



CLEARVIEW
TOWNSHIP

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES and Its LOCAL 1217

2024-2028

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This Agreement effective this 1st day of April 2024 and is effective until March 31st, 2028.

-Between-

The Corporation of the Township of Clearview
(hereinafter referred to as the "Corporation")

OF THE FIRST PART

-and-

The Canadian Union of Public Employees and its Local 1217
(hereinafter referred to as the "Union")

OF THE SECOND PART

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Corporation and its employees and to provide machinery for the prompt and equitable disposition of grievances and to maintain and establish wages, hours of work and other working conditions as herein provided.

ARTICLE 2 - RECOGNITION

- 2.01 The Corporation recognizes the Union as the sole and exclusive bargaining agent for all employees and Crossing Guards of the Corporation of the Township of Clearview save and except foreman, persons above the rank of foreman, office, clerical, fire, library, pool employees, students employed during the school vacation period and students employed for a cooperative or government sponsored work program with a Community College or University.
- 2.02 The word "employee" or "employees" wherever used in this Agreement shall mean only the employees in the bargaining unit defined above unless the context otherwise provides.
- 2.03 No employee shall, except with concurrence of the Union, be required or permitted to make a written or verbal agreement with the Corporation or its representatives. Under no circumstances may an employee bypass any provision of the Collective Agreement by taking their problems directly to the Council or Municipality or to any member of that Council. Under no circumstances shall Council provide direction to staff without prior knowledge of the Corporation.
- 2.04 Non-Union employees (excluding those students referred to in Article 2.01) whose jobs are not in the Bargaining Unit shall not be assigned and/or perform work which is included in the Bargaining Unit except in cases of instruction, emergency including situations that could result in significant damage to/loss of property or when mutually agreed upon in writing by both parties.

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.01 The Union acknowledges that it is exclusively the function of the Corporation to:
- (1) Maintain order, discipline and efficiency;
 - (2) Hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees subject to the provisions of this Agreement provided that a claim of discriminatory promotion, demotion or layoff or that an employee has been suspended or discharged without just cause, may be treated as a grievance as provided under the Grievance Procedure;
 - (3) Maintain and enforce rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of the employees, and
 - (4) Generally, to manage the Corporation and without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance of all employees, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the Corporation's operation not otherwise specifically dealt with elsewhere in this Agreement.
- 3.02 (a) The Corporation agrees that these functions shall not be exercised in a manner inconsistent with the provisions of this Agreement or of the Ontario Human Rights Code or other employment-related statutes.

ARTICLE 4 - RELATIONSHIP

- 4.01 The Corporation and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.
- 4.02 No individual employee or group of employees shall undertake to represent the Union at meetings with the Corporation without proper authorization of the Union.

ARTICLE 5 - UNION SECURITY

- 5.01 All future employees of the Corporation affected by this Agreement as a condition of continuing employment shall become members in good standing of the Union and shall continue to maintain their good standing.
- 5.02 The Corporation agrees to acquaint new employees with the fact that a Collective Agreement is in effect and provide the new employee with a copy of the Collective Agreement.
- 5.03 A representative of the Union shall be given an opportunity to meet with each new employee including Part-time and Seasonal employees, who are subject to the Collective Agreement within the regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Union.

ARTICLE 6 - CHECK-OFF OF UNION DUES

- 6.01 The parties agree to a mandatory irrevocable check-off of Union dues from the pay of all bargaining unit employees. Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made. A copy of this list shall be forwarded by the Corporation to the National Headquarters of the Canadian Union of Public Employees.
- 6.02 The Union shall indemnify and save the Corporation harmless from any claims, suits, judgments, attachments and from any other form of liability as a result of the Corporation making any deductions in accordance with the foregoing authorizations and assignments and the Union will make refunds directly to all employees from whom wrongful deduction was made.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Corporation will recognize a Grievance Committee composed of not more than three (3) employees selected by the Union.
- 7.02 Employees to be eligible to serve as members of the Grievance Committee must have completed their probationary period.
- 7.03 The Union shall keep the Corporation notified of the names of its currently authorized members of the Grievance Committee.
- 7.04 It is understood that Union Representatives have their regular work to perform and that if it is necessary for them to service a grievance during working hours, they will not leave their work without first obtaining the permission of their immediate supervisor. In obtaining such permission, the Union Representative shall state their designation to their immediate supervisor and report again to them at the time of their return to work. In accordance with this understanding, Union Representatives dealing with employees' grievances during their regular hours of work shall only be paid for a reasonable amount of time so spent. What is reasonable is to be determined solely by the immediate supervisor.
- 7.05 The Union will supply the Corporation with the names of its Officers. Similarly, the Corporation will, advise in writing, the Union of any changes to supervisory or other personnel with whom the Union may be required to transact business.

7.06 Labour Management Committee

A Labour Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Corporation. The purpose and function of this Committee shall be to discuss matters of mutual interest and concern, in order to promote and facilitate harmonious relationships and settled conditions between the Corporation and the Union.

Meetings shall occur on a quarterly basis, or more regularly, if required, at a mutually agreeable time and place. Its members shall receive notice and an agenda for a meeting

five days in advance of each meeting. In cases of emergency, either party has the right to summon an emergency meeting of the Committee. Employees shall not suffer any loss of pay for time spent with this Committee.

7.07 A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of one Union and one Employer member. The Health and Safety Committee shall hold meetings at most once per month, for the purpose of monitoring, inspecting, investigating, reviewing, and recommending improvements for health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and Union.

7.08 The Corporation agrees to meet with a Bargaining Committee appointed by the Union and composed of not more than four (4) employees in the Bargaining Unit. A National Staff Representative of CUPE may be present at the request of the Union. Members of the bargaining committee shall not suffer any loss of wages, seniority or benefits when involved in negotiations with the Corporation.

The Bargaining Committee may meet to prepare for negotiations, provided they obtain permission from the supervisor in advance. Such preparation time will be scheduled in advance and will be subject to operational needs. In these circumstances, the Union will reimburse the Corporation for all compensation expenses incurred.

ARTICLE 8 - NO STRIKE. NO LOCK-OUT

8.01 The Union agrees that during the life of this Agreement, there will be no strike, picketing, slow down or stoppage of work caused, called or supported by the Union and the Corporation agrees that there will be no lockout.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 It is the mutual desire of the parties hereto, that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until they have first given their immediate supervisor an opportunity to adjust their complaint. If an employee has a complaint, they shall discuss it with their immediate supervisor within five (5) working days after the circumstances giving rise to the complaint have originated or occurred, or within five (5) working days following the day after the grievor ought to reasonably become aware of the circumstance. Failing settlement, it may then be taken up as a grievance within five (5) working days following the event giving rise to the grievance:

STEP NO. 1 The Union Representative shall present the grievance to the immediate supervisor of the employee concerned. The grievance shall be in writing and shall include the nature of the grievance, and the remedy sought.

Failing a settlement, the supervisor shall deliver their decision in writing within five (5) working days following the presentation of the grievance to them.

STEP NO. 2 Within five (5) working days after the decision is given at Step 1, the Union Representative may present the grievance to the Department Head of the employee concerned. The CUPE National Representative may be present at this meeting. Failing settlement, the Department Head shall deliver their decision in writing within three (3) working days following the presentation of the grievance to them.

STEP NO. 3 Within five (5) working days after the decision is given at Step 2, the Union may present the grievance in writing to the Corporation or its appointee. A meeting will be held within seven (7) calendar days or such longer period as may be mutually agreed, such meeting to be between the Corporation or its appointee and the Union Grievance Committee. The CUPE National Representative shall be present at this meeting. It is understood that the Corporation or its appointee shall have such counsel and assistance as they may desire at any meeting with the Grievance Committee. Failing settlement, the decision of the Corporation or its appointee shall be delivered in writing within seven (7) working days to the Union.

Where an employee's immediate supervisor and Department Head are one and the same person, Step 2 will be omitted and the grievance will proceed from Step 1 to Step 3

- 9.02 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitral, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within seven (7) working days after the decision under Step 3 is given, the grievance shall be deemed to have been settled.
- 9.03 Where no written response has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure including arbitration.
- 9.04 It is agreed that a grievance arising directly between the Corporation and the Union as a whole, shall be originated under Step 3 and the time limits set out with respect to that step shall approximately apply. It is understood therefore, that the provisions of this clause may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not thereby be bypassed.
- 9.05 No adjustment effected under the grievance procedure or arbitration procedure shall be made retroactive prior to the date the grievance was formally discussed or presented to the Corporation under the grievance procedure, except as to bookkeeping error involving an employee's wages.
- 9.06 The time limits set out in the grievance procedure may be extended by agreement of the parties.
- 9.07 In calculating the time periods provided for in this Article, "working days" shall mean Monday to Friday, excluding paid holidays.

ARTICLE 10 - DISCIPLINE, SUSPENSION, DISCHARGE

- 10.01 A claim by an employee that they have been discharged or suspended contrary to this Agreement shall be treated as a grievance if a written statement of such grievance is lodged with the Corporation at Step 2 within five (5) working days after the discharge or suspension is affected.
- 10.02 Personnel File:
- (1) An official file of each employee's career with the Corporation shall be maintained under the control of the Township Administration. This file will contain a record of such things as anniversary date, promotions, transfers, discipline, including copies of disciplinary letters, which have been sent to the Union. This will be the only file to be used for grievance purposes.
- (2) An employee shall have the right to review this file. An employee shall not alter, destroy or remove any document or page contained therein, but shall be allowed a copy of any document contained therein and the right to respond in writing to any document contained therein.
- 10.03 Written warnings will be removed from an employee's file after twelve (12) months of discipline-free service. Suspensions and any discipline related to harassment or discrimination, will be removed from an employee's file after twenty-four (24) months of discipline-free service.
- 10.04 An employee shall have the right upon request to have a Union representative present at the point at which any discipline (or discharge) is administered at any meeting with the employer.
- 10.05 The employer may not take action against an employee beyond five (5) working days of an occurrence or beyond five (5) working days of the Employer becoming aware of the occurrence provided that the Employer may take action if they have been notified of pending action during the aforementioned periods.

ARTICLE 11 - ARBITRATION

- 11.01 When either party requests that any matter be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within seven (7) days thereafter, the other party shall appoint a nominee provided, however, that if such party fails to appoint a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two (2) nominees as appointed shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of three (3) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman.
- 11.02 No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance.

- 11.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure. The arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 11.04 The proceedings of the arbitration board will be expedited by the parties hereto, and the decision of the majority of the Board, and where there is no majority, the decision of the Chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 11.05 Each of the parties hereto will bear the fee and expense of the nominee appointed by it and the parties will jointly bear the fees and expenses if any, of the Chairman of the arbitration board.
- 11.06 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties of this Agreement.
- 11.07 Either party may request the services of a sole arbitrator and if the parties agree, the case shall be heard by the sole arbitrator, however, all other conditions as set forth in this Article will prevail.

ARTICLE 12 - SENIORITY

- 12.01 Seniority is defined as length of continued service with the Corporation from the most recent date of employment.
- (a) A temporary or seasonal employee shall not acquire seniority except in the event that the employee is subsequently appointed to the permanent staff, in which case, upon completion of the probationary period, their seniority shall be backdated to their date of hire as a temporary or seasonal employee in their current period of continuous employment.
- (b) An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall their name be placed on any seniority list until after they have completed sixty (60) shifts worked with the Corporation.
- (c) During the probationary period employees in Roads and Water/Sewer classification, and employees in Parks and Recreation, shall be paid at ninety-five percent (95%) of the applicable rate specified in Appendix 'A'.
- (d) Upon completion of such probationary period, the employee's name shall be placed on their appropriate seniority list (indicating the appropriate department) with the seniority dating from the time they were most recently hired permanently by the Corporation. There shall be a full-time seniority list and a part-time seniority list.
- (e) The Corporation shall have the right to terminate probationary employees with or without cause, subject only to the proviso that such termination shall not be in bad faith or contrary to statute.
- (f) The termination of a seniority employee shall be only for just cause.

12.02 The Corporation shall maintain seniority lists showing the date upon which each employee commenced employment and their classification. Up-to-date lists shall be posted once a year and provided to the Union upon request. Seniority shall include employment with the respective former municipalities prior to the amalgamation of the various municipalities to form the Township of Clearview.

12.03 An employee shall lose all seniority and shall be deemed to have lost their employment for just cause if they:

- (a) Voluntarily leaves the employ of the Corporation;
- (b) Are discharged and not reinstated through the grievance and arbitration procedure;
- (c) Are laid-off for a period of more than twelve (12) months;
- (d) Are absent from work without permission for three (3) consecutive working days unless an explanation satisfactory to the Corporation is given by the employee;
- (e) Fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted;
- (f) Fails to return to work within three (3) calendar days after being recalled from layoff by notice sent by registered mail unless an explanation satisfactory to the Corporation is given by the employee;

12.04 **Job Postings**

- (a) When a permanent vacancy occurs, or a new permanent position is created within the bargaining unit (including reclassification or promotion), or a temporary vacancy occurs that is anticipated to last ninety (90) days or more, and the Corporation desires to fill such vacancies, the Corporation shall post notice of the position on Department bulletin boards, for a minimum of one (1) week following the day of the posting and provide a copy to the President and Recording Secretary, in order that all members will know about the position and be able to make written application. Each posting will provide the following information:
 - i) Job Title;
 - ii) Term (Full-time, Part-Time, Temporary, etc.);
 - iii) Department;
 - iv) Qualifications, skill, knowledge, education;
 - v) Hours of work;
 - vi) The date the position is to commence;
 - vii) The closing date
- (b) The Corporation shall have the right to pass over any employee if the employee does not have the required skill, qualifications, and ability to perform the work.
- (c) The most senior applicant with the skill qualifications and ability to perform the required work will be given the promotion. Part-time employees will be considered to have less seniority than full-time employees for the purpose of

bidding.

- (d) Should the successful applicant for the vacancy turn out to be unsatisfactory or not wish to continue in the posted position within a period not to exceed thirty (30) days worked, the Corporation may return them to their former position.
- (e) Vacancies may be posted internally and externally simultaneously; however no outside applicants shall be considered if a member of the bargaining unit is qualified pursuant to this Agreement.
- (f) If no employee is appointed to a vacancy in accordance with Article 12.04 (a),(b) and (c), then serious consideration for promotion will be given to the applicant with the greatest seniority who does not possess the required qualifications but is preparing for qualification prior to filling the vacancy. If granted the job, the employee will be given an opportunity to qualify within a reasonable trial period determined by the Corporation. If the qualifications are not met within this time, the employee shall revert to their former position.
- (g) The Employer has the right to appoint an employee to immediately fill a vacancy until the job is filled through the job posting process above, or in circumstances where a temporary vacancy is not expected to exceed ninety (90) days.

- 12.05
- (a) In cases of layoff in excess of two (2) shifts and recall from layoffs, ranking on one's seniority list shall govern providing the remaining employees have the qualifications to perform the work available and to perform it well.
 - (b) The Corporation agrees that none of its present full-time seasonal employees shall be laid off or suffer less than the normal workweek as a result of contracting out. Contractors hired by the Corporation will provide their own equipment.

12.06

If an employee is transferred to a position outside the bargaining unit, they shall retain their seniority acquired at the date of leaving the unit but shall have no seniority rights until returned to the bargaining unit by way of a job posting. Notwithstanding, if there is a probationary period with respect to the transferred employee's position outside the bargaining unit, the employee may return to their former position within the bargaining unit without loss of seniority at any time during the said probationary period. If such employee is later returned to the bargaining unit, they shall be granted their retained seniority and will take their place on the appropriate seniority list as in accordance with the provisions of Article 12.01.

12.07

In the event of a layoff, new employees will not be hired where employees on layoff have not been given an opportunity to return to work, provided such employees on layoff have the skill, qualifications and ability for the work in question, subject to statute.

12.08

In the event of a layoff of more than one (1) week, full-time seniority employees to be laid-off will be given not less than ten (10) days notice of such layoff, or such other notice as may be required by the Employment Standards Act, whichever is greater.

12.09

Employees moving from part-time to full-time will be given a deemed seniority date equal to one week for every four (4) shifts worked. Employees going from full-time to part-time will not have their seniority date adjusted in such fashion but will take their full seniority with them.

- 12.10 Grievances concerning layoffs, which are defined as a reduction in the workforce or a reduction in the normal hours of work, shall be initiated at Step 3 of the grievance procedure.
- 12.11 Seniority for the purposes of temporary layoff shall be restricted to the employee's department. Departments shall be as follows:
1. Parks and Recreation
 2. Crossing Guards
 3. Public Works

A temporary layoff is one other than a permanent layoff. A permanent layoff is one in which the employee would be continuously absent for more than three (3) months, in which case seniority, is bargaining unit wide.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 The Corporation may in its discretion, grant leave of absence without loss of seniority to an employee for personal reasons. All requests for such leaves of absence shall be in writing as far in advance as practicable and the Corporation agrees to confirm or deny the request for such leave as soon as practicable.

13.02 Bereavement Leave

- (a) Any employee covered by this Agreement will be entitled to the following number of days without loss of pay in the event of a bereavement for the purpose of making arrangements for/or attending at the funeral and for reasonable traveling time.
- (b) Five (5) days immediate family:
parent, sibling, spouse, child, stepparent, stepsibling, and stepchildren.
- (c) Three (3) days:
mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents of either the member or their spouse.
- (d) One (1) day: Aunt or Uncle
- (e) Crossing Guards shall be eligible for bereavement pay.

13.03 Union Leave

- a) The employer may grant a leave of absence with pay and without loss of seniority to not more than two (2) employees at any one time for not more than a cumulative total of thirty (30) working days per calendar year, to attend Union business, conferences, conventions or educationals. Not more than one (1) employees shall be allowed to attend from one (1) classification at a time. Requests for such leave must be in writing at least fourteen (14) calendar days prior to the date of the employee's expected absence from work.

Approval of such leave is subject to operational requirements and the need to ensure sufficient personnel are available to provide the required level of service. The Union shall reimburse the Employer for receipt of such pay. No request shall be unreasonably denied by the Employer.

- b) All leaves of absence must be granted in writing and shall specify the duration of the leave of absence.
- c) Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations or meet with the employer, or with respect to a grievance/arbitration they shall suffer no loss of pay for the time spent.
- d) Where an employee is elected or appointed to a position within CUPE National or CUPE Ontario the Employer will consider a request for extended leave of absence for such employee for a period not to exceed one calendar year, without loss of seniority. Such request will be granted in the event that not less than four (4) weeks written notice of the request is presented to the Chief Administrative Officer, however the effective date will be subject to operational needs. It is understood and agreed that no more than one (1) employee may take such leave at a time.

The Employer shall pay the employee's wages however, it is agreed and understood by the parties that the Employer shall invoice the Union for all compensation (including but not limited to OMERS, benefits premiums, etc.) and the Union shall forthwith provide full reimbursement to the Employer. The employee will be responsible for tracking and reporting to the Employer the use of any leaves and/or vacation time.

Conditional upon 30 days written notice, the employee shall be returned to their former position to which they were employed before taking office.

It is understood the Employer may fill the position with a temporary employee for the length of the leave. Should a regular employee accept the temporary assignment, it is understood that they will retain their status and will return to their regular position at the end of the temporary assignment.

- 13.04 The Corporation shall grant leave of absence without loss of seniority, benefits, or pay to an employee who serves as a juror or witness in Court. The employee will turn over to the Corporation any wages or fees as a result of serving as a juror or witness exclusive of any monies received for meals, travel or hotel expenses. The employee will present proof of service and the amount of pay received.

ARTICLE 14 - BULLETIN BOARDS

- 14.01 The Corporation will provide bulletin board space in the areas designated by the Corporation for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices are subject to approval by the Corporation and shall not be of a political or civic nature.

ARTICLE 15 - HOURS OF WORK

15.01 The normal hours of work for Works Department employees shall be five (5) days per week Monday to Friday inclusive eight (8) hours per day with one-half (0.5) hour lunch. Starting and quitting times will be discussed with the Union. Intended schedules will be posted at least one (1) week in advance, it being recognized that schedules may change as circumstances (e.g. weather conditions, absenteeism) change.

15.02 (a) Parks and Recreation Employees:

All hours worked in excess of eight (8) hours on a shift or forty (40) hours in a week shall be paid at time and one-half the employee's regular straight time hourly rate. Starting and quitting times will be discussed with the Union. Intended schedules will be posted at least one (1) week in advance.

An employee shall receive a shift premium of six dollars (\$6.00) per hour for all hours worked before the start of a shift. This shall not apply when the employee is being paid overtime rates.

(b) Works Department Employees: will be paid as follows:

All hours worked in excess of eight (8) hours per day or forty (40) hours per week Monday to Friday inclusive shall be paid at the rate of time and one-half the employee's regular straight time hourly rate. Any authorized work performed on Saturday will be paid at a rate of time and one half of the employee's regular rate of pay; any authorized work performed on Sunday (i.e. from 12:01 am until 11:59 pm) will be paid at a rate of two (2) times the employee's regular rate of pay.

Any employee on standby as described in Article 15.05 shall be paid overtime premium for all hours in excess of eight (8) hours per day, or forty (40) hours per week.

An employee shall receive a shift premium of six dollars (\$6.00) per hour for all hours worked before the start of a shift. This shall not apply when the employee is being paid overtime rates.

(c) Instead of being paid overtime, an employee may with the consent of the employer choose to take time off equivalent to the overtime rate, which is earned. The time off will be taken at a time mutually convenient for the Corporation and the employee concerned. It is understood that lieu time is capped at one hundred (100) hours annually.

15.03 The Corporation agrees that there will be two (2) break periods allowed each shift, one in the first half and one in the second half of the shift, subject to the understanding that such break periods will not unduly interfere with the efficient operation of the Corporation.

15.04 Any employee who has been called in to work outside of their originally scheduled hours shall be paid a minimum of three (3) hours at applicable rates.

- 15.05 a. Each week beginning Tuesday and ending on Tuesday of the following week, one Waterworks employee will be considered to be on standby. This status will be assigned on a rotational basis amongst those normally performing the work. The standby schedule for Waterworks employees shall be posted/distributed by December 1st of each year.

Employees on standby shall receive two hundred and seventy-five dollars (\$275.00) per week for the seven (7) days period, in addition to regular wages and applicable overtime premium.

- b. Between April and November, one Roads employee will be on standby, beginning on Tuesday and ending on the Tuesday one week later. This status will be assigned on a rotational basis amongst those normally performing the work. The standby schedule for Roads employees will be posted/distributed by January 15 of each year for the summer season. Roads standby will end when the Winter Patrol starts in November.

Roads employees on standby for a one-week period shall receive two hundred and seventy-five dollars (\$275.00) per week for the seven (7) day period, in addition to regular wages and applicable overtime premiums.

- 15.06 During evening and weekend shifts when a full-time Recreation Maintenance 1,2 or 3 is on duty, a meal allowance of fifteen dollars (\$15.00) per shift will be paid to compensate for the inability to leave the facility for their break.

- 15.07 Employees required to work four (4) hours or more overtime in conjunction with the regular shift, shall be supplied a meal allowance of fifteen dollars (\$15.00) each. When the total amount of continuous overtime is ten hours or more in conjunction with the regular shift a second meal allowance at fifteen dollars (\$15.00) shall be supplied.

ARTICLE 16 – PUBLIC WORKS CALL IN PROCEDURE

16.01 Winter Patrol

- (a) It is agreed that two (2) Full-time or Seasonal employees, or a combination of the two, will perform Winter Patrol duties during the winter season. It is agreed that while performing Winter Patrol duties, holidays will be given in lieu of statutory holidays as identified in Article 16.01 identified to align with the agreed upon work schedule. It is recognized that these holidays may differ from other employees.
- (b) It is agreed that while performing Winter Patrol duties, staff will receive their regular rate of pay as described in Appendix A.
- (c) Schedules shall be posted two (2) weeks in advance. It is agreed that notwithstanding Article 15, the normal hours of work for winter patrol will be 80 hours averaged over a two (2) week pay period. All additional hours worked will be paid at the rate of time and one half. Any authorized work scheduled to be performed on a Sunday will be paid at the rate of two (2) times the employees' regular rate of pay.

- (d) The Winter Patroller shall not be assigned to plow snow.
- (e) In August, the Employer shall post internally for the two Winter Patroller positions. The posting shall include the Winter Patroller schedule.
- (f) On or before September 30th, a Winter Operations Meeting will be held where all available routes will be offered by seniority. The Winter Operations 15-day rotating schedule will be made available to staff at that meeting.

16.02 Winter Call In Procedure

- (a) For regular shifts on weekdays, the Winter Patroller shall call in Winter Operations staff in the following order:
 - i) Assigned route;
 - ii) Full-time Public Works Winter Operations Staff in seniority order;
 - iii) Full-time Seasonal Operations Staff;
 - iv) Call Supervisor to discuss.
- (b) On weekends/holidays for tandem/grader plow routes, the Winter Patroller shall call in Winter Operations staff in the following order:
 - i) Assigned route;
 - ii) Full-time Public Works Winter Operations Staff in seniority order;
 - iii) Full-time Seasonal Operations Staff;
 - iv) Call Supervisor to discuss.
- (c) On weekends/holidays for Stayner parking areas (backhoe) and sidewalk routes, the Winter Patroller shall call in Winter Operations staff in the following order:
 - i) Assigned route;
 - ii) Full-time Public Works Winter Operations Staff in seniority order;
 - iii) Full-time Public Works Water/Sewer Operations Staff that are not on call, in seniority order;
 - iv) Full-time Seasonal Operations Staff;
 - v) Call Supervisor to discuss.
- (d) Winter Operations staff who are regularly scheduled to work the afternoon shift, cannot be called in unless they will have at least eight (8) hours off duty between shifts.
- (e) Water/Sewer Operations Staff shall not exchange on-calls for the purpose of participating in a winter maintenance activity.
- (f) It is understood that if an error is made by the Winter Patroller in the call in process, the employee who missed receiving an overtime opportunity will be the first one called the next time the operator of an assigned route is not available (i.e. when (ii) of the above call in procedure is engaged).

ARTICLE 17 - HOLIDAYS

17.01 Holidays will be:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- 1/2 Day before Christmas Day
- Christmas Day
- Boxing Day
- 1/2 Day before New Year's Day

All permanent full-time and part-time employees shall receive one (1) floating holiday, which shall be taken by mutual agreement between the Corporation and individual employee.

17.02 Holiday pay will be computed at the employee ' s regular straight time rate of pay on the basis of the number of hours the employee would otherwise have worked had there been no holiday.

17.03 Employees not working on a holiday will receive pay for the holiday at straight time provided the employee:

- (a) In the case of part-time employees, they have earned wages on at least ten (10) days during the four (4) weeks immediately preceding the holiday, in the case of full-time employees, one (1) day during the four (4) weeks immediately preceding the holiday;
- (b) Works their scheduled regular day of work preceding and their scheduled regular day of work following the holiday unless absent due to illness confirmed by a doctor ' s certificate or on paid leave (vacation, use of lieu time, training or short-term disability);
- (c) Has not failed without reasonable cause to report for work on the holiday after having agreed to work it.

17.04 (a) An employee working on any of the holidays listed in 17.01, shall receive their regular pay for the day worked, plus double time.

(b) Employees working on a holiday who do not meet eligibility requirements shall receive time and one-half for all hours worked on the holiday.

(c) Christmas Day (December 25), Boxing Day (December 26), New Year's Day (January 1) and Canada Day (July 1) shall be paid to employees who work the actual holiday at their regular pay for the day worked plus double time.

17.05 There shall be no pyramiding of daily overtime premiums, or premiums for holiday, or other premiums; in any event, only the greater of any such premium shall apply.

ARTICLE 18 - VACATIONS

18.01 (a) All permanent full-time and part-time employees who have completed their probationary period shall be entitled to a vacation as follows:

Up to 2 years of service	2 weeks' vacation with pay/year (pro-rated from start date in first year)
3 years of service	3 weeks' vacation with pay
8 years of service	4 weeks' vacation with pay
15 years of service	5 weeks' vacation with pay
23 years of service	6 weeks' vacation with pay
28 years of service	7 weeks' vacation with pay

(b) Vacation entitlements will increase on January 1 of the employee's anniversary year with the Corporation. Vacation time for the full year (Jan to Dec) will appear in all permanent full-time and part-time employees' vacation banks in January each year, recognizing that the vacation has not actually been earned yet. Should an employee leave the organization after taking vacation that was not fully earned yet by the date of departure, the employee will be required to reimburse the organization for such vacation days.

(c) All temporary, seasonal and casual employees shall be paid 4% vacation pay on all hours worked.

18.02 When during their vacation an employee is admitted to hospital or confined to bed due to a major illness or accident (not a mild ailment), the employee shall have the right to cancel their vacation and use sick leave credits. Any such vacation displaced shall be taken at a future date mutually agreeable to the employer and employee. The employer reserves the right to have the employee examined by a physician of the employer's choice.

ARTICLE 19 - SICK LEAVE / STD / LTD

19.01 Sick Leave

- Full-time employees shall be granted sick leave to a maximum of ten (10) days per calendar year at one hundred percent (100%) of their regular pay. Any unused days shall accumulate for future use but shall have no cash value.
- Crossing Guards are eligible for ten (10) sick days per year.
- An employee who is absent from work for more than three (3) consecutive working days shall be required to provide a medical certificate to support the absence in

order to qualify for sick pay beyond three (3) days. Any fees associated with the medical certificate shall be paid by the employer.

- A medical certificate may be required before returning to work, stating that the employee is fit to perform their full regular duties.
- Upon completion of the probationary period, should a full-time employee require to be off work due to injury or illness beyond seven (7) days, Short Term Disability (STD) benefits and Long-Term Disability (LTD) benefits are available, pending proof of sickness/illness from the employee's medical practitioner, satisfactory to the Employer and Insurance Carrier. See Article 21 - Insurance/Welfare Benefits, 20.01 (c) and (d) for further information.
- Employees are required to comply with all corporate policies regarding sick leave, STD and LTD in order to qualify for benefits.

ARTICLE 20 - GENERAL

- 20.01 Correspondence arising under the provisions of this Agreement shall be in writing and shall be sufficient if sent by mail or email addressed, if to the Union, to the Secretary of Local 1217, and if to the Corporation, to the Chief Administrative Officer or designate.
- 20.02 The Corporation agrees to provide each new employee covered by this Agreement with a copy of the Collective Agreement. The Corporation will notify the Union in writing whenever a new employee covered by this Agreement is hired.
- 20.03 Where weather conditions prohibit works employees from outside work, alternative employment will be provided. In such circumstances, however, an employee may choose to take leave without pay for the day. The agreement of the Corporation shall not be unreasonably withheld.
- 20.04 The Corporation agrees to provide Gravel Truck Checkers on contract jobs. Machine Operators will be required to do checking on small jobs.
- 20.05 All Full-time Employees are entitled to the following:
- (a) The Corporation agrees to provide employees with raincoats, three (3) pairs of winter gloves Pro Z Liners/Endura (insulated/waterproof), rubber gloves, three (3) pairs of summer gloves Pro Z Liners/Endura (waterproof), rain hats, rubber boots, hard hats and sunglasses with UVA and UVB protection as applicable. The abovementioned articles are to be distributed at the discretion of the Corporation, when needed.
 - (b) Once annually by July 30th each year, the Corporation shall give to each full-time employee a cheque in the amount of three hundred and fifty dollars (\$350.00) as contribution to the cost of work clothing and two hundred and fifty dollars (\$250.00) for safety footwear. For part-time and seasonal employees, please see Article 23.
- 20.06 The Corporation agrees to supply all shop tools necessary for the employees to carry out the normal requirements to do checking on small jobs.

- 20.07 The Corporation agrees to administer an ORANGE and LIME safety clothing allowance of three hundred dollars (\$300.00) per employee per year. The Employer agrees to include the Municipal/Department Logo where appropriate. This article applies to full-time Public Works and full-time Recreation employees only.
- 20.08 The parties agree that as a result of Ont. Reg. 555/06 no Public Works employee shall work fifteen days consecutively. The Corporation agrees to pay workers four (4) hours at their regular hourly rate for scheduled days off as a result of Ont. Reg 555/06 if they fall on a regularly scheduled workday (weekday that is not a holiday).
- 20.09 The Corporation will reimburse each employee that is required to maintain an AZ or DZ license, to maximum of one hundred and fifty dollars (\$150.00) to cover the cost of the medical examination to complete a Ministry of Transportation of Ontario medical report. The employee will be required to provide evidence of payment to be eligible for reimbursement.
- 20.10 The parties recognize the importance of job specific training that is highlighted within the provision of the Township's Continuous Training and Education Policy.
- The Employee will utilize a Township vehicle to attend the training. Time spent travelling to/from training will be considered time worked. Employees will receive time and one half for any hours worked beyond their regular eight (8) hours.
- Should a Township vehicle not be available, the Employer agrees that any mileage incurred by an employee that would exceed the normal mileage to and from work will be paid in accordance to the Corporation's Mileage Policy
- 20.11 The Corporation agrees that when new jobs are created that they will be reviewed with the Union. The Corporation further agrees to allow the Union to provide input on the job descriptions prior to their implementation. Once created, the Corporation will provide copies of the job descriptions to the Union. Incumbents shall have a right to a copy of their job description and the Corporation shall maintain descriptions for all classifications covered by the Collective Agreement.

ARTICLE 21 - INSURANCE/ WELFARE BENEFITS

- 21.01 Upon completion of the probationary period, the Corporation will pay one hundred per cent (100%) of the premiums for the Health and Welfare Benefits package for full-time employees:
- (a) Life Insurance:
X salary to \$500,000.00 maximum on employee life only;
 - (b) Accidental Death and Dismemberment
X salary to \$500,000.00 maximum (as death benefit); employee coverage only;
 - (c) Short Term Disability:
75% of salary, beginning 1st day hospitalization, 1st day accident, 8th day sickness; 17-week duration;
 - (d) Long Term Disability:
2-year own occupation, payments begin after total disability for an uninterrupted period of 17 weeks (Short Term Disability period); 70% salary;

- (e) Extended Health Care:
100% paid coverage in accordance with the terms of the insurance policy; semi-private hospital; vision \$500.00 per 24 months per family member; 2-year survivorship. The employer will cover the cost of one eye exam per 12-month period for each member and dependents.

The employer will provide six hundred dollars (\$600) towards the cost of Hearing Aids every five years
- (f) Dental Care:
100% paid coverage, in accordance with the terms of the insurance policy, except for those items subject to coinsurance in accordance with the terms of the insurance policy; Coverage as per Sun Life contract #100947 - effective April 1, 2022.
- (g) Major Services and Orthodontic Services
50% reimbursement up to a combined maximum of \$2000.00 per person. Orthodontic Services limited to dependent children under the age of 19.
- (h) Employee Assistance Program
The Employee Assistance Program (EAP) is 100% paid by the Employer and provides confidential resources for staff needing assistance.
- (i) Paramedical Increases
Mental health benefits (psychiatrist, psychologist, social worker, family therapist or psychotherapist) up to \$500 on ratification

Benefit coverage details: Sunlife Contract Number 100947. Effective April 1, 2022

It is recognized that eligibility for enrollment in the plans and the extent of coverage is subject to the terms of the policy and that policy terms do not form part of this Agreement.

21.02 Premium assistance is available only for those employees working during the month in which premiums are due or who are on vacation, or, in accordance with the Employment Standards Act, who are on Pregnancy or Parental Leave or Workers' Compensation.

21.03 The Municipality will participate in OMERS.

21.04 The Corporation will provide two retiree benefits plans:

"Class B" - Retiree benefits apply to employees hired before February 1, 2015;
and

"Class R" - Retiree benefits apply to employees hired on or after February 1, 2015.

An employee who retires from the Corporation with an unreduced pension, will be allowed to participate in the retiree benefits until they turn age 65 or die (whichever comes first). The benefits' premiums shall be paid equally by the Corporation and the Employee (50% / 50%).

An employee who retires from the Corporation with a reduced pension will be allowed to participate in the retiree benefits' plan for a maximum of five (5) years or until they reach age 65 or die (whichever comes first). The benefits' premiums shall be shared equally by both the Employee and the Corporation (50% / 50%).

If the employee has retired with a reduced pension and reaches the maximum of five years of coverage and has not reached the age of 65 years, the employee can elect to participate in the retiree benefits' plan at 100% payment of the benefits' premium by the employee until they reach the age of 65 or die (whichever comes first).

The employee portion shall be paid by periodic advance payment in a manner satisfactory to the Corporation.

ARTICLE 22 - PAY DATES

22.01 The Corporation agrees to pay employees every second Thursday with a five (5) day hold back, in accordance with the schedule of wages set out in Appendix 'A ' attached hereto.

ARTICLE 23 - PART-TIME AND SEASONAL EMPLOYEES

23.01 Part-time employees:

- (a) Part-time employees are those regularly employed for not more than twenty-five (25) hours per week.
- (b) Part-time employees shall be subject to this Collective Agreement except that the following provisions shall not apply to them:
 - Article 15 - Hours of Work
 - Article 19 - Sick Leave/STD/LTD
 - Article 20.05
 - Article 20.07
 - Article 21 - Insurance / Welfare Benefits
- (c) Part-time employees will be paid time and one-half for hours worked in excess of forty (40) hours in a week.

23.02 Seasonal Employees:

- (a) Seasonal employees shall only be subject to the following provisions of this agreement; Articles 1 to 11, 15.02(a) (ii) and 15.02(b) (iii), 15.03, 15.04, 15.07, 16, 22 and 23.
- (b) Seasonal employees in Public Works are those hired specifically for the summer or for the winter months, i.e.:
 - Summer – May 1 to October 1 or any portion thereof.
 - Winter – October 15 to April 15 or any portion thereof.

- (c) Seasonal employees in Parks and Recreation are those hired specifically for the summer or for the winter months, i.e.:
 - Summer – April 1 to October 31 or any portion thereof.
 - Winter – September 1 to April 30 or any portion thereof.
- (d) Seasonal employees kept on longer than this would become at that point part-time or full-time employees as the case may be.
- (e) Seasonal employees will be paid time and one-half for hours worked in excess of forty (40) hours, averaged over four (4) weeks.
- (f) Seasonal employees in Parks and Recreation will not work overtime unless offered first to all permanent employees in the Department.

23.03 Clothing allowance for part-time/seasonal employees:

- (a) Part-time/seasonal employees shall receive one hundred and seventy-five dollars (\$175.00) towards the clothing allowance on the following schedule:
 - Crossing guards and winter seasonal employees – January 15; and,
 - Summer seasonal employees – July 15.
- (b) General Helpers shall receive fifty dollars (\$50.00) towards the clothing allowance on January 15 of each year.
- (c) At the Corporation's discretion, part-time/seasonal employees will be provided with a safety-related winter coat, vest, raincoat and sunglasses on an as needed basis.

ARTICLE 24 - MERGER OR AMALGAMATION

- 24.01 In the case of a merger or amalgamation with any other body, the Employer shall consult with the Union as specified in Article 7.06.

ARTICLE 25 - DURATION

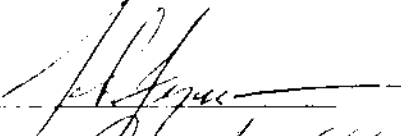
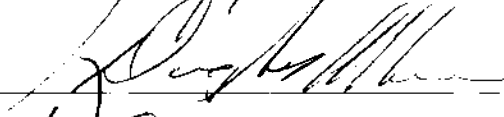



- 25.01 The Agreement shall continue in effect from April 1, 2024 to March 31, 2028, and shall continue automatically thereafter for a period of one (1) year unless either party notifies the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration date, that it desires to amend or terminate the agreement.
- 25.02 Negotiations shall begin within fifteen (15) days or such longer period as mutually agreed between the parties following notification for amendment as provided in the preceding paragraph.

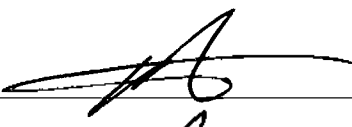
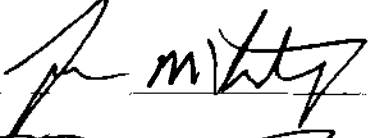
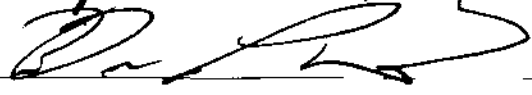
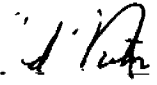
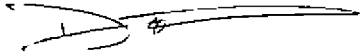
IN WITNESS THEREOF the Corporation has hereunto caused its Corporate Seal to be affixed under the hands of its Mayor and Clerk and the party of the Second Part has caused this Agreement to be executed by its proper officers hereunto duly authorized.

SIGNED this 6th day of March, 2025 at Clearview, Ontario.

FOR THE CORPORATION:

FOR THE UNION:

APPENDIX 'A'

WAGE RATES/ CLASSIFICATIONS

General wage increase to all classifications as follows:

- April 1, 2024 3% for all employees who did not receive a classification increase
- April 1, 2025 3%
- April 1, 2026 3%
- April 1, 2027 2.5%

Job Title	April 1, 2024 3%	April 1, 2025 3%	April 1, 2026 3%	April 1, 2027 2.5%
WATER				
Water OIT	\$32.19	\$33.16	\$34.15	\$35.00
Water or Wastewater Operator	\$34.25	\$35.28	\$36.34	\$37.24
Water/Wastewater Operator	\$36.25	\$37.34	\$38.46	\$39.42
Water/Wastewater Operator and Backflow	\$37.25	\$38.37	\$39.52	\$40.51

*Three designated Water/Wastewater Operator and Backflow Lead Hand - \$2.00 per hour premium.

Job Title	April 1, 2024 3%	April 1, 2025 3%	April 1, 2026 3%	April 1, 2027 2.5%
ROADS				
Laborer	\$26.05	\$26.83	\$27.64	\$28.33
Seasonal/Winter Patrol	\$29.18	\$30.06	\$30.96	\$31.73
DZ Driver	\$31.30	\$32.24	\$33.21	\$34.04
AZ Driver	\$32.31	\$33.28	\$34.28	\$35.13
Machine Operator	\$33.81	\$34.82	\$35.87	\$36.77

Lead Hand - \$2.00 per hour premium.

DESIGNATED MACHINE OPERATORS (DEFINED)

There shall be 8 designated machine operators within public works consisting of the following:
 6 Roads workers (4 grader, 2 Backhoe/Gradall)
 2 Water/Sewer workers (Backhoe)

Generally, designated machine operators operate Grader, Backhoe, Excavators, Grade-All etc...

Job Title	April 1, 2024 3%	April 1, 2025 3%	April 1, 2026 3%	April 1, 2027 2.5%
PARKS AND RECREATION DEPARTMENT				
Seasonal General Help (winter)	\$20.51	\$21.13	\$21.76	\$22.30
Seasonal Beautification Laborer (summer)	\$22.82	\$23.50	\$24.21	\$24.81
Recreation Maintenance "1"	\$28.75	\$29.61	\$30.50	\$31.26
Recreation Maintenance "2"	\$29.75	\$30.64	\$31.56	\$32.35
Recreation Maintenance "3"	\$31.25	\$32.19	\$33.15	\$33.98
Seasonal Recreation Maintenance	\$27.65	\$28.48	\$29.33	\$30.07

Lead Hand - \$2.00 per hour premium.

Job Title	April 1, 2024 3%	April 1, 2025 3%	April 1, 2026 3%	April 1, 2027 2.5%
CROSSING GUARD DEPARTMENT				
Crossing Guard	\$22.55	\$23.23	\$23.92	\$24.52

Lead Hand - \$2.00 per hour premium.

Lead Hand: The intent is to allow for the two bargaining unit employees who will in general, be designated as lead hands to receive a premium for every hour worked. It is recognized that work crews would not necessarily have anyone designated as lead hand.

APPENDIX "B"

LETTER OF UNDERSTANDING

BETWEEN:

CORPORATION OF THE TOWNSHIP OF CLEARVIEW

(hereinafter called the "Corporation")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 1217

(hereinafter called the "Union")

Re: Scheduled days off as a result of Regulation 555/06 of the Highway Traffic Act.

The parties agree that as a result of regulation 555/06 no employee shall work fifteen days consecutively.

The parties agree that as a result of regulation 555/06 all employees must have a minimum of 24 hours rest every fifteen days.

The parties agree that seasonal staff will not be permitted to perform work at additional jobs that results in contravention of regulation of 555/06.

Whereas the municipality is required to remove snow and place abrasives throughout the Township of Clearview during winter events according to regulation to 239.

And whereas the municipality must maintain a consistent level of service. The parties hereby agree to the following:

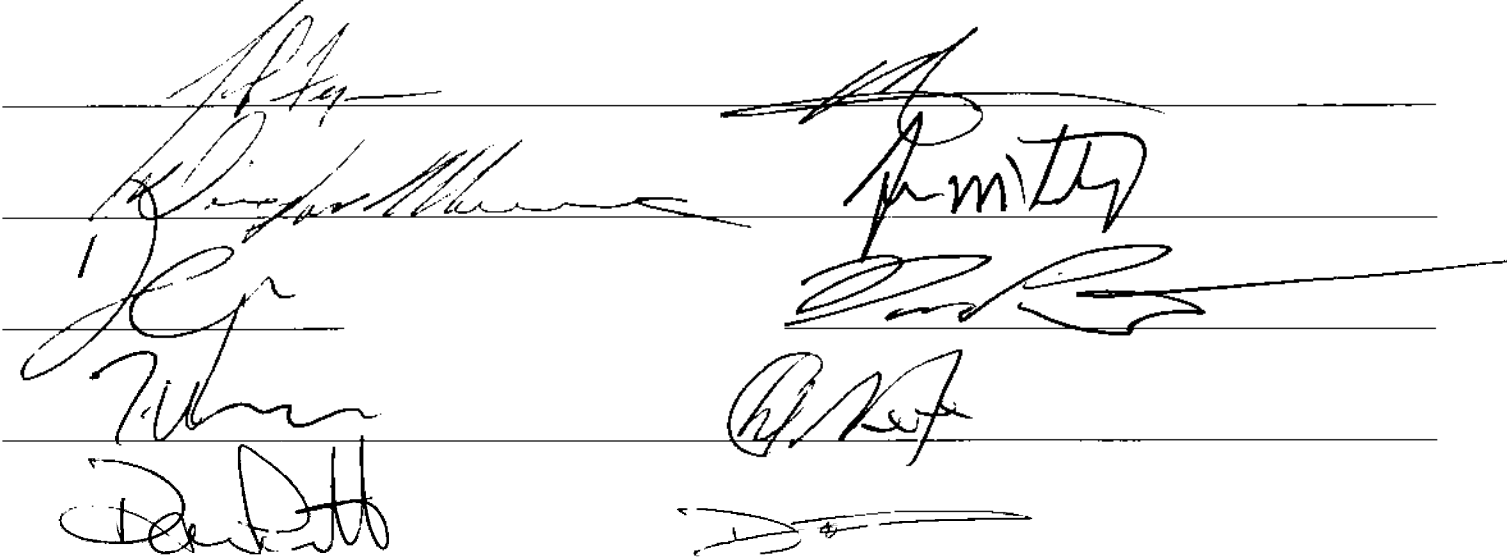
- 1) All operators of commercial motor vehicles within the bargaining unit will take a minimum of 24 hours rest within every fifteen-day period.
- 2) As a result of there being 12 full-time employees' operating commercial motor vehicles during winter events the last three days of every fifteen-day period no employee will be scheduled to take a day off unless on a weekend. Beginning on the first day of the fifteen-day rotation one employee will be scheduled to take a day off.
- 3) If the number a full-time employees required to perform winter operations increases or decreases, the fifteen-day rotation will be adjusted accordingly.

- 4) This clause will be for a specific time frame annually. The timeframe will be from the first Sunday in December until the third Sunday in March of every winter season.

SIGNED this 6th day of March, 2025 at Clearview, Ontario.

FOR THE CORPORATION:

FOR THE UNION:

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APPENDIX "C"

LETTER OF UNDERSTANDING

BETWEEN;

CORPORATION OF THE TOWNSHIP OF CLEARVIEW

(hereinafter called the "Corporation")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 1217

(hereinafter called the "Union")

Re: Ontario Water/Wastewater Agency Response Network (OnWARN)

Whereas the Corporation has a duty to be prepared for emergencies, and

Whereas OnWARN is a network of utilities helping other utilities to respond to and recover from emergencies, and

Whereas the Corporation intends to enter an agreement with OnWARN titled "Mutual Aid and Assistance Agreement for an Ontario Water/Wastewater Agency Response Network (OnWARN)" hereafter known as "the OnWARN Agreement",

The parties hereby agree to the following:

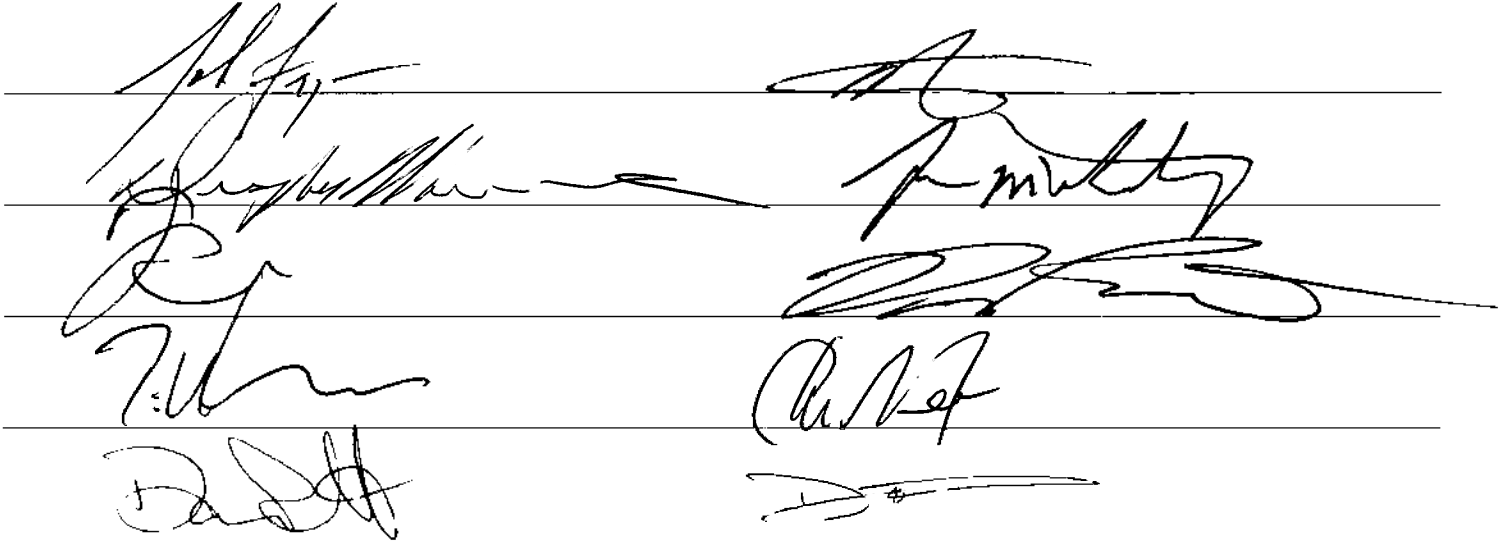
- 1) The "Authorized Official" as defined in "the OnWARN Agreement" will be the General Manager of Environmental Services or their designate.
- 2) OnWARN will only be used in an Emergency, as defined in "the OnWARN Agreement".
- 3) If the "Authorized Official" receives a request for personnel assistance through "the OnWARN Agreement", the "Authorized Official" shall have sole and absolute discretion as to whether or not to respond, and, to determine the availability of resources to be used in such response. If the "Authorized Official" determines personnel are available, full-time, qualified water and sewer operators will be asked to assist. The "Authorized Official" will not respond with the promise of providing personnel unless a qualified water/ sewer operator has agreed to assist.

- 4) "The OnWARN Agreement" wording will apply for all other aspects of Emergency Response.

SIGNED this 6th day of March, 2025 at Clearview, Ontario.

FOR THE CORPORATION:

FOR THE UNION:

The image shows two columns of handwritten signatures on a document. The left column, under the heading 'FOR THE CORPORATION:', contains five signatures. The right column, under the heading 'FOR THE UNION:', contains five signatures. Each signature is written on a horizontal line. The signatures are in various styles, some appearing to be initials or first names, and others being more elaborate.

APPENDIX "D"

LETTER OF UNDERSTANDING

BETWEEN:

CORPORATION OF THE TOWNSHIP OF CLEARVIEW

(hereinafter called the "Corporation")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 1217

(hereinafter called the "Union")

Re: Water Call-Out Procedures

The parties agree to the call out procedures for the Water/Sewer Department as follows:

ALARMS:

- ◆ **Level 1 Requires immediate
response 3 Hour call out provided**

Alarm type: SCADA alarm text, Sensaphone alarm, calls from Answering Service, other parties/agencies or direction from Supervisor

Actions required but not limited to

- Requires Immediate Attention
- Requires response on site
- Monitor on SCADA
- ◆ **Level 2: Not an immediate threat to drinking water safety. Monitor on SCADA and Operator to judge accordingly. Possible visit to site next day.**

1 Hour call out provided

Alarm type: SCADA alarm text, Sensaphone alarm, calls from Answering Service or other parties/agencies

Actions required but not limited to: Monitor on SCADA

- Require phone can to effected parties to resolve issue
- If determined that operator needs to respond on site a 3 hour call out will be provided

- ◆ Level 3: Not an immediate threat to drinking water safety. Should not require attention until next scheduled work shift and operator to judge accordingly.

1 Hour call out provided

Alarm type: SCADA alarm text, Sensaphone alarm, calls from Answering Service or other parties/agencies

Actions required but not limited to:

Monitor on SCADA

SIGNED this 6th day of March, 2025 at Clearview, Ontario.

FOR THE CORPORATION:

FOR THE UNION:

[Handwritten signatures for Corporation and Union]

APPENDIX "E"

LETTER OF UNDERSTANDING

BETWEEN:

CORPORATION OF THE TOWNSHIP OF CLEARVIEW

(hereinafter called the "Corporation")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 1217

(hereinafter called the "Union")

Re: Cell Phones Provided to Public Works Lead Hands, Water / Sewer Operators and Parks and Recreation Lead Hand

Whereas the Corporation has a duty to be prepared for emergencies, and

Whereas employees are required to be available and in possession of technology required to perform their jobs including calling upon other employees to fulfill responsibilities,

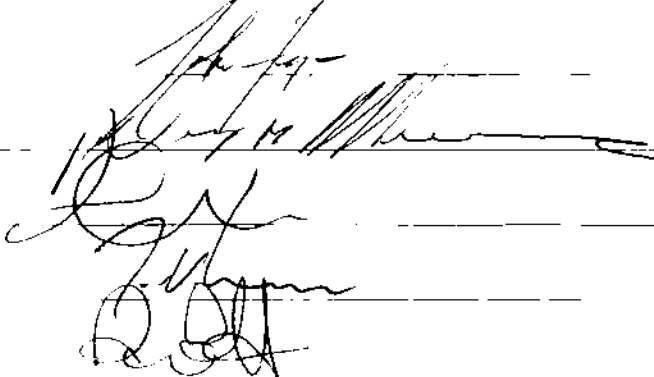
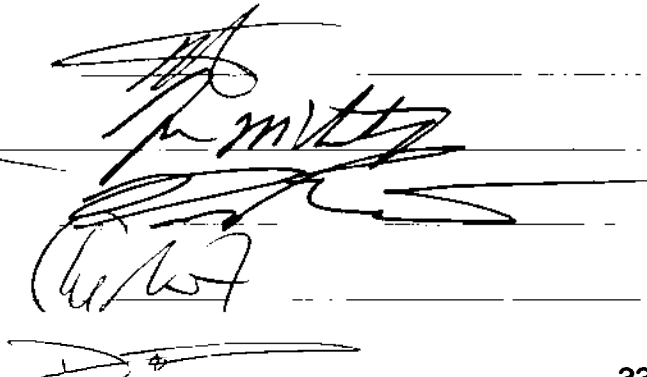
The parties hereby agree to the following:

- 1) Corporate Cell Phones will be issued to incumbents of the following positions:
 - Public Works Lead Hands
 - Water / Sewer Operators
 - Parks and Recreation Lead Hand
- 2) Employees entrusted with corporate cell phones will be subject to all FOI stipulations and informed of the obligations and requirements under the FOI legislation.
- 3) Employees entrusted with corporate cell phones will be required to read, understand and sign-off on the Corporate IT Policy and Procedure, Code of Conduct, Equipment Sign Out Form and Driver's Agreement.

SIGNED this 6th day of March, 2025, at Clearview, Ontario.

FOR THE CORPORATION:

FOR THE UNION:

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MEMORANDUM OF AGREEMENT

Between

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

(The "Township")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL, 1217

(the "Union")

RE: Amendments to Appendix D

1. As per the agreement of the Parties during bargaining on May 8, 2024, the Parties agree to include the following amendments in the April 1, 2024 through March 31, 2028 Collective Agreement:

APPENDIX "D" LETTER OF UNDERSTANDING

BETWEEN:

CORPORATION OF THE TOWNSHIP OF CLEARVIEW

(hereinafter called the "Corporation")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 1217

(hereinafter called the "Union")

Re: Water Call-Out Procedures

The parties agree to the call out procedures for the Water/Sewer Department as follows:

ALARMS:

Level 1 Requires immediate response 3 Hour call out provided

Alarm type: SCADA alarm text, ~~Sensaphone alarm~~, calls from Answering Service, other parties/agencies or direction from Supervisor

Actions required but not limited to:

- Requires Immediate Attention

- Requires response on site
- Monitor on SCADA

Level 2: Not an immediate threat to drinking water safety. Monitor on SCADA and Operator to judge accordingly. Possible visit to site next day.

1 Hour call out provided

Alarm type: SCADA alarm text, ~~Sensaphone alarm~~, calls from Answering Service or other parties/agencies

Actions required but not limited to:

- Monitor on SCADA
- Require phone can to effected parties to resolve issue
- If determined that operator needs to respond on site a 3 hour call out will be provided

Level 3: Not an immediate threat to drinking water safety. Should not require attention until next scheduled work shift and operator to judge accordingly.

1 Hour call out provided

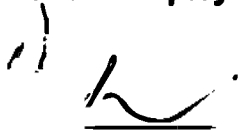
Alarm type: SCADA alarm text, ~~Sensaphone alarm~~, calls from Answering Service or other parties/agencies

Actions required but not limited to: Monitor on SCADA

2. The Parties agree that in the next round of bargaining, the language in Appendix D will become a new Article 16.04 and Appendix D shall be deleted.

Signed at Clearview, Ontario the 22 day of January, 2025.

For the Employer:



For the Union:

