to amend hours of work for the Customer Service Staff from the 1st pay period closest to May 1st to the end of September. If LUSI determines they want to implement summer hours, the hours shall be as follows:**
- Monday to Thursday – 8:30 a.m. to 4:30 p.m. with a ½ hour unpaid lunch
 - Friday – 8:30 a.m. to 2:00 p.m. with a ½ hour unpaid lunch

9.2 Overtime

All time worked outside the regular or normal hours as set forth in the Agreement will be classed as overtime and paid at double time except the hours between normal quitting time and 6:00 p.m. Monday to Friday, which will be paid at time and one-half.

9.3 Banked Overtime

Employees will be allowed to bank time off in lieu of overtime payment. In such cases, an employee may elect to bank one (1) hour off with pay for each hour paid outside of normal scheduled hours of work. A cap of forty (40) hours will apply to the overtime bank.

Time off will be given on an hour-for-hour basis from the overtime bank at a mutually agreed upon time. All requests for time off in lieu of pay for banked overtime are granted at the discretion of the supervisor. The supervisor will make every attempt to grant requests that do not place a burden on the department to complete scheduled work assignments or interfere with other schedules.

Vacation requests will take priority over the use of banked-time. Banked hours will not be carried forward. All hours remaining in an employee's overtime bank on December 31st will be paid in the first new pay period of January at the employee's regular rate.

9.4 On-Call

- (a) A Journeyman Lineman, a Water Distribution Employee and a Water Treatment Plant Employee will be required to perform on-call duty as determined by Management.
- (b) The normal on-call schedule for Outside Employees and Water Treatment Plant employees shall be from quitting time on Thursday to start time the following Thursday.
- (c) Qualified employees will be informed in advance of their scheduled on-call; it will be distributed on as equitable a basis as possible.
- (d) The on-call person may call another person for assistance as they deem necessary.

- (e) The daily on-call allowance shall be:

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Weekday	\$32	\$33	\$34	\$35
Weekend & Statutory Holidays	\$57	\$58	\$59	\$60

- (f) The Water Treatment Plant employee that is on-call will be required to check the Plant once per day on Saturdays, Sundays and Statutory Holidays. A weekend maintenance schedule to be performed by the on-call employee for which he will receive one and one-half (1 ½) hours at double time per day.

When the Water Treatment Plant operates on a single daily shift, the on-call allowance will be in accordance with the electric and water distribution department on-call rates.

All on-call filtration plant employees will be equipped to respond remotely to certain types of alarms. When an on-call filtration plant employee responds to an alarm remotely they will be paid a minimum of one (1) hour double time from the initial call until the logged out time and then in subsequent fifteen (15) minute increments. Calls within one (1) hour of the completion of the previous call shall be considered continuous from the start of the previous call.

9.5 Minimum Call Out

When employees are called to perform emergency response, they will be allowed a minimum of two (2) hours at the appropriate premium rate except that more than one call within two (2) hours from the start of the previous call, shall be considered as continuous time.

9.6 Meal Allowance

When an employee is required to work overtime, the employer will provide a meal allowance of fifteen dollars (\$15.00). Meal allowances will be provided (not including scheduled overtime) as follows:

- (a) When called out on emergency work when the duration of the time worked is five (5) consecutive hours, and every four (4) hours thereafter, exclusive of meal breaks, or one (1) hour before normal start time.
- (b) When working past normal quitting time, after performing a normal day's work and the duration of the time worked is three (3) hours, and every four (4) hours thereafter.

9.7 Shift Differential

When Water Treatment Plant employees are required to work shifts, a shift differential of \$0.80 per hour shall be paid.

The employer reserves the right to implement an 11:00 p.m. to 7:00 a.m. shift provided the employee receives 48 hours notice of the implementation of the shift.

It is the intent of LUSI to not use this clause as a vehicle by which to implement a regular shift. LUSI will only invoke this clause if it is necessary under emergency or unusual circumstances. Should LUSI implement an 11:00 p.m. to 7:00 a.m. shift, the person on-call would continue to perform on-call services as may be required from time to time during this time period.

9.8 Overall Responsible Operator (ORO)

When neither the Manager of Water Systems or Supervisor of Water Systems is available a Water Treatment and/or Water Distribution employee assigned by management to perform as the overall responsible operator (where appropriate, this will be the on-call operator) shall be paid a premium of fifty dollars (\$50) per weekday (Monday through Thursday) and one-hundred dollars (\$100) per day on weekends (Friday through Sunday) and Statutory Holidays for the period assigned.

9.9 LEAD HAND

An employee assigned by Management to perform Lead Hand duties shall receive an additional five percent (5%) above the Employee's rate of pay

9.10 RELIEF PAY

a) Outside

When an outside regular employee is relieving in a higher classification, upon instruction from Management, the employee shall receive the rate for that classification for all time so worked.

b) Office

When a regular office employee is relieving in a higher classification, upon instruction from Management, the employee shall receive the rate for that classification for all time so worked.

c) Acting Supervisor

When an employee is assigned by Management to an Acting Supervisor or Non-Union Position, for a period of one (1) working day or more, upon instruction from Management, they/them shall receive a rate of pay ten percent (10%) higher than the employee's regular rate.

9.11 REST PERIOD

An employee who is required to work overtime prior to the start of regularly scheduled hours of work will be permitted a paid rest period.

If an employee works any seven (7) hours after 11:00 p.m. to normal start of shift the employee will be permitted a full shift rest period. If an employee works any three (3) to seven (7) hours after 11:00 p.m. to normal start of shift the employee will be permitted five (5) hours rest period.

For employees on standby and required to drive CVOR vehicles the rest period will be consistent with the Ministry of Transportation (MTO) Hours of Service requirements.

If the overtime extends into the normal working hours, the employee will be paid for the appropriate rest period in total, as well as straight time rates for actual time worked in normal working hours.

9.12 TRAINING

LUSI has the right to adjust an employee's regularly scheduled hours of work in order to accommodate training which is a requirement of the position. If the training extends beyond the employee's normally scheduled number of hours of work, the additional time shall be compensated at the employee's overtime rate.

ARTICLE 10 – PAID HOLIDAYS

10.1 The following holidays are recognized as time off with pay for all employees:

- New Year's Day
- Family Day (3rd Monday of February)
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Half (½) working day before Christmas
- Christmas Day
- Boxing Day
- Half (½) working day before New Years
- Any other day proclaimed by Federal, Ontario or Municipal Government

When one of the above listed holidays falls on a Saturday or Sunday, the following Monday will be observed as the holiday.

- 10.2 If an employee was absent from work on the day immediately prior to the paid holiday, or fails to report for work at the start of their regular shift on the workday immediately following the paid holiday, they/them shall not receive pay for the paid holiday concerned, unless pre-arranged with Management.
- 10.3 Regular employees will be allowed two (2) floating holidays per year, pro-rated accordingly, to be taken at a time mutually agreeable between the employee and their supervisor. These two (2) floating holidays per year represent Remembrance Day and National Day for Truth and Reconciliation.

ARTICLE 11 – VACATION ENTITLEMENT

- 11.1 (a) Employees with less than one (1) year of service shall receive one (1) day for each month of service, to be taken in that calendar year.
- (b) In the year that an employee completes one (1) year of service, the employee shall be entitled to ten (10) days vacation, to be taken in that calendar year.
- (c) In the year that an employee completes three (3) years of service, the employee shall be entitled to fifteen (15) days vacation, to be taken in that calendar year.
- (d) In the year than an employee completes nine (9) years of service, the employee shall be entitled to twenty (20) days vacation, to be taken in that calendar year.
- (e) In the year that an employee completes seventeen (17) years of service, the employee shall be entitled to twenty-five (25) days vacation, to be taken in that calendar year.
- (f) In the year that an employee completes twenty-eight (28) years of service, the employee shall be entitled to thirty (30) days vacation, to be taken in that calendar year.
- 11.2 The minimum vacation allowed will be in two (2) hour increments.
- 11.3 Vacation shall be arranged by Management and the employee. All employees must submit requests for vacation by March 31st of each year and the granting of any vacations requested shall be granted based on seniority and shall be approved provided that the minimum staffing requirements for each department are met. Employees will be advised of approvals/denials of vacation requests by April 15th. Vacation requests received after the required posting period shall be considered on a first requested basis.
- 11.4 Annual Vacation Days for the previous calendar year shall be taken by March 31st of the following year.
- 11.5 For the purposes of calculating vacation time, the following shall apply:
- (a) Outside employees forty (40) hour work week, eight (8) hours will represent one (1) day.
- (b) Inside employees thirty-five (35) hour work week, seven (7) hours will represent one (1) day.
- (c) Vacation is earned in the same year that it is taken.
- 11.6 An employee's vacation pay will be reduced on a pro rata basis if:
- (a) Absent without pay for a period exceeding twenty (20) working days in the vacation accumulation period.
- (b) The employee has left LUSI's service.

- 11.7 Management has the option to match a new employee's vacation entitlement with what they were receiving up to four (4) weeks with their previous employer.

ARTICLE 12 – SICK LEAVE PLAN

- 12.1 LUSI shall have the right at any time, after three (3) consecutive working days of illness, to have an employee claiming sick pay produce a Doctor's Certification of Illness attesting to the nature of the illness or injury, the course of treatment and the prognosis for recovery.

The Employer will reimburse the employee for the cost of a medical certificate, up to twenty dollars (\$20), if requested by Management.

- 12.2 Sick Leave benefits are not payable to an employee who refuses to authorize disclosure to the insurers of any medical information required under this Collective Agreement.
- 12.3 Any employee who, because of illness or injury, is unable to report for work must notify LUSI by normal starting time.
- 12.4 The Sick Leave Plan will provide coverage during periods of illness or injury as follows:
- (a) **Short Term Coverage** – Periods of less than one-hundred-nineteen (119) consecutive calendar days.
 - (b) **Long Term Coverage** – Periods in excess of one-hundred-nineteen (119) consecutive calendar days.

12.5 Short Term Sick Leave

Short Term Sick Leave pay for regular employees for each occurrence of illness or injury, including illness resulting from pregnancy, childbirth, miscarriage or abortion is:

a) Regular Employees Hired After January 31st, 2014

The accumulation of employee's sick leave will be at the rate of one (1) day per month for each month of service commencing with the first full month of service and continuing to the final month of service, provided the employee works fifteen (15) or more days in the final month. Sick leave credits will cap at eighty-five (85) work days (119 calendar days).

Where an employee has not accumulated eighty-five (85) days of 100% paid sick leave, the difference between the accumulated 100% days and the maximum of eighty-five (85) days, shall be paid at sixty-seven percent (67%) of earnings.

Employees will not accumulate sick leave if absent from work for one (1) calendar month or more except in the case of pregnancy/parental leave.

b) Regular Employees Hired Prior to February 1st, 2014

	Length of Service	Income Security Benefits
(i)	Less than 3 months	Up to 17 weeks 75% of normal straight time wage rate
(ii)	3 months but less than 1 year	2 weeks full salary Next 15 weeks 75% of normal straight time Wage rate
(iii)	1 year but less than 2 years	4 weeks full salary Next 13 weeks 75% of normal straight time wage rate
(iv)	2 years but less than 3 years	8 weeks full salary Next 9 weeks 75% of normal straight time wage rate

(v)	3 years but less than 4 years	12 weeks full salary Next 5 weeks 75% of normal straight time wage rate
(vi)	4 years but less than 5 years	16 weeks full salary Next 1 week 75% of normal straight time wage rate
(vii)	5 years and over	17 weeks full salary 100% of normal straight time wage rate
(viii)	If the disability is new, full benefits must be reinstated no later than one (1) month after the employee returns to work.	
(ix)	If the disability is a recurrence of an earlier one, full benefits must be reinstated no later than three (3) months after the employee returns to work.	

12.6 Long Term Disability

- (a) Benefits in the long term for regular employees are those provided under the Long Term Disability Plan in Article 12.4 (b) of this Agreement and begin after the one-hundred-nineteenth (119th) day of illness at which time the Insurance Carrier shall maintain payments in the amount of the long term disability coverage at sixty-six and two-thirds percent (66 2/3%) of normal straight time monthly earnings up to a maximum of Four Thousand Dollars (\$4,000) (*Evidence of insurability, satisfactory to the insurer, is required for all amounts in excess of \$3,000) per month until the employee reaches age sixty-five (65). Long Term Disability payments will not be paid to an employee on Worker's Compensation.
- (b) For a period of time not to exceed twenty-four (24) months from the first day of non-occupational sickness or injury, the employee shall be eligible to return to the same job if capable of performing the required work. If unable to perform the required work, the employee shall be given all reasonable consideration for any available job for which the employee is able and qualified to perform.

12.7 Workplace Safety and Insurance Board (WSIB)

When an employee, through their paid employment by the Board, suffers an illness or injury which is compensable under the Workplace Safety and Insurance Act, the employee will receive payment in accordance with the Act.

For a period of time not to exceed twenty-four (24) months, only those employees on leave covered by the Workplace Safety and Insurance Board shall be given consideration for any job, if available, and if the employee is capable and qualified to perform.

LUSI, in an effort to assist employees in their time of need, agrees to provide to an employee who is establishing a claim under the Workers' Compensation Insurance Board (WSIB), bridge payments until the WSIB claim has been established and payment has been received by the employee. The employee, upon receiving payments from the WSIB, will reimburse the Employer the amount of the bridge payments received from LUSI.

12.8 General Conditions for Sick Leave Coverage

- (a) After the one-hundred-nineteenth (119th) day of illness or injury an employee's vacation or recognized holiday shall be paid and prorated only on the basis of time worked.
- (b) LUSI shall continue to pay, for a period of time not to exceed twelve (12) months from the first day of sickness or injury, the premiums for benefits in Article 13 and Article 14 of this Agreement. After the twelve (12) month period, employees on disability shall be entitled to pay the full cost of premiums in order to continue on the group plan for a further twelve (12) months.

- (c) In consideration of the benefits granted by LUSI, the employees agree to make no claim against any savings in Employment Insurance (EI) premiums resulting from the Sick Leave Plan.

ARTICLE 13 – HEALTH INSURANCE PLAN

- 13.1 LUSI agrees to pay for all regular and probationary employees one-hundred percent (100%) of the premium cost of the Insurance Carrier Semi Private Plan and the Insurance Carrier Extended Health Care Plan (\$25 per employee, family coverage, deductible per year). Coverage shall commence after the normal notification of the Carrier.
- 13.2 Included in the extended health care plan:
- (a) **Chiropractic Plan** up to a maximum of five-hundred dollars (\$500) per calendar year.
 - (b) **Naturopath** coverage up to a maximum of five-hundred dollars (\$500) per calendar year.
 - (c) **Massage Therapist** coverage up to a maximum of five-hundred dollars (\$500) per calendar year.
- 13.3 LUSI agrees to pay one hundred percent (100%) of the premium cost of the Insurance Carrier **Vision Care Plan** to a maximum coverage of three-hundred and fifty dollars (\$350) every two (2) years for adults, three-hundred dollars (\$300) every twelve (12) months for children under eighteen (18) years of age.
The Employer will reimburse **eye exam coverage** fees up to a total claim of one-hundred dollars (\$100) per family member, following proof of payment by the Insurance Carrier.
- 13.4 LUSI agrees to pay one-hundred percent (100%) of the premium cost of the Insurance Carrier **Dental Plan**, including fifty percent (50%) reimbursement of the initial cost of dentures, based on the current ODA rates for all regular and probationary employees in receipt of normal straight time wage rates from LUSI. Dental Recall Examination coverage every nine (9) months.
- 13.5 LUSI agrees to pay, subject to a fifty/fifty (50/50) co-payment between the Employer and the Employee, an **Orthodontic Benefit** for eligible dependents under nineteen (19) years of age, up to a lifetime maximum of two-thousand-five-hundred (\$2500).
- 13.6 LUSI agrees to pay these benefits for all regular and probationary employees in receipt of normal base pay from LUSI. Should Lakefront change to another benefit provider during the life of this Collective Agreement, every effort will be made to mirror existing benefits provided on date of ratification.
- 13.7 In the event of the death of an active employee, who is in receipt of benefits, the employee's current spouse and dependents will continue to have the above employee health benefits and dental coverage for a maximum of twelve (12) months or age sixty-five (65) or until they remarry, whichever comes first.
- 13.8 The Employer agrees to co-share fifty/fifty (50/50), with the employee, the cost of the income tax payroll deduction for the Ontario Health Premium.
- 13.9 **Benefits for Early Retirees**
- a) LUSI will provide an option to all employees, with a minimum ten (10) years of service with LUSI who retire on an unreduced OMERS pension, to continue participation in the Group Extended Health & Dental Benefit Plans to age sixty-five (65) paid for by LUSI providing the employee is eligible to participate in the plans.
 - b) Employees who retire, with a minimum ten (10) years of service with LUSI on a reduced OMERS pension, between the ages of fifty-five (55) and sixty-five (65), may continue to participate in the Group Extended Health & Dental Benefit Plans to age sixty-five (65), upon payment to Lakefront Utility Services Inc. the full cost of the billed premium applicable to each employee providing only that the employee is eligible to participate in such plan or plans

- c) In the event of a death of a retiree, prior to age sixty-five (65), the retiree's spouse (and any applicable dependents) may remain on the benefit plans until the retiree would have attained the age of sixty-five (65), however, they will be responsible for the full cost of the 'Retiree Benefit Coverage'.

Note: This Extended Health Coverage does not include "Out of Province" or "Out of Country" coverage.

ARTICLE 14 – LIFE INSURANCE

- 14.1 All regular employees will continue to be enrolled in LUSI's insurance plan for which LUSI pays one-hundred percent (100%) of the premiums for coverage up to one and one-half (1 ½) times salary in accordance with the terms of the policy in force.
- 14.2 Employees will be able to take advantage of the insurance options offered under the life insurance program. LUSI will pay for the basic coverage, as defined in the plan, and the employee will be responsible for the cost of the optional insurance, which will be deducted through payroll.

ARTICLE 15 – OMERS PENSION

- 15.1 All regular and probationary employees will participate in the Ontario Municipal Employees Retirement System (OMERS) basic pension plan in accordance with the OMERS regulations.
- 15.2 The Employer shall offer to all employees the option of making Additional Voluntary Contributions to OMERS and shall provide AVC payroll deductions for employees who choose to participate.

ARTICLE 16 – SENIORITY AND PROMOTION

- 16.1 Seniority shall be given special consideration in making promotions, layoffs, or re-employment, providing the qualifications and ability are satisfactory to Management. Subject to grievance procedure.
- 16.2 When a vacancy occurs within the bargaining unit it shall be posted for a period of seven (7) calendar days on the bulletin board(s) in order to give employees an opportunity to make an application for the position. The job posting will contain a job classification, required education, skills, hours of work, job requirements, department, and rate of pay.
- 16.3 Management shall not be precluded from selecting a candidate from outside the existing bargaining unit if no employee(s) have the necessary qualifications, skills and ability to perform the job. The name(s) of the successful applicant(s) shall be posted on the designated bulletin boards for five (5) calendar days.
- 16.4 When employees are promoted within the bargaining unit they shall receive a trial period not exceeding two (2) months during which time they may return/or be returned to their former job. Employees who accept a promotion out of the bargaining unit into a permanent position shall no longer be considered bargaining unit employees and have no right to return to a bargaining unit position.
- 16.5 Progression in the line, meter and water classifications are not automatic but based on the successful completion of the Electricity Distributors Association/Electricity & Utility Safety Association Lineman Certification or the successful completion of the appropriate Ontario Ministry of the Environment Water Certificate.
- 16.6 a) Seniority shall commence from the date the employee last entered the employ of LUSI as a probationary employee. Temporary employees shall not accumulate seniority.

b) Temporary employees who are hired on a full-time basis will be credited with seniority from their date last hired as a temporary employee. Seniority will be accumulated on a pro-rated basis.

- 16.7 An employee shall lose seniority and shall cease to be an employee if they:
- (a) Quits voluntarily or is discharged and such discharge is not reversed by the grievance arbitration procedure;
 - (b) Retires;
 - (c) Fails to report for work after a layoff within seven (7) working days of recall, notice of which has been mailed by registered mail to the last address of which LUSI was notified by the employee; an employee shall have their seniority frozen if laid off;
 - (d) Is absent from work because of occupational or non-occupational illness or injury for twenty-four (24) months.

16.8 **Layoff and Recall**

Prior to any layoff notice given to any employees, LUSI will meet with the Union and discuss the proposed reduction in requirement level of service and the reasons for such layoff.

Layoff will be in reverse order of seniority provided the employees retained have the skill and ability to perform the remaining jobs. Recall will be in reverse order of layoff provided the employees recalled have the skill and ability to do the required work.

Employees will receive layoff notice in accordance with the current Employment Standards Act.

ARTICLE 17 – LEAVE OF ABSENCE

17.1 **Union Consultation**

Leave of absence with pay will be granted to representatives of the Union while in consultation with LUSI on matters pertaining to the Agreement during working hours.

17.2 **Union Business**

Upon request of the Union, LUSI agrees to allow leave of absence without pay or loss of seniority to members for Union functions, provided that the leave concerned does not exceed ten (10) days. LUSI may grant a leave of absence to any employee for any reasonable request, without pay.

Such request shall be in writing two (2) weeks prior to the leave of absence if possible. Any leave of absence granted by LUSI shall be in writing. Any employee granted leave of absence shall not lose their seniority rights.

17.3 **Maternity, Paternity & Adoption Leave**

" As per Employment Standards Act"

17.4 **Bereavement**

- (a) An employee will be allowed five (5) days off with pay when a death occurs in the employee's immediate family. Immediate family means current spouse, common-law spouse, child or stepchild, or parent.
- (b) An employee will be allowed three (3) days off with pay in the event of the death of a current spouse's parent, sister, brother, grandchild, current son-in-law or current daughter-in-law.
- (c) An employee will be allowed one (1) day with pay, to regular employees, in the event of the death of a grandparent, current grandparent-in-law, current sister-in-law or current brother-in-law, for the purpose of attending the funeral on a scheduled work day.

17.5 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they/them receives for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

17.6 Family Emergency Leave

Employees within the Customer Service Representative classification shall be entitled, with pay, up to two (2) days annually for Family Emergency Leave which can be taken in minimum increments of two (2) hour allotments to address personal emergencies, involving their immediate family or parents.

ARTICLE 18 – ALLOWANCES

18.1 LUSI will provide all tools and equipment necessary to carry out the work of LUSI, each employee whose duties call for the same will be issued with tools and equipment to enable satisfactory working conditions.

Each employee will use the tools and equipment in a safe and proper manner and will provide proper care for these tools.

18.2 All regular full-time employees (as referred to in Article 5.3) will be eligible to receive the following **clothing and footwear allowance** as outlined for their department.

LUSI will contribute, per contract year, toward the replacement of CSA approved appropriate **safety footwear** (including green patch and/or OHM rating), for applicable employees. Employees will be reimbursed upon the presentation of a properly dated receipt evidencing the purchase of new safety footwear. The employee, in accepting this safety footwear allowance, agrees to wear approved safety footwear (in good condition) during all working hours.

LUSI will provide **rubber safety footwear** to all full-time permanent outside employees as required and will be replaced on an exchange basis.

Employees will be allowed to carry forward any unused boot allowance (to a maximum of one (1) year's boot allowance) to the following year.

Reimbursement by employee category will be as follows:

	2023	2024	2025	2026
Outside Employees	\$260.00	\$260.00	\$260.00	\$260

LUSI will contribute, per contract year, toward the purchase of approved appropriate **safety clothing** for each applicable employee. The employee, in accepting this safety clothing allowance, agrees to wear approved safety clothing (in good condition) as required.

	2023	2024	2025	2026
Electric Distribution	\$660.00	\$660.00	\$660.00	\$660.00
Water Distribution	\$410.00	\$410.00	\$410.00	\$410.00

18.3 LUSI will provide **office staff** on an annual basis, with an allowance of up to one-hundred dollars (\$100), for the purchase of suitable LUSI branded clothing.

18.4 LUSI will supply protective equipment for use against live conductors, including rubber gloves, line hose and rubber blankets.

18.5 Safety hats and safety equipment provided by LUSI shall be worn and used during working hours by employees that have been issued such equipment. Failure to comply with these regulations, the employee shall be subject to disciplinary action as the Management and LUSI see fit.

- 18.6 The current accident prevention rule book IHSA and such other safety rules as Management may stipulate from time to time shall be observed by all employees.
- 18.7 LUSI will provide **Water Treatment employees**, on an annual basis, with an allowance of up to two-hundred-fifty (\$250), for the purchase of suitable LUSI branded clothing.

ARTICLE 19 – UNION COMMITTEE & STEWARDS

- 19.1 LUSI acknowledges the right of the Union to appoint or otherwise select Committees and Stewards in accordance with the selections of this Article. The Union shall advise the Management of the personnel serving on these Committees and also the names of the Stewards.

LUSI will recognize a **Negotiating Committee** comprised of five (5) Union representatives as follows:

- 1 – CUPE National Representative
- 1 – Local CUPE Executive Representative (President/Vice-President)
- 1 – Representative each from Electric, Water and Office for a two (2) day period.

If negotiations continue beyond the second day, the Union will incur the cost of the fourth (4th) local representative, or choose to have one less committee member.

- 19.2 The Union acknowledges that Stewards, members of the Committee and Union Officers have regular duties to perform on behalf of LUSI. Such persons shall not leave their regular duties without receiving permission from their Supervisor and such permission shall not be unreasonably withheld.

When resuming their regular duties they shall report to their Supervisor.

It is clearly understood that Stewards and other Union Officials shall not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees up to but not including arbitration. In accordance with this, the Management shall not make any pay deduction from such employees for the time spent in handling grievances and meetings with Management. This does not apply to the time spent on such matters outside regular working hours.

- 19.3 Notwithstanding the above, it is understood in the absence of a water, electric and/or office representative, the Union shall appoint or elect a replacement representative.

19.4 **Joint Employee Relations Committee**

Management and the Union recognize the importance of maintaining employee and employer relations and to that end agree to participate in semi-annual meetings, or as may be required from time to time, to discuss matters of mutual interest to improve their relationship. The Committee shall consist of the President and HR/Administrator, representing Management, and the CUPE Local Executive Member (President/Vice-President) and the Union Steward, representing the Union.

ARTICLE 20 – GENERAL

20.1 **Inclement Weather**

LUSI will provide alternative work, for employees who usually work outside during inclement weather. Inclement weather will be determined by Management.

When it is necessary for employees to work in inclement weather, Management will provide suitable rainwear.

20.2 **Alcoholic Beverages**

It is the policy of LUSI that no employee will use alcoholic beverages during working hours. Failure to observe this policy will result in disciplinary action up to and including discharge.

- 20.3 Time of Pay**
Employees will be paid by direct bank deposit every two weeks on Thursday, before noon, except in circumstances beyond the control of LUSI.
- 20.4 Job Description**
The Employer will provide the employee with a copy of their job description. Any amended job descriptions will be provided to the employee within fifteen (15) days of finalizing any changes. Human Resources will review job descriptions with the employee and their supervisor every two (2) years, unless a major change requires an immediate review.
- 20.5 Collective Agreement & Correspondence**
- (a) The Employer will supply the CUPE National Representative with two (2) signed original copies of this Agreement and four (4) additional copies and will further supply each employee with a copy of this Agreement within thirty (30) days from the date of signing by both parties.
- (b) All Correspondence between the parties and arising out of this Agreement or incidental thereto shall pass to and from the Chief Executive Officer or their designate and the Vice-President of the Union or their designate.

ARTICLE 21 – CLASSIFICATION AND WAGE SCHEDULE

21.1 Electric Department

- | | |
|------------------------------|---|
| a) Journeyman Lineman | 100% of Journeyman Lineman Rate |
| Apprentice 'A' | Fourth 2000 hours of service—90% of Journeyman Lineman Rate |
| Apprentice 'B' | Third 2000 hours of service—85% of Journeyman Lineman Rate |
| Apprentice 'C' | Second 2000 hours of service—80% of Journeyman Lineman Rate |
| Apprentice 'D' | First 2000 hours of service—70% of Journeyman Lineman Rate |

Progressions are not automatic to the full **Journeyman Lineman** rate but are based on the successful completion of the 8000 hours and the Infrastructure Health & Safety Association Training Program.

- | | |
|-----------------------------------|--------------------------------------|
| b) Distribution Technician | 100% of Distribution Technician Rate |
| 3 rd Year | 90% of Distribution Technician Rate |
| 2 nd Year | 80% of Distribution Technician Rate |
| 1 st Year | 70% of Distribution Technician Rate |

Progressions are not automatic to the full **Distribution Technician** rate but are based on annual performance evaluations that indicate continued development in the position.

21.2 Office Employees

New Hires in the classification of Customer Service Representative will have a progressive wage schedule from new hire to an accepted level of competency:

- | | |
|----------------|--------------|
| New Hire | 85% of Rate |
| After 6 months | 100% of Rate |

21.3 General Wage Increase

- | | |
|---------------------------------|----|
| February 1 st , 2023 | 3% |
| February 1 st , 2024 | 3% |
| February 1 st , 2025 | 3% |
| February 1 st , 2026 | 3% |

21.4 HOURLY RATES

	Feb 1/23	Feb 1/24	Feb 1/25	Feb 1/26
Electric Department				
Sub-Foreman	\$ 47.66	\$ 49.09	\$ 50.56	\$ 52.08
Journeyman Lineman	\$ 43.32	\$ 44.62	\$ 45.96	\$ 47.34
Distribution Technician	\$ 43.32	\$ 44.62	\$ 45.96	\$ 47.34
Labourer *	\$ 28.23	\$ 29.08	\$ 29.95	\$ 30.85

Water Treatment & Distribution Departments

Water Department	Feb 1/23	Feb 1/24	Feb 1/25	Feb 1/26
Operator In Training (OIT)	\$ 26.21	\$ 27.00	\$ 27.81	\$ 28.64
Class I Operator	\$ 29.50	\$ 30.39	\$ 31.30	\$ 32.24
Class II Operator	\$ 36.76	\$ 37.86	\$ 39.00	\$ 40.17
Class II Operator w/Class III Exam	\$ 37.20	\$ 38.32	\$ 39.47	\$ 40.65
Class III Operator	\$ 38.39	\$ 39.54	\$ 40.73	\$ 41.95
Water Treatment Electrician/Operator w/OIT WT License	\$ 36.75	\$ 37.85	\$ 38.99	\$ 40.16
Water Treatment Electrician/Operator w/Class I WT License **	\$ 38.39	\$ 39.54	\$ 40.73	\$ 41.95
Water Compliance Coordinator	\$ 38.39	\$ 39.54	\$ 40.73	\$ 41.95
Water Treatment Distribution Operator In Training (OIT)	\$ 26.21	\$ 27.00	\$ 27.81	\$ 28.64
Water Treatment Distribution Operator Class I	\$ 29.50	\$ 30.39	\$ 31.30	\$ 32.24
Water Treatment Distribution Operator Class II	\$ 36.76	\$ 37.86	\$ 39.00	\$ 40.17
Water Treatment Distribution Operator Class II Operator w/Class III Exam	\$ 37.20	\$ 38.32	\$ 39.47	\$ 40.65
Water Treatment Distribution Operator Class III	\$ 38.39	\$ 39.54	\$ 40.73	\$ 41.95
Locator	\$ 30.64	\$ 31.56	\$ 32.51	\$ 33.48
Labourer *	\$ 28.23	\$ 29.08	\$ 29.95	\$ 30.85

** Water Treatment Electrician/Operator –additional upgrades to license classifications are \$0.39/hour/class to maximum Class 3 Certification.

For each progression in Classification, the level of responsibility will increase. The Operator will be required to obtain the minimum certification of the Cobourg Water Treatment or Water Distribution System to attain Journeyman Status. A maximum of two (2) years will be allowed to attain the next level of certification until Journeyman status has been attained.

* Increments/increases based on ability and performance.

Any Operator holding a Class 3 in Water Treatment will be paid an additional:

- \$.20 for a Class 1 WDS Certification
- \$.60 for a Class 2 WDS Certification
- \$.80 for a Class 3 WDS Certification.

or

Any Operator holding a Class 3 in Water Distribution and Supply will be paid an additional:

- \$.20 for a Class 1 WT Certification
- \$.60 for a Class 2 WT Certification
- \$.80 for a Class 3 WT Certification

Office Employees	Feb 1/23	Feb 1/24	Feb 1/25	Feb 1/26
Customer Service Representatives	\$ 31.63	\$ 32.58	\$ 33.56	\$ 34.57

Temporary Employee

Temporary Employee (minimum 75% of Classification)

ARTICLE 22 – TERM OF AGREEMENT

This Agreement shall be operative for a period of four (4) years dating from February 1st, 2023, expiring January 31st, 2027.

Dated at Cobourg, Ontario this 8th day of MARCH, 2023.

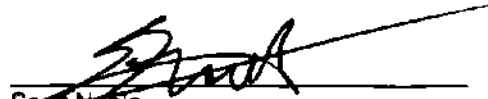
Signed on behalf of LUSI

Signed on behalf of the Union

Lorna Proulx

Lorna Proulx (Mar 2, 2023 09:38 AST)

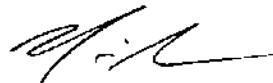
Lorna McGrath
HR Services Consultant



Scott Noble
Vice-President

Paola Garcia

Paola Garcia
Human Resources Generalist

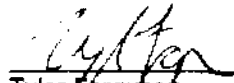


Nick Cunningham
Bargaining Committee Representative

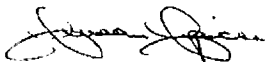
Adam Giddings

Adam Giddings (Mar 3, 2023 15:59 EST)

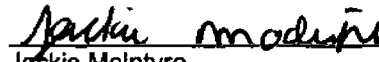
Adam Giddings
Vice President Regulatory Finance



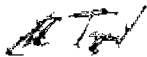
Tyler Ferguson
Bargaining Committee Representative



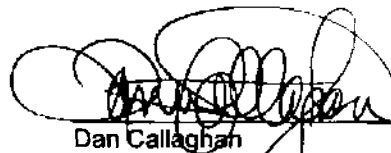
Susan Spicer
Corporate Secretary



Jackie McIntyre
Bargaining Committee Representative



Adam Taggart
Supervisor of Water Systems



Dan Callaghan
C.U.P.E Local 25 National Representative