

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, 2010 TO JANUARY 31, 2014

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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, Corporate Secretary, Vice President, Treasurer, Financial Assistant, Manager of Information Systems, Office Supervisor, Administrative Assistant, Forepersons (Electric and Water) 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.

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 All future 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 every pay cheque, and remitted to the Secretary-Treasurer of the Union. The Union agrees to keep LUSI informed of the name of the Secretary-Treasurer, and to give one (1) month's notice of any change in the amount of dues to be deducted.
- 4.3 LUSI will provide the Union with a listing of employees covered by this Agreement. This listing will indicate for each employee his/her date of hire and occupational classification. The Employer will provide notification to the Union, in writing, of the engagement 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 When Management holds a disciplinary meeting with an employee, the Union Steward shall be present.

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.

- 5.3 **Regular Employees** – If a probationary employee satisfactorily completes his/her 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 Complaints and grievances shall be dealt with in the following manner and all grievances must be in writing and recorded within seven (7) working days of the alleged grievances.

The employee shall take the complaint up with their Supervisor verbally. Failing satisfactory settlement, the employee shall proceed to Step 1.

6.2 **Step 1**

The employee, accompanied by a Steward, shall take the grievance up with the Supervisor. Failing settlement within five (5) working days the Union may proceed to Step 2.

Step 2

The employee, within five (5) working days of the reply of Step 1, accompanied by a Steward, may take the matter up with the President. Failing settlement within five (5) working days the Union may proceed to Step 3.

Step 3

Within five (5) working days of the reply to Step 2, the employee, accompanied by the Steward and/or a Representative of the Union, may take the matter up with the President, at which time any or all of the people concerned may be present. Failing a settlement at this level within seven (7) working days, the grievance may then be referred to Article 7 of this Agreement.

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 S20(3) of the Employment Standards Act.
- 8.2 The responsibility of providing the services to our customers is mutual to both LUSI and the employees and necessitates that 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. 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) **Outside Employees**

40 hours per week
Monday to Thursday 7:00 a.m. to 4:30 p.m.
with ½ hour for 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 Distribution Department and the Electric and Water Departments combined.

(b) **Water Treatment Plant Employees**

40 hours per week
Day Shift
Monday to Thursday 7:00 a.m. to 4:30 p.m.
with ½ hour for lunch.
Friday 7:00 a.m. to 11:00 a.m.

Afternoon Shift
Monday to Thursday 4:00 p.m. to 12:30 a.m.
Friday 11:00 a.m. to 7:30 p.m.
with ½ hour for lunch.

(c) **Office Employees**

Cashier & Clerks
33 ¾ hours per week with ¾ hour for lunch

Assistant Cashier/Receptionist
35 hours per week with ½ hour for lunch

Monday to Friday between the hours of (as per schedule) 8:30 a.m. to 4:30 p.m.

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.

Once time is banked, no payment will be made for time worked until such time as the employee ceases to become an employee of LUSI, at such time the employee will be paid at the current rate of pay. Time off will be given on an hour-for-hour basis from the overtime bank at a mutually agreed upon time.

It is understood that such days off will be taken in a manner consistent with the efficient operation of LUSI as determined by Management.

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 Friday to start time the following Friday. If Friday is a Statutory Holiday, on-call will commence at the normal start time on Friday. On any subsequent calls during the following week they are to be called first.

(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>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Weekday	\$22	\$23	\$24	\$25
Weekend & Statutory Holidays	\$47	\$48	\$49	\$50

(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.

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 twelve (\$12.00) Dollars. 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 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.

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 working day before Christmas
Christmas Day
Boxing Day
Half 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 All employees must work the regular day preceding and the next regular day following any of the Paid Holidays listed in Article 10.1 to receive pay for the holiday, unless pre-arranged with Management.
- 10.3 Regular employees will be allowed one floating holiday per year to be taken at a time mutually agreeable between the employee and his/her supervisor.

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, to a maximum of ten (10) days.
- (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 four (4) 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 ten (10) 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) Effective February 1st, 2013, 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 for Outside Staff will be in (1) day blocks except in special cases when a half (1/2) day may be allowed. Minimum vacation allowed for Office Staff will be two (2) hour blocks.
- 11.3 Vacation shall be arranged by Management and the employee.
- 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 (40 hour work week), 8 hours will represent 1 day.
 - (b) Inside employees (33 ¾ hour work week), 6 ¾ hours will represent 1 day.
 - (c) Assistant Cashier/Receptionist (35 hour work week), 7 hours will represent 1 day.
 - (d) 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.
 - (c) The employee has left LUSI's service.

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 (\$20) dollars, 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 and nineteen (119) consecutive calendar days.
 - (b) Long Term Coverage – Periods in excess of one hundred and 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:

	Length of Service	Income Security Benefits
(a)	Less than 3 months	Up to 17 weeks 75% of normal straight time wage rate
(b)	3 months but less than 1 year	2 weeks full salary Next 15 weeks 75% of normal straight time wage rate
(c)	1 year but less than 2 years	4 weeks full salary Next 13 weeks 75% of normal straight time wage rate
(d)	2 years but less than 3 years	8 weeks full salary Next 9 weeks 75% of normal straight time wage rate
(e)	3 years but less than 4 years	12 weeks full salary Next 5 weeks 75% of normal straight time wage rate
(f)	4 years but less than 5 years	16 weeks full salary Next 1 week 75% of normal straight time wage rate
(g)	5 years and over	17 weeks full salary 100% of normal straight time wage rate
(h)	If the disability is new, full benefits must be reinstated no later than one (1) month after the employee returns to work.	
(i)	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 and 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 (66 2/3%) percent of normal straight time monthly earnings up to a maximum of Three Thousand (\$3,000) Dollars 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 his/her 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.

12.8 **General Conditions for Sick Leave Coverage**

- (a) After the one hundred and 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 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 months.
- (c) In consideration of the benefits granted by LUSI, the employees agree to make no claim against any savings in UIC 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 (100%) percent of the premium cost of the Sun Life Insurance Semi Private Plan and the Sun Life Insurance 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 \$500 per calendar year.
- (b) **Naturopath** coverage up to a maximum of \$500 per calendar year.
- (c) **Massage Therapist** coverage up to a maximum of \$500 per calendar year.

- 13.3 LUSI agrees to pay one hundred (100%) percent of the premium cost of the Sun Life Insurance **Vision Care Plan** to a maximum coverage of three hundred and fifty (\$350) dollars every two years for adults, three hundred (\$300) dollars every twelve (12) months for children under eighteen (18) years of age.

The employer will increase **eye exam coverage** from fifty (\$50) dollars to one hundred (\$100) dollars per family member. The employer has the option of self-insuring the increased benefit.

- 13.4 LUSI agrees to pay one hundred (100%) percent of the premium cost of the Sun Life Insurance **Dental Plan**, including 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 9 months.

- 13.5 LUSI agrees to pay one hundred (100%) percent of the premium cost of the Sun Life Insurance **Orthodontics Plan** to a maximum of two thousand five hundred (\$2500) dollars Lifetime, fifty (50%) percent co-insurance. Management has the option of self-administering the orthodontic benefit.
- 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 dependants 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 (50/50), with the employee, the cost of the income tax payroll deduction for the Ontario Health Premium.
- 13.9 Benefits for Retirees
- a) Employees who retire on a reduced pension between the ages of fifty-five (55) and sixty-five (65), may continue to participate in the Group Extended Health Benefits Plan 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.
 - b) Lakefront will provide an option to all employees who retire on an unreduced pension from the Ontario Municipal Employees Retirement System to the age of sixty-five (65) years to continue Group Extended Health Benefits Plan for the employee, at Lakefront's cost providing the employee is eligible to participate in the plans.
 - c) In the event of a death of a retiree, prior to age 65, the retiree's spouse (and any applicable dependents) may remain on the benefit plan until the retiree would have attained the age of 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" 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 (100%) percent 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.

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, 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 they shall receive a trial period not exceeding two (2) months during which time they may return or be returned to their former job.
- 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 Seniority shall commence from the date the employee last entered the employ of LUSI as a probationary employee. Temporary employees shall not accumulate seniority.
- 16.7 An employee shall lose seniority and shall cease to be an employee if he or she:
- (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 his or her 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**
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.
- 16.9 Management has the option to credit a new employee with a portion of the employee's previous relevant experience with respect to calculating vacation entitlement only.

ARTICLE 17 – RELIEF PAY

17.1 Outside

When an outside regular employee is relieving in a higher grade for a period of more than one (1) working day upon instructions from Management he/she shall receive the rate for that classification for all time so worked.

17.2 Office

When a regular office employee is relieving in a higher classification for a period of one (1) working day or more, upon instruction from Management, the employee shall receive the rate for that classification for all time so worked.

17.3 Acting Foreperson

When an employee is assigned by Management to an Acting Foreperson position for a period of one (1) working day or more, he/she shall receive a rate of pay ten (10%) percent higher than the employee's regular rate.

ARTICLE 18 – LEAVE OF ABSENCE

18.1 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.

18.2 Union Functions

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 his/her seniority rights.

18.3 Maternity, Paternity & Adoption Leave

" As per Employment Standards Act"

18.4 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.
- (b) An employee will be allowed three (3) days off with pay in the event of the death of a parent, 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.

18.5 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 his/her normal earnings and the payment he/she 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.

18.6 Compassionate Leave

Employees within the "Office Employees" classification (Cashier, Clerk, Assistant Cashier/Receptionist) shall be entitled, with pay, up to one and one half (1 1/2) days annually for Compassionate Leave which can be taken in increments up to the one and one half (1 1/2) days allotment to address personal emergencies or personal family matters involving their immediate family or parents. Effective February 1st, 2013 the allowance will be increased to two (2) days.

ARTICLE 19 – ALLOWANCES

- 19.1 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.

- 19.2 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 for the Linemen, Water Distribution and Water Treatment Operators 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:

	2010	2011	2012	2013
Electric Distribution	\$210.00	\$215.00	\$220.00	\$230.00
Water Distribution	\$210.00	\$215.00	\$220.00	\$230.00
Others	\$185.00	\$190.00	\$195.00	\$200.00

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.

	2010	2011	2012	2013
Electric Distribution	\$500.00	\$525.00	\$550.00	\$600.00
Water Distribution/Metering	\$300.00	\$300.00	\$325.00	\$350.00

- 19.3 LUSI will provide an annual allowance of One Hundred (\$100.00) Dollars to the Office Staff for the purchase of suitable clothing.
- 19.4 LUSI will supply protective equipment for use against live conductors, including rubber gloves, line hose and rubber blankets.
- 19.5 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.

19.6 The current accident prevention rule book E&USA and such other safety rules as Management may stipulate from time to time shall be observed by all employees.

19.7 LUSI will supply the Stockkeeper with a shop coat.

19.8 Water Treatment Plant Employees will be issued two (2) pair (non-orange work-wear) coveralls and replaced on an as-needed basis.

Information Note: Each employee presently has been issued one (1) pair.

ARTICLE 20 – UNION COMMITTEE & STEWARDS

20.1 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 2-day period.

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

20.2 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.

20.3 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.

20.4 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 Corporate Secretary, representing Management, and the CUPE Local Executive Member (President/Vice-President) and the Union Steward, representing the Union.

ARTICLE 21 – GENERAL

21.1 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.

21.2 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.

21.3 Time of Pay

Employees will be paid for their time worked from the end of the normal workday Friday, to the end of the normal workday Friday, by 4:00 p.m. on the following Thursday. In the event of a Statutory Holiday falling on a normal pay day, an estimated pay will be issued on the nearest work day prior to the Statutory Holiday.

ARTICLE 22 – CLASSIFICATION AND WAGE SCHEDULE

22.1 Electric Department

Journeyman Lineman	100% of Journeyman Lineman Rate
Learner Lineman 'A'	Fourth 2000 hours of service–90% of Journeyman Lineman Rate
Learner Lineman 'B'	Third 2000 hours of service–85% of Journeyman Lineman Rate
Learner Lineman 'C'	Second 2000 hours of service-80% of Journeyman Lineman Rate
Learner Lineman 'D'	First 2000 hours of service-70% of Journeyman Lineman Rate

Progressions are not automatic to the Journeyman Lineman 'A' rate but are based on the successful completion of the 8000 hours, Electricity Distributors Association/Electricity & Utility Safety Association Training Programs.

22.2 Electric & Water Departments

Engineering Technologist	100% of Engineering Technologist Rate
Engineering Technologist Learner 'A'	Fourth 2000 hours of service 90% of Engineering Technologist Rate
Engineering Technologist Learner 'B'	Third 2000 hours of service 85% of Engineering Technologist Rate
Engineering Technologist Learner 'C'	Second 2000 hours of service 80% of Engineering Technologist Rate
Engineering Technologist Learner 'D'	First 2000 hours of service 70% of Engineering Technologist Rate

22.3 Office Employees

New Hires in all classifications within the office (Cashier, Clerk, Assistant Cashier/Receptionist) have a progressive wage schedule from new hire to an accepted level of competency:

24 months	100% of Rate
18 months	90% of Rate
12 months	80% of Rate
6 months	70% of Rate
New Hire	60% of Rate

* Increments/Increases are based on ability and performance.

22.4 General Wage Increase

February 1 st , 2010	3%
February 1 st , 2011	3%
February 1 st , 2012	3%
February 1 st , 2013	3%

22.5 HOURLY RATES

	Feb 1/10	Feb 1/11	Feb 1/12	Feb 1/13
Electric Department				
Journeyman Lineman	\$32.51	\$33.49	\$34.49	\$35.52
Driver Handyman	\$24.88	\$25.63	\$26.40	\$27.19
Labourer *	\$21.19	\$21.83	\$22.48	\$23.15

Water Treatment & Distribution Departments				
Operator In Training (OIT)	\$19.67	\$20.26	\$20.87	\$21.50
Class I Operator	\$22.15	\$22.81	\$23.49	\$24.19
Class II Operator	\$27.58	\$28.41	\$29.26	\$30.14
Class II Operator w/Class III Exam	\$27.92	\$28.76	\$29.62	\$30.51
Class III Operator	\$28.81	\$29.67	\$30.56	\$31.48
Safety/Special Projects/Water Oper.	\$30.90	\$31.83	\$32.78	\$33.76
Labourer *	\$21.19	\$21.83	\$22.48	\$23.15

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.

Electric & Water Departments Combined				
Stockkeeper	\$24.62	\$25.36	\$26.12	\$26.90
Customer Service Representative	\$25.95	\$26.73	\$27.53	\$28.36
Engineering Technologist	\$28.92	\$29.79	\$30.68	\$31.60

New hires in the classification of Stockkeeper and Customer Service Representative have a progressive wage schedule from new hire to an accepted level of competency.

Increments/Increases are based on ability and performance.

24 months	100% of Rate
12 months	85% of Rate
New Hire	75% of Rate

Office Employees				
Cashier **	\$26.89	\$27.70	\$28.53	\$29.39
Clerk	\$23.74	\$24.45	\$25.18	\$25.94
Assistant Cashier/Receptionist	\$20.10	\$20.70	\$21.32	\$21.96

** It is agreed that upon the retirement of the Cashier, the position becomes rated as a Clerk position at the Clerk rate.

Temporary Employee

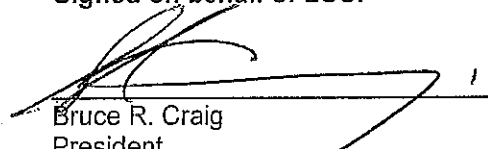
Temporary Employee (minimum 75% of Classification)

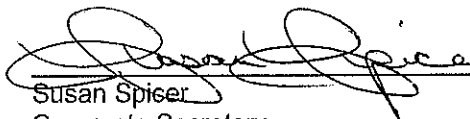
ARTICLE 23 – TERM OF AGREEMENT

23.1 This agreement shall be operative for a period of four (4) years dating from February 1st, 2010 and expiring January 31st, 2014.

Dated at Cobourg, Ontario this 22nd day of SEPTEMBER, 2010.

Signed on behalf of LUSI

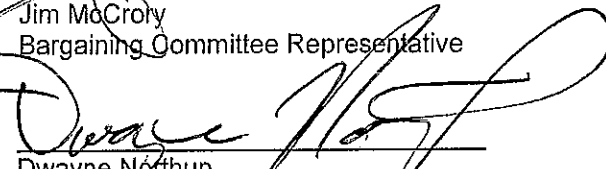

Bruce R. Craig
President


Susan Spicer
Corporate Secretary

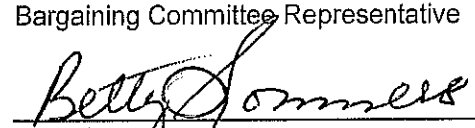
Signed on behalf of the Union


Garth Beer
Vice-President


Jim McCrory
Bargaining Committee Representative


Dwayne Northup
Bargaining Committee Representative


Susan O'Neil
Bargaining Committee Representative


Betty Sommers
CUPE National Representative

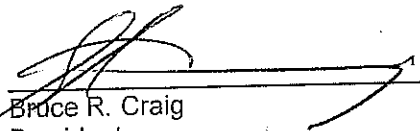
LETTER OF UNDERSTANDING – BENEFITS

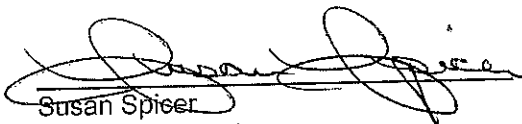
The employee listed below will be entitled to receive twenty-four (24) months of benefits under Article 13, notwithstanding Article 12.8 (b) of the Collective Agreement:

W. Bowman

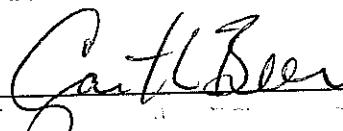
Dated at Cobourg, Ontario this 22ND day of SEPTEMBER, 2010.

Signed on behalf of LUSI


Bruce R. Craig
President

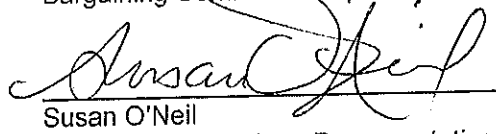

Susan Spicer
Corporate Secretary


Signed on behalf of the Union


Garth Beer
Vice-President


Jim McCrory
Bargaining Committee Representative


Dwayne Northup
Bargaining Committee Representative


Susan O'Neil
Bargaining Committee Representative


Betty Sommers
CUPE National Representative

LETTER OF UNDERSTANDING – SHIFT DIFFERENTIAL

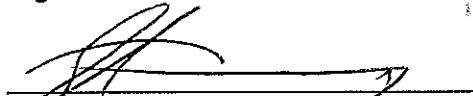
Re: Article 9.7 Shift Differential

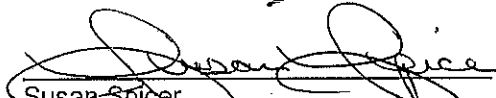
For further clarification of Article 9.7 and its reference to LUSI's right to implement an 11:00 p.m. to 7:00 a.m. shift, it is the intent of LUSI to not use this clause as a vehicle by which to implement a regular shift. LUSI will only invoke this clause if it is necessary under emergency or unusual 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.


Dated at Cobourg, Ontario this 22ND day of SEPTEMBER, 2010.


Signed on behalf of LUSI



Bruce R. Craig
President



Susan Spicer
Corporate Secretary


Signed on behalf of the Union


Garth Beer
Vice-President


Jim McGroarty
Bargaining Committee Representative


Dwayne Northup
Bargaining Committee Representative


Susan O'Neil
Bargaining Committee Representative

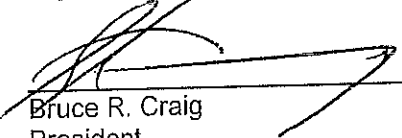

Betty Sommers
CUPE National Representative

LETTER OF UNDERSTANDING – WSIB CLAIMS

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.

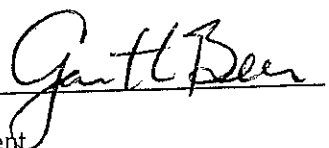
Dated at Cobourg, Ontario this 22ND day of SEPTEMBER, 2010.

Signed on behalf of LUSI


Bruce R. Craig
President

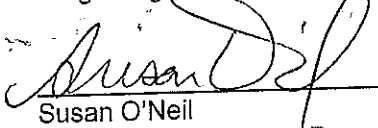

Susan Spicer
Corporate Secretary

Signed on behalf of the Union


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Bargaining Committee Representative


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Susan O'Neil
Bargaining Committee Representative


Betty Sommers
CUPE National Representative

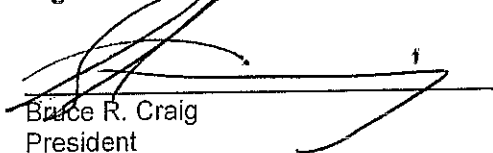
LETTER OF UNDERSTANDING – CROSS-TRAINING HOURLY RATE ADDERS

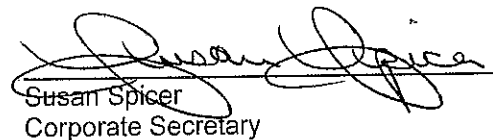
The following people have an 'adder' to their rate as detailed below:

Employee	Hourly Adder	Qualification
Bob Cowin	\$.30	Class 3 WD Exam + Class 1 WT Exam
Rob Fisher	\$.30	Class 1 WT Exam
Earl McGinn	\$.30	Class 1 WT Exam
Darren Hanbidge	\$.30	Class 1 WT Exam

Dated at Cobourg, Ontario this 22ND day of SEPTEMBER, 2010.

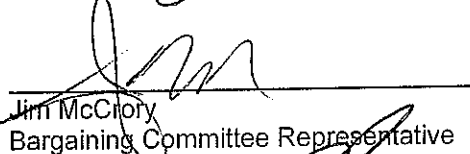
Signed on behalf of LUSI


Bruce R. Craig
President


Susan Spicer
Corporate Secretary

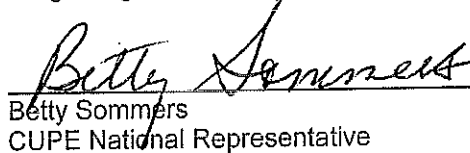
Signed on behalf of the Union


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