



## COLLECTIVE AGREEMENT

# Town of Plympton-Wyoming and CUPE Local 2393.2

July 1, 2023 – December 31<sup>st</sup>, 2027

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THIS AGREEMENT made this 9<sup>th</sup> day of August 2023.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF PLYMPTON-WYOMING  
(hereinafter called "The Employer")**

**OF THE FIRST PART**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND IT'S LOCAL 2393.2  
(hereinafter called "The Union")**

**OF THE SECOND PART**

**ARTICLE 1 PURPOSE**

1.01 The purpose of this Agreement is to promote and maintain mutual understanding and cooperation between the Employer and its employees to ensure the peaceful settlement of disputes, and to set forth an agreement covering all rates of pay, hours of work and other working conditions.

**ARTICLE 2 MANAGEMENT RIGHTS**

2.01 (a) The Employer recognizes that it is the right of the Employer to exercise the regular and customary functions of management and to direct the working forces including the right to reprimand, suspend, discharge, or otherwise discipline employees for just cause, select, hire, direct, promote, retire, demote, transfer, lay-off and recall employees to work, determine the requirements of a job, labour standards and the qualifications of an employee to perform the work required.

2.01 (b) To make and alter reasonable rules provided the Union and Employees are advised in writing at least five (5) working days in advance of implementation.

2.01 (c) The foregoing is subject to the terms and conditions of the Collective Agreement.

### **ARTICLE 3 RECOGNITION**

- 3.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of its employees working in the Town of Plympton-Wyoming, in the County of Lambton, save and except the Director of Public Works, Treasurer, Clerk, CAO, Fire Chief/Director of Emergency Services, Executive Assistant- Clerk/Deputy Clerk, Executive Assistant – Public Works, Executive Assistant - Finance, Operation Coordinator, Deputy Treasurer/Tax Collector, Drainage Superintendent, save except for persons regularly employed for not more than 24 hours a week, students employed during the school vacation period.
- 3.02 Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the working Operations Coordinator and in cases of emergencies.
- 3.03 No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Agreement.
- 3.04 The word “employee” when used in this Agreement refers to the employees within the aforesaid bargaining unit unless otherwise specifically stated and it is understood and agreed that no other employees of the Employer are covered by this Agreement.

### **ARTICLE 4 NO DISCRIMINATION**

- 4.01 The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Employer. The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either or them or their representatives or members, because of an employee’s membership or non-membership in a Union or because of his activity or lack of activity in the Union.

### **ARTICLE 5 NO STRIKES OR LOCKOUTS**

- 5.01 In view of the orderly procedure established herein for the disposition of employees’ complaints and grievances, the Employer agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement, and the Union agrees there will be no strikes or other collective action which will stop or interfere with the services of the Employer for the duration of this Agreement. The words “strike” and “lockout” as used in this Agreement shall have the meaning set forth in the Labour Relations Act, R.S.O. 1980, Chapter 228, as amended.

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

- 6.01 The Employer shall start deducting from the wages of each employee in the bargaining unit the amount of the regular union dues monthly.
- 6.02 The Employer shall during the term of this Agreement deduct from the last pay cheque, of each month, from each employee, the regular monthly Union dues as advised by the Union, and remit same to the National Secretary Treasurer of the Canadian Union of Public Employees on or before the 15<sup>th</sup> day of the month following the month in which such deductions was made, and shall at the same time submit a list of the employees including the home address, personal phone numbers, email address if available, job classification, and employment status from whose pay such deductions has been made. The list shall be provided in a useable electronic format.
- 6.03 The Employer shall indicate the total amount of Union dues deducted from each employee's pay cheque for each year on the employee's Income Tax (T-4) slip for the year.
- 6.04 The Union shall indemnify and save the Employer harmless from any and all claims which may be made against it by an employee or employees for amount deducted from pay as provided by this Article.

## **ARTICLE 7 EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

- 7.01 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to thirty (30) minutes during the employee's orientation period without loss of regular earnings but such meeting will not add any additional cost to the Employer. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Employer as part of the orientation program.

## **ARTICLE 8 CORRESPONDENCE**

- 8.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer and/or Mayor and the Union Steward. A copy of any correspondence between the Employer, or their designate and any employee in the bargaining unit, pertaining to the interpretation, administration or application of any part of this Agreement shall be forwarded to the Union Steward or their designate.

## **ARTICLE 9 LABOUR-MANAGEMENT BARGAINING RELATIONS**

- 9.01 The Union shall supply the Employer with a list of Union officers, and a list of members of its negotiating and grievance committee. The Employer shall supply the Union with a list of its negotiating committee, a list of its grievance committee or of such other officials as are authorized to deal with grievances and to represent the Employer in the negotiating or administration of this Agreement. This list shall include the name and title of any supervisors representing management in the administration of this Agreement.
- 9.02 The Union negotiating and grievance committees shall, as provided by this Agreement, negotiate with the Employer the terms of the Collective Agreement.
- 9.03 The Employer shall permit a full-time National Representative of the Union to have access to the Employer's premises in order to attend any meeting between the Employer and the Union pertaining to this Agreement or to assist in the settlement of a grievance as set forth herein.
- 9.04 Any representatives of the Union or negotiating committee, who are in the employ of the Employer shall have the rights to attend meetings mutually agreed between the Employer and the Union held during working hours without loss of remuneration.
- 9.05 One member of the Union Executive shall be permitted to discharge the duties of the Union Executive under terms of the Constitution and by-laws of the local when dealing with management of sub-units of this local, with pay. However, the Union shall reimburse the Employer for all pay during the period of absence.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

- 10.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right and duties of the grievance committee. The Steward (who shall be appointed by the grievance committee) shall assist any employee which the Steward represents in preparing the presentation of their grievance in accordance with the grievance procedure.
- 10.02 The Union shall notify the Employer in writing of the name of the Steward, before the Employer shall be required to recognize them.
- 10.03 The negotiating committee shall constitute the grievance committee.

10.04 The Steward shall not absent themselves from their work without the permission of his supervisor.

10.05 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.

10.06 (a) It is the mutual desire of the parties hereto that complaints of employees and the Employer shall be adjusted fairly and promptly. It is understood that an employee has no grievance until he has first given the Director of Public Works an opportunity to adjust the complaint. Failing satisfactory settlement, it may then be taken up as a grievance and dealt with in the following manner:

If an employee has a grievance he shall make their submission in writing under Step # 1 within five (5) working days after receiving the response from the Director of Public Works.

**Step #1**

The employee and Steward shall present the grievance to the Chief Administrative Officer in writing signed by the Steward containing the particulars of their complaint and the redress sought. The Chief Administrative Officer shall render their decision in writing within four (4) working days after receipt of the grievance.

**Step #2**

Failing a satisfactory settlement being rendered in Step #1, the union may within four (4) working days of the decision in Step #1, submit the grievance to the Employers Grievance Committee or its designated representatives. A meeting will be arranged between the parties, including the National Representative within ten (10) working days or such longer period as mutually agreed to accommodate the needs of the parties and a written decision shall be rendered within 10 (ten) working days of the meeting.

**Step #3**

Subject to Article 10.06(b), failing a satisfactory settlement under the foregoing procedure the matter may be referred to Arbitration, within ten (10) working days of the decision rendered in Step #2.

10.06 (b) Prior to proceeding to arbitration, the parties may mutually agree to utilize the services of a grievance mediator, the costs of which will be shared equally between the parties.

10.07 The Union may submit a written grievance affecting all the employees in the bargaining unit where all the evidence affecting such employees will be the same. Such a grievance shall be filed with the grievance committee

or their designate at Step #2 of the grievance procedure within four (4) working days after the circumstances giving rise to the grievance have occurred.

10.08(a) The Employer may submit a written grievance to the Union within four (4) working days after the circumstances giving rise to the grievance have occurred. The Chief Administrative Officer, on behalf of the Employer, shall lodge the grievance with the National Representative of the Union. Within four (4) days of receipt of the grievance, the National Representative and one other elected or appointed representative of the Union shall meet with the Chief Administrative Officer to discuss the grievance. Within five (5) days after the meeting, the National Representative shall deliver to the Chief Administrative Officer, the Union's answer to the grievance.

(b) If the Employer is not satisfied with the disposition of the grievance by the Union, the matter may be submitted to Arbitration, as specified in Article 10.06 and Article 11.

10.09 Replies to grievances stating reasons shall be in writing at all stages.

10.10 The Employer shall supply the necessary facilities for the grievance meetings.

10.11 If a grievance is not processed in accordance with the time limits set forth in this Article, it shall be considered to be abandoned. Should the party replying to the grievance fail to observe the time limit specified, the grievance shall be automatically advanced to the next step. The time limits set forth in this Article may be extended by mutual agreement, provided that such extension for any one grievance shall not be a precedent or waiver of the time limits for any subsequent grievances. An arbitration board shall not have jurisdiction to extend these time limits and section 48, subsection 16 of the Labour Relations Act shall not apply.

10.12 A grievance filed pursuant to this Article shall state the exact nature of the grievance, the act or acts complained of and when they occurred, the identity of the employee who claims to be grieved, the specific section or sections of this Agreement that the employee claims the Employer has violated and the remedy he seeks. Any submission to Arbitration shall be based upon the written grievance.

## **ARTICLE 11 ARBITRATION**

11.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is

made that this Agreement has been violated, or that any employee has been unjustly disciplined, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to Arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall with ten (10) working days advise the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within twenty (20) working days of the appointment of the second of them or as agreed appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within the time limited, then the Minister of Labour for the Province of Ontario may appoint a qualified person to the Chairman, upon the request of either party.

11.02 Each of the parties hereto will bear the expenses of the nominee appointed by it, and the parties shall jointly bear the expenses, if any, of the chairman of the Board of Arbitration.

11.03 The parties may mutually agree to the appointment of a single arbitrator.

#### **ARTICLE 12 DISCHARGE OR SUSPENSION**

12.01 Any employee who believes that he has been discharged or suspended without just cause may submit a written grievance at Step #2 of the grievance procedure within four (4) working days of the discharge or suspension.

#### **ARTICLE 13 SENIORITY**

13.01 (a) Seniority is to be defined as the length of service from the date of hire and shall include service with the Employer prior to the certification of the Union.

(b) An employee will be considered on probation and hold no seniority and, therefore, will be subject to termination without notice in the sole discretion of the Employer, and without access to the grievance or arbitration procedures, until he has worked six (6) months in a job in the bargaining unit. Upon satisfactorily completing the probationary period, an employee will be placed on the seniority list and their seniority shall date from their date of hire. Employees who have three (3) months service shall be eligible for benefits and the grievance procedure except for termination.

- 13.02 (a)** In cases of promotion or demotion and permanent transfer, the Employer shall be guided by the following factors:
- (i)** seniority;
  - (ii)** requirements of the job; and
  - (iii)** skill, aptitude, efficiency, qualifications and ability.
- (b)** Where two (2) or more employees are qualified, seniority shall be the governing factor.
- 13.03 (a)** Temporary assignments may be made to cover needs such as vacancies due to periods of disability, vacations, emergencies, illness/disability, sudden increases or decreases in volume and similar absences or manpower needs for a maximum of six (6) months, except in cases of statutory leaves or in cases of LTD or WSIB absences, which will be for the duration of the statutory leave or a maximum of twenty-four (24) months, without regard to the seniority provisions of this Agreement.
- (b)** If it becomes necessary for the Employer to fill a permanent vacancy or newly created classification in the bargaining unit, then notice of such vacancy shall be posted on the bulletin board for five (5) full working days providing an opportunity for employees to apply for the vacant position in writing to the Employer. The notice and application must be dated. Only the original vacancy shall be posted. Any subsequent vacancy resulting from the original posting shall be filled at the discretion of the Employer in accordance with the requirements set forth in Article 13.02, but need not be posted. The Employer shall reply to the applicants within ten (10) working days following the end of the posting period. Temporary assignments for the period of the job posting referred to above and until the successful candidate has commenced working in the position may be made by the Employer without regard to the seniority provisions of this Agreement.
- (c)** No employee shall be permitted to bid on a job vacancy under this Article more than once in any period of six (6) consecutive months, unless the new vacancy results in a change to the employee's rate of pay. No new employee may bid for any job vacancy within the first six (6) months of service with the Employer. Any employee refusing to accept a position after bidding for the same shall lose their bidding rights for six (6) months thereafter.
- 13.04** The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the Union bulletin board by January 15<sup>th</sup> of each year. An error in the seniority list may be subject to a grievance within two (2) weeks of the date the list is posted.

- 13.05 No employee shall be transferred to a position outside of the bargaining unit without their consent. An employee transferred to a position outside of the bargaining unit after the signing of this Agreement shall not lose their seniority status but shall accumulate seniority while in the employ of the Employer and will retain their total seniority in the event that he is transferred back in to the bargaining unit.
- 13.06 An employee shall lose their seniority and be deemed to have terminated their employment with the Employer for any of the following reasons:
- (a) if they resign in writing;
  - (b) if he is discharged and such discharge is not reversed through the grievance or arbitration procedure;
  - (c) if he has been laid off and fails to return to work within five (5) working days after he has been notified by the Employer to do so by priority post addressed to the last address on record with the Employer; it shall be the duty of the employee to notify the Employer promptly of any change of their address. If an employee fails to do so, the Employer shall not be responsible in the event that any Employer's notice fails to reach such employee;
  - (d) if absent for two (2) consecutive working days without notifying the Employer unless due to extenuating circumstances;
  - (e) if he accepts full-time employment with another employer at any time;
  - (f) if he is laid off for eighteen (18) consecutive months;
  - (g) if he overstays a leave of absence or vacation without cause acceptable to the Employer; and
  - (h) if he is off work by reason of illness or injury for twenty-four (24) consecutive months. This will be read in conjunction with the Human Rights Code of Ontario

#### **ARTICLE 14 LAY-OFFS & RE-CALLS**

- 14.01 In the event of a reduction in the work force for whatever reason, the following shall apply:
- (a) Unless legislation is more favourable to the employees, the Employer shall notify the employees who are to be laid off within ten (10) working days prior to the effective date of lay-off. If the employee has not had the

opportunity to work the days as provided in this article, he shall be paid for the day for which work was not made available.

- (b) The Employee with the least seniority in a classification (Schedule A) in which a reduction is required shall be declared surplus.
  - (c) The Employee thus declared surplus may take the place of an employee in any position with the same or lower hourly rate of pay, provided the employee has greater seniority, the qualifications, ability, training and experience to preform the work of the less senior employee.
  - (d) An employee who declines to use their bumping rights shall be placed on a recall list for eighteen (18) month period.
- 14.02 No new employee shall be hired until those laid off are able and qualified to do the work, have been given an opportunity of recall. For clarity, the right to recall only applies to positions in the bargaining unit. The steward shall verify that the employee on lay-off has been notified.
- 14.03 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the grievance procedure.
- 14.04 Recall shall be in order of seniority. Recall shall be offered to the employee with the greatest seniority provided the employee has the qualifications and abilities to preform the work. Employees shall have the right to refuse the offer of employment should the position offered is of lower pay than the position in which they were laid off. Employees accepting recall of lesser pay shall have the right to move into another laid off position provided the employee has the qualifications and abilities to preform the work should a vacancy occur within the eighteen (18) month period after layoff.

## **ARTICLE 15 HOURS OF WORK**

- 15.01 (a) Roads/Water Department  
The regular hours of work shall be eight and one-half (8 ½) hours per day and there shall be an additional one-half (1/2) hour unpaid lunch period, between the hours of 7:30 a.m. and 4:30 p.m., Monday to Friday. The Union recognizes the Employer's right to adjust regular working hours to accommodate a winter control shift.

The winter shifts will be performed between November 1 and March 30, at the discretion of the Director of Public Works or designate.

The winter shift for full time staff will generally be:

Weekday morning shift 3:00 a.m. to 12 p.m.

Weekday evening shift 1:00 p.m. to 10:00 p.m.

Scheduling of winter shifts and any adjustments of the shift is at the discretion of the Director of Public Works. Scheduled shifts will be offered on a volunteer basis, if there are not enough volunteers, then the shifts will be assigned on a rotational basis. A minimum notice of two (2) weeks will be given to employees before a shift is scheduled. If two (2) week notice is not provided, all hours worked on the initial eight and one half (8 ½) hour shift will be paid at the applicable overtime rate as per article 16.

(b) Office/Clerical Workers

The regular hours of work for office workers shall be seven and one-half hours per day and there shall be an additional one-half (1/2) hour unpaid lunch period, between the hours of 8:30 and 4:30, Monday to Friday.

15.02 Each employee shall receive one day off every third week with no loss of pay. The day shall be scheduled at a time mutually agreed by the parties.

15.03 Employees shall be permitted a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift.

15.04 An employee reporting for work on their regular shift shall be paid their regular rate of pay for the entire period of work, with a minimum of two (2) hours pay, unless the employee becomes ill at which time the sick leave provisions contained herein shall apply.

15.05 The provisions of Article 15.02 shall be administered as follows for full time employees only.

The employee shall work an additional thirty minutes each day such that the employee shall be eligible to receive one day off when the employee reaches 8 hours of earned time. This shall be referred to as an Earned Day off (E.D.O.)

Employees are ineligible to earn time towards an Earned Day off (E.D.O.) in the event that the employee is absent from work due to illness, vacation or leave.

The foregoing day off will be scheduled at a time mutually agreed between the employee and the supervisor concerned. A maximum of five (5) E.D.O.'s may be banked for future use to be taken in a likewise manner. No employee is entitled to bank more than five (5) E.D.O's at any one time.

If an employee is unable to take the scheduled E.D.O. due to illness, injury or other paid leave or unforeseen circumstance, the E.D.O. will be rescheduled at another mutually agreed time.

It is understood that any E.D.O.'s have no cash surrender value and must be used prior to the year end.

- 15.06 Employees working the winter control shift shall be paid a \$1.10 per hour shift premium. This premium will be paid in addition to any applicable overtime rate as per Article 16.

## **ARTICLE 16 OVERTIME**

- 16.01 All time worked in excess of eight and one half (8 ½) hours per day or forty two and one half (42 ½) hours per week or work on any paid holiday as set forth in Article 17.01 of this Agreement shall be considered overtime.

Overtime may be taken as mutually agreed time off up to a maximum of forty (40) hours time off per calendar year. No more than forty (40) hours regular time may be taken off in this manner in any calendar year. Twenty-eight and one third (28 1/3) hours of time and a half (1 ½) overtime equals forty-two and one half (42 1/2) hours regular time. Mutually agreed time off in lieu of pay must be taken in the same year as the overtime is worked. The employee must decide at the time the overtime is worked whether the employee wants pay or time off. Time off must be mutually agreed to by the employee and the Director of Public Works.

Employees attending conventions, seminars and/or workshops will not accumulate overtime either during or beyond normal working hours. Where employer arranged workshops are scheduled outside normal working hours the employer shall pay the employee straight time hours in attendance of the workshop or grant the same number of hours as time off at a mutually agreed time.

Employer arranged workshop: A workshop that the employer schedules for an employee where the employee is not required to fill out a training and development request form.

- 16.02 Overtime work before and after the regular daily hours shall be paid for at the rate of time and one-half the regular rate of pay for hours worked.

- 16.03 All authorized work performed on a Saturday, and Sunday shall be paid for at the rate of time and one-half of the regular rate of pay for hours worked. In the case of a holiday, the regular holiday pay will also be paid and authorized work performed on holidays listed in Article 17 shall be paid at double time.

- 16.04 An employee who is called into work outside their regular working hours shall be paid a minimum of three (3) hours at their regular overtime rate whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do.
- 16.05 An employee required to work more than four (4) hours overtime shall be allowed a half hour paid meal break.
- 16.06 Overtime shall be offered equitably to all employees, within the department on a rotational basis according to seniority regardless of the time of year save and except for planned overtime related to a specific task or position. If there are not enough volunteers within the department then the overtime will be offered to qualified employees in the other department
- 16.07 An employee shall receive a vacation pay on overtime in accordance with their years of employment as follows:

In the first calendar year of employment having accumulated less than six (6) months of employment	4% vacation pay on overtime
In the first calendar year of employment having accumulated more than six (6) months of employment	4% vacation pay on overtime
In the second calendar year of employment	4% vacation pay on overtime
In the third through the ninth calendar year of employment	6% vacation pay on overtime
In the tenth through the fifteenth calendar year of employment	8% vacation pay on overtime
In the sixteenth through twenty-ninth calendar years of employment	10% vacation pay on overtime
In the thirtieth year and all subsequent calendar years of employment	12% vacation pay on overtime

## **ARTICLE 17 HOLIDAYS**

- 17.01 The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Family Day

An employee is entitled to eight (8) hours pay at their regular straight time base hourly rate for each of the above paid holidays if the employee works their regularly scheduled day prior to and their regularly scheduled day following the paid holiday. This will not apply where an employee is absent on vacation or approved leave of absence under Article 20, at the time of the statutory holiday but in no event shall an employee be entitled to receive pay under Sections 20.02 or 20.03 for a day on which he is entitled to holiday pay hereunder. If an employee is, however, absent on their regular scheduled day prior to and/or their regularly scheduled day following a paid holiday due to illness, authenticated by a doctor's certificate, he shall not thereby be disqualified from their entitlement to holiday pay.

17.02 Where any of the above noted holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday for the purpose of this Agreement.

#### **ARTICLE 18 VACATIONS**

18.01 An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

In the first calendar years of employment having accumulated less than six (6) months of employment -4% of accumulated earnings.

In the first calendar year of employment having accumulated more than six (6) months of employment -One (1) week consisting of five (5) working days; however, their vacation pay for the year shall not be less than 4% of their accumulated earnings.

In the second calendar year of employment. -Two (2) weeks consisting of ten (10) working days.

In the third through the ninth calendar year of employment. -three (3) weeks consisting of fifteen (15) working days.

In the tenth through the fifteenth calendar year of employment. -four (4) weeks consisting of twenty (20) working days.

In the sixteenth through twenty-fourth calendar years of employment. -five (5) weeks consisting of twenty five (25) working days.

In the twenty-fifth year and all subsequent calendar years of employment. -six (6) weeks consisting of thirty (30) working days.

- 18.02 If a paid holiday falls or is observed during an employee's vacation period, he shall be allowed an additional vacation day with pay at a time mutually agreed upon by the employee and Employer.
- 18.03 An employee terminating employment or retiring at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation prior to termination.
- 18.04 When an employee dies, their estate shall be entitled to the value of the vacation credit owing them at the time of death.
- 18.05 Employees will be required to post their vacation preferences not later than February 15th each year. Approval of such requests shall be based upon the needs of the employer and seniority of the employees concerned.

Once vacations have been approved, they can be changed upon the mutual agreement of the employee and the supervisor involved subject to the needs of the employer and with as much advance notice as possible.

Each December 31st the employer will notify employees of the amount of vacation they have earned and which they must take in the following year. This vacation time must be taken by December 31 of the following year. The only exception to the foregoing will be due to extenuating circumstances, where the employee may request that their scheduled vacation may be altered as necessary and mutually agreed.

#### **ARTICLE 19 SICK LEAVE PROVISIONS**

- 19.01 (a) Each employee shall be credited with ten (10) days sick leave per year (non accumulative with no cash value).
- (b) Sick leave credits shall be used for sick leave only and shall be deducted from the employee's total used. An employee shall only be entitled to use sick leave credits when he is absent due to illness, injury or disability including medical appointment arising from an illness, injury or disability.

- (c) In the event the Employer requests a medical note from a treating medical practitioner to verify any illness, injury or disability, the Employer will pay for the full cost of the medical note.

## **ARTICLE 20 LEAVES OF ABSENCE**

### **20.01 Union Leave**

Upon request to the Employer, one employee who is elected or appointed to represent the Union at a conference, conventions or educational seminar shall be allowed leave of absence once annually for a maximum period of ten (10) working days, such leave of absence without loss of pay and without loss of benefits.

The Employer agrees to pay wage and benefits for the above union leaves. The Employer will invoice these costs to CUPE Local 2393 for the wages and benefits and, within thirty (30) calendar days of receipt of such invoice, CUPE 2393 agrees to pay the invoice in full.

### **20.02 (a) Bereavement Leave**

An employee shall be granted a maximum of five (5) regularly scheduled consecutive working days leave without loss of pay or benefits in the case of the death of a parent, wife, husband, common-law spouse, child or step-child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild employee's parent-in-law and employee's step-child.

- (b) An employee shall be granted a maximum of three (3) regularly scheduled consecutive working days leave, without loss of pay or benefits, in the case of the death of a brother-in-law, sister-in-law, grandparent-in-law, uncle, aunt, nephew, niece, and in addition any relative in whose home he/she is living.

- (c) An employee shall be able to defer up to two (2) days of the above mentioned bereavement leave in order to attend a delayed interment or celebration of life

### **20.03 Jury/Witness Duty**

An employee who is called for jury duty, or subpoenaed as a witness in an action in which the employee is not a party involved in the action, will receive for each day of necessary absence therefore the difference between pay last computed at the employee's regular hourly rate and the amount of jury fee or witness fee received, provided that the employee furnishes the Employer with a certificate of services, signed by the Clerk of the Court, showing the amount of jury fee or witness fee received.

**20.04**      **Family Illness Leave**  
An employee shall be granted a leave of absence to a maximum of three (3) working days per year without loss of pay or benefits in the event the employee is required to be so absent because of the illness of an immediate family member. This privilege shall not be cumulative and such leave shall be restricted to a total of three (3) days per calendar year.

**20.05**      **Leaves**  
All requirements outlined in the Employment Standards Act (ESA) with regards to leaves of absence, including but not limited to, Parental Leave, Maternity Leave, Family Medical Leave, and other or similar leaves will be met or exceeded.

**ARTICLE 21 PAYMENT OF WAGES AND ALLOWANCES**

**21.01**      The Employer shall pay wages every two (2) weeks in accordance with Schedule "A" attached hereto and forming part of this Agreement. On their/her pay cheque, each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

**21.02**      The Employer shall pay to each employee who is required to wear safety footwear an allowance of up to \$350.00 per year upon presentation of receipt(s) for Safety Footwear.

**21.03**      The Employer shall provide to each Employee five hundred (\$500.00) in safety work wear per year; which includes high visibility clothing. All coveralls, shirts, sweaters, jackets or similar or like work wear must be embroidered with town name and/or logo. All embroidery of town name and/or logo shall be at the Town's expense over and above the above.

**21.04**      Should an employee be absent on Long Term Disability Benefits or extended W.S.I.B. Benefits at the time of the issuance of the Payment(s) for the provisions of Article 21.02 and/or 21.03 the employee shall not receive such payment(s) until their return to work and such amount shall not exceed the allowance payable for one year.

**21.05**      **On call Supervisor – Carrying of Cell Phone**  
  
On call Supervisor who are required to carry the emergency cell phone shall receive \$25.00 per weekday after hours and \$35.00 per day on weekends. Statutory holidays shall be considered as weekdays.

**21.06**      The Employer shall pay the cost of the knowledge test and medical required for employees renewing their DZ or AZ License, if the Employer

requires the Employee to renew such licenses. The Employer will not pay the cost of failed tests.

## **ARTICLE 22 EMPLOYEE BENEFIT PLANS**

- 22.01 In addition to the Canada Pension Plan, every employee shall join the OMERS Pension Plan as provided for by legislation. The Employer and the employee shall make contributions in accordance with the provisions of the plans.
- 22.02 The Employer agrees to provide the benefits listed in Schedule "B" of the Collective Agreement. The premiums will be paid 100% by the Employer. Benefits listed in Schedule "B" will be provided to an employee who becomes eligible for Long Term Disability or W.S.I.B. Benefits for twenty-four (24) months.
- 22.03 Any temporary employee hired for 12 continuous months or longer as per article 13.03, shall be provided seventy-five cents (\$0.75) per hour in lieu benefits as per schedule B of the collective agreement.
- 22.04 The Employer agrees to provide an Employee's Assistance Program. The Employer shall provide to all employees the necessary information to access this program. Management will provide copies to all staff together with scheduling an information session at a future date.

## **ARTICLE 23 HEALTH AND SAFETY**

- 23.01 The Parties hereto agree to abide by the provisions of the Occupational Health & Safety Act, R.S.O. 1980, c. 321, as amended.

## **ARTICLE 24 GENERAL**

- 24.01 Proper accommodation shall be provided for employees to have their meals and store and change their clothes.
- 24.02 The Employer shall provide a Bulletin Board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- 24.03 Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

24.04        **WSIB**  
The employer will abide by the current WSIA.

24.05        Employees attending Municipally approved training sessions, conferences or meetings outside the Town of Plympton-Wyoming, the Employer shall pay mileage (for use of personal vehicles, where required), meal expenses (if meals are not provided) and single accommodations (if required) for each person while away on the business of the municipality.

**ARTICLE 25 CONTRACTING OUT**

25.01        In order to provide job security for members of the bargaining unit, the Employer agrees that all work or services preformed by the employees shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee except in cases of the drinking water distribution system, wastewater collection and treatment systems, emergencies, duties performed by the Operations Coordinator.

25.02        The Employer shall continue to offer training opportunities to employees to provide opportunities for growth within the organization.

25.03        The compliment of bargaining unit employees will be maintained at twelve (12). On or before December 31, 2024, the compliment being maintained will be increased to thirteen (13) employees.

25.04        That if the drinking water distribution, wastewater collection or wastewater treatment systems are operated internally by the Town in the future, All non-management staff performing any water distribution, wastewater collection or wastewater treatment would become members of the bargaining unit and all terms and conditions of the Collective Agreement would apply to those employees.

**ARTICLE 26 RETROACTIVITY**

26.01        All wage related provisions shall be retroactive to the effective date of the Collective Agreement.

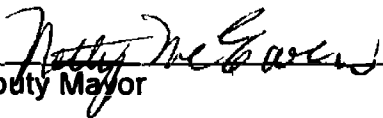
**ARTICLE 27 TERM**

27.01 This Agreement shall become effective as of July 1, 2023, and shall continue in effect until December 31<sup>st</sup>, 2027, and year to year thereafter unless notice of intention to terminate or to amend this agreement is given by either party not more than ninety (90) days before the termination of this agreement.

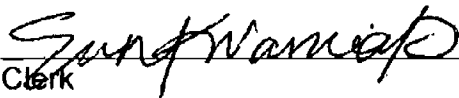
IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives this 9<sup>th</sup> day of August, 2023.

CORPORATION OF THE TOWN  
OF PLYMPTON-WYOMING

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL

  
\_\_\_\_\_  
Deputy Mayor

  
\_\_\_\_\_  
National Representative

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Local Unit Chair

## SCHEDULE "A"

Town of Plympton Wyoming (CUPE) 2023 Salary Grid			July 1, 2023 2% Increase						
Similar Value Group	Job Title <small>(listed in alphabetical order within Similar Value Group)</small>	Hours Annual	2023 SALARY RANGES - HOURLY (2023 SALARY RANGES )						Job Rate Step 6 100%
			Step 1 80%	Step 2 84%	Step 3 88%	Step 4 92%	Step 5 96%		
6	Foreman	2,080	\$65,354	\$68,619	\$71,885	\$75,150	\$78,416	\$81,682	
	Planning Technician	1,820	\$57,184	\$60,042	\$62,899	\$65,757	\$68,614	\$71,471	
			\$31.42	\$32.99	\$34.56	\$36.13	\$37.70	\$39.27	
5	Water Operator	2,080	\$57,970	\$60,882	\$63,773	\$66,664	\$69,576	\$72,467	
	Class 1 - Operator	2,080	\$57,970	\$60,882	\$63,773	\$66,664	\$69,576	\$72,467	
			\$27.87	\$29.27	\$30.66	\$32.05	\$33.45	\$34.84	
4	Administrative Assistant - Clerk/Finance/Public Works	1,820	\$44,299	\$46,501	\$48,721	\$50,942	\$53,144	\$55,364	
	Class 2 - Operator	2,080	\$50,627	\$53,144	\$55,682	\$58,219	\$60,736	\$63,274	
			Parks Operator	2,080	\$50,627	\$53,144	\$55,682	\$58,219	\$60,736
	\$24.34	\$25.55			\$26.77	\$27.99	\$29.20	\$30.42	
3	Class 3 - Operator	2,080	\$47,632	\$50,003	\$52,395	\$54,766	\$57,158	\$59,530	
	Customer Service	1,820	\$41,678	\$43,753	\$45,846	\$47,921	\$50,014	\$52,088	
			\$22.90	\$24.04	\$25.19	\$26.33	\$27.48	\$28.62	
2	Labourer	2,080	\$44,637	\$46,883	\$49,109	\$51,334	\$53,581	\$55,806	
			\$21.46	\$22.54	\$23.61	\$24.68	\$25.76	\$26.83	

Town of Plympton Wyoming (CUPE) 2024 Salary Grid			January 1, 2024 3% Increase					
Similar Value Group	Job Title (listed in alphabetical order within Similar Value Group)	Hours Annual	2024 SALARY RANGES - HOURLY (2024 SALARY RANGES )					
			Step 1 80%	Step 2 84%	Step 3 88%	Step 4 92%	Step 5 96%	Job Rate Step 6 100%
6	Foreman	2,080	\$67,309	\$70,678	\$74,048	\$77,397	\$80,766	\$84,136
	Planning Technician	1,820	\$58,895	\$61,844	\$64,792	\$67,722	\$70,671	\$73,619
			\$32.36	\$33.96	\$35.60	\$37.21	\$38.83	\$40.45
5	Water Operator	2,080	\$59,717	\$62,712	\$65,686	\$68,682	\$71,656	\$74,651
	Class 1 - Operator	2,080	\$59,717	\$62,712	\$65,686	\$68,682	\$71,656	\$74,651
			\$28.71	\$30.15	\$31.58	\$33.02	\$34.45	\$35.89
4	Administrative Assistant - Clerk/Finance/Public Works	1,820	\$45,609	\$47,902	\$50,177	\$52,452	\$54,746	\$57,021
	Class 2 - Operator	2,080	\$52,125	\$54,746	\$57,346	\$59,946	\$62,566	\$65,166
	Parks Operator	2,080	\$52,125	\$54,746	\$57,346	\$59,946	\$62,566	\$65,166
			\$25.06	\$26.32	\$27.57	\$28.82	\$30.08	\$31.33
3	Class 3 - Operator	2,080	\$49,046	\$51,501	\$53,955	\$56,410	\$58,864	\$61,318
	Customer Service	1,820	\$42,916	\$45,063	\$47,211	\$49,358	\$51,506	\$53,654
			\$23.58	\$24.76	\$25.94	\$27.12	\$28.30	\$29.48
2	Labourer	2,080	\$45,968	\$48,277	\$50,565	\$52,874	\$55,162	\$57,470
			\$22.10	\$23.21	\$24.31	\$25.42	\$26.52	\$27.63

Town of Plympton Wyoming (CUPE) 2025 Salary Grid			January 1, 2025 3% Increase					
Similar Value Group	Job Title (listed in alphabetical order within Similar Value Group)	Hours Annual	2025 SALARY RANGES - HOURLY (2025 SALARY RANGES )					
			Step 1 80%	Step 2 84%	Step 3 88%	Step 4 92%	Step 5 96%	Job Rate Step 6 100%
6	Foreman	2,080	\$69,326	\$72,779	\$76,253	\$79,726	\$83,179	\$86,653
	Planning Technician	1,820	\$60,661	\$63,682	\$66,721	\$69,761	\$72,782	\$75,821
			\$33.33	\$34.99	\$36.66	\$38.33	\$39.99	\$41.66
5	Water Operator	2,080	\$61,526	\$64,584	\$67,662	\$70,741	\$73,819	\$76,898
	Class 1 - Operator	2,080	\$61,526	\$64,584	\$67,662	\$70,741	\$73,819	\$76,898
			\$29.58	\$31.05	\$32.53	\$34.01	\$35.49	\$36.97
4	Administrative Assistant - Clerk/Finance/Public Works	1,820	\$46,952	\$49,340	\$51,688	\$54,036	\$56,384	\$58,731
	Class 2 - Operator	2,080	\$53,706	\$56,389	\$59,072	\$61,755	\$64,438	\$67,122
	Parks Operator	2,080	\$53,706	\$56,389	\$59,072	\$61,755	\$64,438	\$67,122
			\$25.82	\$27.11	\$28.40	\$29.69	\$30.98	\$32.27
3	Class 3 - Operator	2,080	\$50,523	\$53,040	\$55,578	\$58,094	\$60,632	\$63,149
	Customer Service	1,820	\$44,208	\$46,410	\$48,630	\$50,833	\$53,053	\$55,255
			\$24.29	\$25.50	\$26.72	\$27.93	\$29.15	\$30.36
2	Labourer	2,080	\$47,362	\$49,733	\$52,083	\$54,454	\$56,826	\$59,197
			\$22.77	\$23.91	\$25.04	\$26.18	\$27.32	\$28.46

Town of Plympton Wyoming (CUPE) 2026 Salary Grid			January 1, 2026 2.75% Increase					
Similar Value Group	Job Title (listed in alphabetical order within Similar Value Group)	Hours Annual	2026 SALARY RANGES - HOURLY (2026 SALARY RANGES )					Job Rate Step 6 100%
			Step 1 80%	Step 2 84%	Step 3 88%	Step 4 92%	Step 5 96%	
6	Foreman	2,080	\$71,240	\$74,797	\$78,354	\$81,931	\$85,488	\$89,045
	Planning Technician	1,820	\$62,335	\$65,447	\$68,559	\$71,690	\$74,802	\$77,914
			\$34.25	\$35.96	\$37.67	\$39.39	\$41.10	\$42.81
5	Water Operator	2,080	\$63,211	\$66,373	\$69,534	\$72,696	\$75,858	\$79,019
	Class 1 - Operator	2,080	\$63,211	\$66,373	\$69,534	\$72,696	\$75,858	\$79,019
			\$30.39	\$31.91	\$33.43	\$34.95	\$36.47	\$37.99
4	Administrative Assistant - Clerk/Finance/Public Works	1,820	\$48,285	\$50,687	\$53,108	\$55,528	\$57,931	\$60,351
	Class 2 - Operator	2,080	\$55,182	\$57,928	\$60,694	\$63,461	\$66,206	\$68,973
	Parks Operator	2,080	\$55,182	\$57,928	\$60,694	\$63,461	\$66,206	\$68,973
			\$26.53	\$27.85	\$29.18	\$30.51	\$31.83	\$33.16
3	Class 3 - Operator	2,080	\$51,896	\$54,496	\$57,096	\$59,675	\$62,275	\$64,875
	Customer Service	1,820	\$45,409	\$47,684	\$49,959	\$52,216	\$54,491	\$56,766
			\$24.95	\$26.20	\$27.45	\$28.69	\$29.94	\$31.19
2	Labourer	2,080	\$48,651	\$51,085	\$53,518	\$55,952	\$58,386	\$60,819
			\$23.39	\$24.56	\$25.73	\$26.90	\$28.07	\$29.24

Town of Plympton Wyoming (CUPE) 2027 Salary Grid			January 1, 2027 2.75% Increase					
Similar Value Group	Job Title (listed in alphabetical order within Similar Value Group)	Hours Annual	2027 SALARY RANGES - HOURLY (2027 SALARY RANGES )					Job Rate Step 6 100%
			Step 1 80%	Step 2 84%	Step 3 88%	Step 4 92%	Step 5 96%	
6	Foreman	2,080	\$73,195	\$76,856	\$80,517	\$84,178	\$87,838	\$91,499
	Planning Technician	1,820	\$64,046	\$67,249	\$70,452	\$73,655	\$76,859	\$80,062
			\$35.19	\$36.95	\$38.71	\$40.47	\$42.23	\$43.99
5	Water Operator	2,080	\$64,938	\$68,203	\$71,448	\$74,693	\$77,938	\$81,182
	Class 1 - Operator	2,080	\$64,938	\$68,203	\$71,448	\$74,693	\$77,938	\$81,182
			\$31.22	\$32.79	\$34.35	\$35.91	\$37.47	\$39.03
4	Administrative Assistant - Clerk/Finance/Public Works	1,820	\$49,613	\$52,088	\$54,564	\$57,039	\$59,513	\$62,007
	Class 2 - Operator	2,080	\$56,701	\$59,530	\$62,358	\$65,187	\$68,037	\$70,866
	Parks Operator	2,080	\$56,701	\$59,530	\$62,358	\$65,187	\$68,037	\$70,866
			\$27.26	\$28.62	\$29.98	\$31.34	\$32.71	\$34.07
3	Class 3 - Operator	2,080	\$53,331	\$55,994	\$58,656	\$61,339	\$64,002	\$66,664
	Customer Service	1,820	\$46,865	\$48,994	\$51,324	\$53,672	\$56,001	\$58,331
			\$25.64	\$26.92	\$28.20	\$29.49	\$30.77	\$32.05
2	Labourer	2,080	\$49,982	\$52,478	\$54,995	\$57,491	\$59,987	\$62,483
			\$24.03	\$25.23	\$26.44	\$27.64	\$28.84	\$30.04

**LOU Re. New Parks Position**

LETTER OF UNDERSTANDING

BETWEEN

THE TOWN OF PLYMPTON-WYOMING

AND


CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2393.2

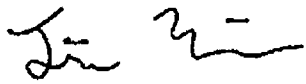
During negotiations for the renewal Collective Agreement, the Employer offered to create a new Parks Operator position within the bargaining unit. This agreement is identified in the new Article 25.03. If the position requires an updated job description, the Employer agrees to discuss with the Union in order to come up with a mutually agreeable job description for this new additional position.

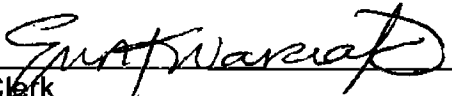
SIGNED at Wyoming, ON this 9th day of August, 2023.


**TOWN OF PLYMPTON WYOMING**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2393.2**

  
Deputy Mayor

  
National Representative

  
Clerk

  
President

  
Local Unit Chair

**LOU Re. Job Descriptions**

LETTER OF UNDERSTANDING

BETWEEN

THE TOWN OF PLYMPTON-WYOMING

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2393.2

In order to address any issues with the current job classification system, the Employer and the Union agree to the following amendments to the Collective Agreement dated July 1, 2023 to December 31, 2027 as follows:

- Mutually agreeable Job Descriptions to be developed by June 30<sup>th</sup>, 2024 for all bargaining unit positions.

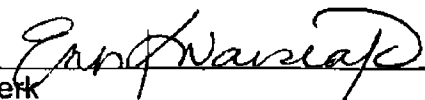
SIGNED at Wyoming, ON this 9<sup>th</sup> day of August, 2023.


**Town of Plympton Wyoming**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2393.2**

  
Deputy Mayor

  
National Representative

  
Clerk

  
President

  
Local Unit Chair

**LOU Re. Performance Appraisal Procedure:**

LETTER OF UNDERSTANDING

BETWEEN

THE TOWN OF PLYMPTON-WYOMING

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2393.2

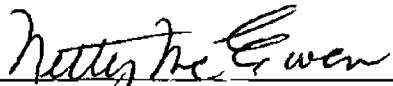
The parties agree to meet within six (6) months of ratification to discuss the Performance Appraisal procedure. The intent of these discussions will be to create a mutually agreeable process to ensure transparency and fairness for all employees covered by the terms of this Collective Agreement.

This is without prejudice and precedent to any other agreements between the parties. Any disputes related to the application, implementation or interpretation of this letter will be subject to the grievance procedure as detailed within this agreement.

SIGNED at Wyoming, ON this 9<sup>th</sup> day of August, 2023.

**TOWN OF PLYMPTON WYOMING**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2393.2**

  
\_\_\_\_\_  
Deputy Mayor

  
\_\_\_\_\_  
National Representative

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Local Unit Chair

**Town of Plympton-Wyoming (LAMP)**  
**CUPE – Schedule B Benefit Design Plan**  
**Effective July 1, 2023 – December 31 2027**

<i>Life Insurance/Accidental Death &amp; Dismemberment</i>	CUPE
<b>Schedule</b>	150% of annual earnings
<b>Maximum Benefit</b>	\$100,000
<b>Non-Evidence Maximum</b>	\$100,000
<b>Reduction</b>	50% at age 65
<b>Termination</b>	Age 70 or earlier retirement
<b>Waiver of Premium</b>	Life – 119 day qualifying period; Ad&D – After 6 months
<b>Conversion Option (Life Insurance only)</b>	Yes

<i>Dependent Life</i>	CUPE
<b>Spouse Amount</b>	\$10,000
<b>Child Amount</b>	\$5,000
<b>Child Definition</b>	Over 24 Hours old to age 21 (to age 26 if full-time student)
<b>Termination at employees age</b>	Age 70 or earlier retirement
<b>Conversion Option</b>	No

<i>Short Term Disability</i>	CUPE
<b>Schedule</b>	70% of weekly earnings
<b>Maximum Benefit</b>	\$1500
<b>Elimination Period:</b> Accident	0 days
Sickness	3 days
Hospitalization	0 days
<b>Maximum Payout</b>	17 weeks
<b>Definition of Disability</b>	Non occupational
<b>Tax Status</b>	Non-Taxable unless deemed to be taxable income as per the CRA
<b>Termination</b>	Age 65 or earlier retirement

The information in this report is only a summary of the more important provisions of the benefits. The insurance company policy will be the governing document.

**Town of Plympton-Wyoming (LAMP)**  
**CUPE – Schedule B Benefit Design Plan**  
**Effective July 1, 2023 – December 31 2027**

<i>Long Term Disability</i>	<b>CUPE</b>
<b>Schedule</b>	<b>75% of monthly earnings</b>
<b>Maximum Monthly Benefit</b>	<b>\$5500</b>
<b>Non Evidence Maximum</b>	<b>\$5500</b>
<b>Termination</b>	<b>Age 65 or earlier retirement less elimination period</b>
<b>Benefit Duration</b>	<b>Age 65, recovery, retirement or death</b>
<b>Elimination Period</b>	<b>119 days</b>
<b>Definition of Disability</b>	<b>24 months own occupation Followed by "any occupation" period.</b>
<b>Canada Pension Plan Offset</b>	<b>Primary</b>
<b>Tax Status</b>	<b>Taxable</b>
<b>All source maximum</b>	<b>85% of pre-disability gross income</b>
<b>Rehabilitation Benefits</b>	<b>Yes</b>
<b>Partial Disability Benefits</b>	<b>Not included</b>
<b>Survivor Benefits</b>	<b>Not included</b>
<b>Pre-Existing Conditions Clause</b>	<b>90 days &amp; 12 months</b>
<b>Conversion Option</b>	<b>Not included</b>
<b>Cost of Living Index</b>	<b>Not included</b>

The information in this report is only a summary of the more important provisions of the benefits. The insurance company policy will be the governing document.

**Town of Plympton-Wyoming (LAMP)**  
**CUPE – Schedule B Benefit Design Plan**  
**Effective July 1, 2023 – December 31 2027**

<i>Medical</i>	<b>CUPE</b>
<b>Co Insurance</b>	100% all expenses
<b>Annual Deductible</b>	NIL
<b>Maximum in Canada</b>	Unlimited
<b>Maximum outside Canada</b>	\$1,000,000 per calendar year (n/a to retirees)
<b>Termination</b>	Active - Age 70 or earlier retirement Retirees – End of the month you attain age 70
<b>Drug Coverage (legally requiring a prescription)</b>	Pay Direct
<b>Fertility Drugs</b>	Included
<b>Smoking Cessation Products</b>	One course of treatment in any 12 month period
<b>Anti-Obesity Drugs</b>	Included
<b>Vision care</b>	\$600 every 24 months
<b>Eye Exams</b>	\$150 every 24 months
<b>Hospitalization in Canada</b>	Semi-private
<b>Chronic Treatment Care</b>	Difference between Ward/Semi – max \$3.00/day for 120 days per calendar year
<b>Convalescent Hospital</b>	Included
<b>Out of Country Emergency</b>	Included (180 days) (n/a to retirees)
<b>Out of Country Referral</b>	\$50,000 per calendar year
<b>Out of Country Assistance Package</b>	Included
<b>Ambulance</b>	Air / Ground
<b>Hearing Aids</b>	\$1000 once every 4 years
<b>Licensed Registered Non-Medical Practitioners:</b>	
Chiropractor	\$10 per visit deductible for 1 <sup>st</sup> 15 visits per calendar year; \$500 max. / cal year
Osteopath	\$500 per calendar year
Naturopath	\$500 per calendar year
Chiropodist/Podiatrist	\$500 per calendar year
Speech Therapist	\$500 per calendar year
Acupuncturist	\$500 per calendar year
Registered Massage Therapist	\$500 per calendar year
Dietician	Health Coaching - \$200 (4 sessions) – age 16+
Christian Scientist	Not Included
Psychologist	\$500 per calendar year
Physiotherapist	Included
<b>Physician Recommendation required</b>	No
<b>Registered Private Duty Nursing</b>	\$15,000 every 3 calendar years
<b>Orthopedic Shoes (physician recommendation required)- custom made</b>	Reasonable & Customary 2 pairs 12 months
<b>Orthotics (physician recommendation required)</b>	Reasonable & Customary 1 pair every 3 years
<b>Medically Necessary Appliances</b>	Reasonable & Customary
<b>Accidents to Natural Teeth</b>	Included
<b>Survivor Benefits</b>	Not included

The information in this report is only a summary of the more important provisions of the benefits. The insurance company policy will be the governing document.

**Town of Plympton-Wyoming (LAMP)**  
**CUPE – Schedule B Benefit Design Plan**  
**Effective July 1, 2023 – December 31 2027**

<i>Dental</i>	<b>CUPE</b>
<b>Co-Insurance:</b> Basic Preventative Services Major Restorative Orthodontic Services	100% 50% 50%
<b>Maximums:</b> Basic Preventative Services Major Restorative Services Orthodontic Services	\$3,000 per calendar year Combined with basic preventative \$2,500 lifetime
<b>Annual Deductible</b>	Nil
<b>Oral Recall (including exams, bitewing x-rays)</b>	Twice every 12 months
<b>Fluoride Treatment</b>	Twice every 12 months
<b>Oral Hygiene Instruction</b>	Twice every 12 months
<b>Composite / Acrylic Fillings</b>	Included
<b>Endodontic – Periodontic Services</b>	Included
<b>Oral Surgery</b>	Included
<b>Denture Reline / Rebase</b>	After 6 months of installation Denture relines once every 3 years
<b>General Practitioner Fee Guide</b>	Current Fee Guide
<b>Specialist Fee Guide</b>	Reimbursed according to GP Fee Guide
<b>Termination</b>	Age 70 or earlier retirement Retirees – End of the month you attain age 70
<b>Survivor Benefits</b>	Not included

<i>General</i>	
<b>Eligibility for Health &amp; Dental</b>	Active - Regularly working 30 hours per week  Retirees – minimum 10 years of service
<b>Eligibility for Life Insurances/AD&amp;D/STD/LTD</b>	Regularly working 20 hours per week
<b>Waiting Period</b>	3 months
<b>Child Definition for Health &amp; Dental</b>	To age 21 (25 if full time student)
<b>Common-law Cohabitation Clause</b>	12 months
<b>Stop Loss</b>	\$15,000
<b>EAP</b>	Not Included
<b>2<sup>nd</sup> Opinion</b>	Not Included

The information in this report is only a summary of the more important provisions of the benefits. The insurance company policy will be the governing document.

**THE CORPORATION OF THE TOWN OF PLYMPTON-WYOMING**

**BY-LAW NUMBER 83 OF 2023**

**Being a By-law to Authorize the Execution of a Collective Agreement between the Town of Plympton-Wyoming and the Canadian Union of Public Employees (CUPE) and its Local 2393.2**

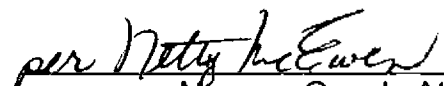
**WHEREAS** Section 8 of the Municipal Act, 2001, S.O. 2001, c.25 as amended, states that the municipality has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority;

**AND WHEREAS** the Council of the Town of Plympton-Wyoming considers it advisable to enter into an agreement with the Canadian Union of Public Employees (CUPE) and its Local 2393.2;

**NOW THEREFORE** the Council of the Corporation of the Town of Plympton-Wyoming hereby enacts as follows:

1. The Mayor and Clerk are hereby authorized to sign and execute an agreement between the Corporation of the Town of Plympton-Wyoming and Canadian Union of Public Employees (CUPE) and its Local 2393.2 for the period July 1, 2023 to December 31, 2027.
2. The agreement shall form 'Schedule A' to this by-law.
3. This by-law shall come into force and take effect immediately upon the final passing thereof.
4. Any by-laws inconsistent with this by-law shall be considered repealed.

Read a first time, and taken as having been read a second and third time and finally passed this 9<sup>th</sup> day of August 2023.

  
\_\_\_\_\_  
Mayor – Gary L. Atkinson

  
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Clerk – Erin Kwarcia