

COLLECTIVE AGREEMENT

BETWEEN

THE VILLAGE OF KEREMEOS



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 608**



JANUARY 1, 2020 – DECEMBER 31, 2024

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AGREEMENT BETWEEN:

THE VILLAGE OF KEREMEOS,
(hereinafter called the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 608,
Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour
Congress
(hereinafter called the "Union")

ARTICLE 1 PREAMBLE

1.01 Preamble

This Agreement is entered into for the purpose of promoting and continuing the good relationship between the Village of Keremeos and its employees represented by the Union; to secure prompt and equitable disposition of grievances, and to establish conditions of employment, rates of pay and hours of work.

ARTICLE 2 RIGHTS OF MANAGEMENT

2.01 Rights of Management

The Union agrees that the management and control of the Employer's business and the direction and control of the Employer's work force are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this Agreement. The Union further recognizes and agrees that the Employer retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a specific provision of this Agreement.

ARTICLE 3 UNION RECOGNITION AND BARGAINING UNIT

3.01 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees covered by Schedule "A" of this Agreement and hereby consents and agrees to confer and/or negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the Employer and the Union.

3.02 Work of the Bargaining Unit

It is further agreed that, except for incidental or emergency situations, ~~or~~ only employees of the bargaining unit whose classifications are covered by the Agreement shall perform work performed by those employees who are deemed to be within the bargaining unit for which the Union is certified.

3.03 Application

Every employee of the Village of Keremeos is a member of the bargaining unit except those properly excluded by the *Labour Relations Code* definition.

ARTICLE 4 NO DISCRIMINATION

4.01 No Discrimination

The Village of Keremeos agrees that there should be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, termination, discipline, dismissal, or otherwise by reason of the race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

The foregoing does not apply:

- a) as it relates to age, to a bona fide scheme based on seniority, or
- b) as it relates to marital status, physical or mental disability, sex or age, to the operation of a bona fide retirement, superannuation or pension plan or to a bona fide group or employee insurance plan, or
- c) with respect to a refusal, limitation specification or preference based on a bona fide occupational requirement.

4.02 Act in Good Faith

An employee shall at all times and in like manner act in good faith toward the employer in the course of his/her exercise of the duty of loyalty with fidelity towards the employer.

4.03

Harassment

Harassment between employer/employee and/or employee/employee may occur in several different forms in the workplace or as a result of working relationships, as follows:

a) **Workplace Harassment**

- i) The Employer will promote a work environment that is free from harassment and discrimination where all employees are treated with respect and dignity. Discrimination and harassment relates to any of the prohibited grounds contained in the BC Human Rights Code. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unsolicited or unwelcome, which ought to reasonably be known to be inappropriate, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.
- ii) Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.
- iii) Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.
- iv) This Article does not preclude an employee from filing a complaint under the BC Human Rights Code. In the event the employee does initiate a complaint pursuant to the Human Rights Code, the Village may hold in abeyance any internal investigation or review procedures pending the outcome of that complaint.
- v) An employee who files a written complaint which is found by the Employer to be frivolous, vindictive or vexatious may be subject to disciplinary action.

b) **Personal Harassment**

Personal harassment takes place when a person acts in a manner which serves no legitimate work purpose and which ought to reasonably be known to be or would generally be considered by a reasonable person to be inappropriate.

c) **Sexual Harassment**

Sexual harassment is any sexually-oriented conduct – verbal, physical, or by innuendo, when:

- i) submission to such conduct becomes either explicitly or implicitly a term or condition of employment;
- ii) submission to or rejection of such conduct is used as a basis for employment decisions;

- iii) such conduct has a purpose or effect of interfering with work performance; or
- iv) such conduct creates an intimidating, hostile, or offensive working environment.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees, who have reached the age of majority.

4.04 Procedures

The Employer and the Union shall receive all complaints of harassment seriously, and shall work to ensure that they are resolved quickly, confidentially and fairly. At any meeting with the Employer in this regard, the complainant may be accompanied by a member of the Union and/or the Union's national representative. In the event that the issue remains unresolved after review by the Employer, the employee may refer the matter at Step 2 of the Grievance Procedure.

No employee shall be subject to reprisal or discipline as a result of filing a bona fide complaint of sexual or personal harassment. It is recognized, however, that false or malicious complaints may damage the reputation of, or be unjust to other employees and/or the Employer and therefore the complainant may be subject to disciplinary action.

ARTICLE 5 UNION SECURITY

5.01 Maintenance of Membership

Every employee who is now or hereafter becomes a member of the Union shall maintain his/her membership in the Union as a condition of his/her employment, and every new employee whose employment commences hereafter shall within thirty (30) days after the commencement of his/her employment, apply for and maintain his/her membership in the Union as a condition of his/her employment.

5.02 Contracting Out of Work

It is agreed that the Employer has the right to contract out any work. However, such contracting out shall not affect the continued employment of those persons covered by this Agreement, nor shall any employee suffer a reduction in hours of work due to contracting out by the Employer.

It is also agreed that work traditionally and exclusively performed by employees shall not be contracted out, except where mutually suitable arrangements have been reached between the Employer and the Union.

ARTICLE 6 CHECKOFF OF UNION DUES

6.01 Checkoff

As a condition of employment, every employee to whom the terms and conditions of this Agreement apply, whether a member of the Union or not, shall pay to the Union an amount equal to the current monthly union dues and assessments as established by the Union in accordance with its Constitution and/or Bylaws. The Employer shall deduct from the earnings of each employee such amount.

6.02 Remittance

Remittance shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list containing names, hours worked, total earnings and Union deductions made.

6.03 Initiation Fee

The Employer shall deduct from their earnings an initiation fee in the amount established by the Union in accordance with its Constitution and/or Bylaws and shall forward such deduction to the Union in the manner provided for in Article 6.04.

6.04 Deductions

Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-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.

ARTICLE 7 EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer agrees to supply new employees with a copy of this Agreement and to draw their attention to the conditions of employment set out in the Articles dealing with Union Security and Dues Checkoff.

ARTICLE 8 CORRESPONDENCE

8.01 Correspondence

Correspondence between the Employer and the Union, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer or person holding an equivalent position and the Unit Chairperson.

ARTICLE 9 LABOUR MANAGEMENT RELATIONS

9.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers, union stewards and authorized committee members. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

9.02 Labour-Management Relations Committee

A Labour-Management Relations Committee shall be appointed and consist of not more than two (2) representatives of the Employer, as appointees of the Employer, and not more than two (2) members of the Union, as appointees of the Union.

9.03 Function of Labour-Management Relations Committee

The Committee is established for the purpose of enabling the Parties, during the term of this Agreement, to discuss issues relating to the workplace that affect the Parties, or any employee bound by this Agreement. The Committee shall not deal with grievances or collective bargaining for the renewal or extension of this collective agreement. This committee will also function as the Joint Health and Safety Committee.

9.04 Meetings of Committee

In the event the Union or the Employer wishes to call a meeting of the Labour-Management Relations Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than ten (10) calendar days after the request has been given.

9.05 Time Off for Meetings

Any representative of the Union on the Labour-Management Relations Committee, who is in the employ of the Employer, shall have the privilege of attending Labour-Management Relations Committee meetings held within working hours without loss of remuneration.

9.06 Collective Bargaining

Where permission has been granted to employees who are representatives of the Union to leave their employment to carry on collective bargaining with the Association with respect to the renewal of this Agreement, they shall suffer no loss of pay whilst acting in such capacity.

9.07 Representatives of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with or negotiating with the Employer.

ARTICLE 10 RULES AND REGULATIONS

10.01 Copies to be Posted

Copies of all rules and regulations made by the Employer for the government of employees in the bargaining unit shall be forwarded to the Union and shall be posted on all bulletin boards.

ARTICLE 11 GRIEVANCE PROCEDURE

11.01 Permission to Leave Work

Union Stewards and members of the Grievance Committee shall be permitted time off to handle grievances without loss of pay, provided they have first sought and obtained permission from their immediate supervisor to absent themselves from their regular duties for that purpose, which permission shall not be unreasonably withheld.

11.02 Definition of Grievance

"Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action or relating to employment where it is alleged that the Employer has acted unjustly. "Party", as used in Articles 12 and 13 of this Agreement, shall mean the Union and shall also mean the Employer to this Agreement. All grievances shall be finally and conclusively settled in the manner set out in this Article without slowdown or stoppage of work.

11.03 Settling of Grievances

Step 1

The employee(s) concerned, in person, with his/her Union Steward in attendance, shall first seek to settle the grievance with the immediate Supervisor or person holding an equivalent position within thirty (30) working days from the time the grievance became known to the employee(s) or the Union.

Step 2

If a satisfactory settlement is not reached within three (3) working days after a grievance was first discussed under Step 1, the grievance shall be submitted, in writing, to the Chief Administrative Officer.

Within five (5) working days of receipt of the grievance, the aggrieved employee, in person with the Union's Grievance Committee and any necessary witnesses, will meet with the Employer's Grievance Committee and any necessary witnesses, in an effort to resolve the grievance.

The Employer's Grievance Committee may be comprised of the Chief Administrative Officer and any other affected supervisory staff.

At the grievance meeting held between the Parties, both Parties shall present and hear all of the known evidence and facts related to the dispute. Both Parties commit to bringing forward all known evidence and facts of the case and not to withhold any known evidence or facts, in the best interests of resolving the dispute to the benefit of the Parties and the Griever.

Should either of the Parties become aware of any relevant or pertinent evidence or facts related to the dispute following the grievance meeting, which were unknown to that Party at the time of the grievance meeting, the Party shall be obligated to immediately inform the other Party of the new information.

Failure to provide such information to the other Party prior to any arbitration proceeding into the dispute shall disqualify that Party from relying on such new information at any arbitration proceeding into that dispute.

11.04 Time Limits

The Employer shall advise the Union of its decision within five (5) working days following the Step 2 grievance meeting. The Union shall notify the Employer within fifteen (15) working days after receiving the Employer's Step 2 response if it intends to proceed to Arbitration and shall name its nominee to the Arbitration panel. In the event that the Union does not notify the Employer that it will proceed to Arbitration within the prescribed time limit, the Grievance shall be deemed to be abandoned and all rights to the Grievance Procedure at an end.

11.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be bypassed.

11.06 Replies in Writing

Replies to grievances shall be in writing at all stages following Step 1.

11.07 Employee May Discuss His Own Personal Problem

Nothing in this Article shall be interpreted as preventing an employee from discussing his/her own personal problem with his/her immediate foreman or person holding an equivalent position.

ARTICLE 12 ARBITRATION

12.01 Board of Arbitration

- a) A Board of Arbitration shall consist of three (3) members, one (1) to be chosen by either party, the third (3rd), who shall be Chair, to be selected by the two (2) so appointed. The members chosen by the parties concerned must meet within seven (7) days of their selection, and they shall be allowed a further seven (7) days to agree upon a Chair. If they fail to agree on a Chair, either party may apply to the Minister of Labour to appoint a Chair.
- b) Upon his selection or appointment, the Chair of the Board of Arbitration shall fix a date for hearing the grievance.
- c) The Board shall deliver its award in writing to each of the parties as soon as practical after all the evidence has been submitted. The award of a majority of the Board shall be the award of the Board and shall be binding upon the parties, but in no event shall the Board have the power to alter, modify or amend this Agreement in any respect.
- d) Grievances submitted to a Board of Arbitration shall be in writing and shall clearly specify the nature of the issue.
- e) Each party shall bear the fee and expenses of the member appointed by such party and shall pay half (1/2) the fee and expenses of the Chair.

12.02 Amending of Time Limits

Time limits mentioned in Articles 11 and 12 refer to working days and may only be extended by written mutual agreement of the parties.

12.03 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee concerned as witness and other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

12.04 Single Arbitrator

Notwithstanding the foregoing, the parties may mutually agree to the use of a single arbitrator, who will be governed by the provisions of this Article. Failing to agree on a single arbitrator, the provisions of the three (3) person Board will apply.

ARTICLE 13 DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Warnings

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall within five (5) days thereafter give written particulars of such censure to the employee involved, with copy thereof to the President of the Union.

13.02 Procedure Upon Discharge or Suspension

Discharge or suspension of an employee shall be for proper cause.

13.03 Picket Line

Proper cause shall not include the refusal of an employee to cross a picket line maintained at the premises of an Employer by other employees of the Employer who are engaged in a legal strike.

13.04 Reasons in Writing

When an employee is discharged or suspended, the employee shall be given the reasons, in writing, within twenty-four (24) hours of such suspension or discharge.

13.05 Special Grievance

A claim by an employee that he/she has been discharged or suspended for other than proper cause shall be treated as a special grievance and shall be submitted directly under Step 2 of Article 11.03.

13.06 Reinstatement

Should it be found upon investigation that an employee has been suspended or discharged for other than proper cause, such employee shall be immediately reinstated in his/her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to the employee's normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

13.07 Access to Personnel File

The Employer agrees that all employees will have access to their personnel file and may review same in the presence of the Chief Administrative Officer. To obtain access to the employee's personnel file the said employee will forward the appropriate request in writing to the Chief Administrative Officer or designate who will deal with the request within a reasonable time. Any employee may respond in writing to any report on their personnel file and such response will become a part of the file. Except for blatant acts, letters of discipline will be removed from the employee's personnel file after thirty-six (36) months provided the employee has no similar incidents.

ARTICLE 14 SENIORITY

14.01 Seniority Defined

Seniority shall be measured by length of service in the employ of the Employer, and except as provided in Article 14.05, shall operate on a bargaining unit-wide basis.

14.02 Probationary Employees

Employees shall be considered to be probationary employees until they have been employed for a total of three (3) months during the twelve (12) month period commencing with the date their term of employment commenced and during such probationary period they shall not be entitled to seniority and may be discharged for any reason. At the end of such probationary period such employees shall be entered on the appropriate seniority list as of his/her original date of employment.

14.03 Seniority Lists

The Employer shall prepare and keep up to date a seniority List of all employees who have qualified for seniority, and a copy of such list, as it may be revised from time to time, shall at all times be kept posted on the bulletin boards.

14.04 Loss of Seniority

- a) Except as provided in Subsection (b), an employee shall not lose his/her seniority if the employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.
- b) An employee shall lose his/her seniority in the event he/she:
 - i) is discharged for proper cause;
 - ii) resigns;
 - iii) is absent from work in excess of five (5) working days without approval, unless it was not reasonably possible to contact the Employer to request such approval;
 - iv) fails to return to work following a layoff, within the period prescribed in Article 16.05, unless unable to do so because of sickness, or other cause acceptable to the Employer or;
 - v) is laid off for a period longer than one (1) year.
- c) When an employee loses seniority, his/her right to continued employment and/or to re-employment shall cease. In the event of re-employment, such person shall start as a new employee and the right to seniority and other benefits based upon his length of service with the Employer shall be calculated from his/her date of re-employment.

14.05 Inside and Outside Staff Division for Layoff and Recall

Seniority shall prevail on the basis of Inside and Outside Staff division for the purpose of layoff and/or recall.

14.06 Retention of Seniority, Non-Bargaining Unit Positions

Employees promoted or transferred to supervisory or other positions not subject to this Agreement shall thereafter retain their seniority standing and, if subsequently demoted or transferred to a job in the bargaining unit, the time spent in the supervisory or other position shall be added to such standing.

14.07 Grant Workers

All "Grant Workers" and/or Student Workers will be considered "employees" but will not accrue seniority. The rate of pay and benefits will be negotiated between the Parties.

ARTICLE 15 PROMOTIONS AND TRANSFERS

15.01 Seniority to Apply

Promotions and transfers shall be made on the basis of seniority, provided the employee concerned possesses the necessary qualifications, skill, knowledge and ability to efficiently fulfill the job requirements.

15.02 Job Posting

If a job vacancy occurs, or a new position is created which comes within the scope of this Agreement, notice of such vacancy or new position shall be posted in a manner which gives all employees in all departments covered by this Agreement adequate access to the information contained in such notice. Such notice shall contain the following information: nature of position, required knowledge and education, ability and skills, shift, and rate of pay. Copy of the notice shall also be sent to the Secretary of the Union.

15.03 Permanently Filled

Such vacancy or new position shall not be permanently filled until five (5) consecutive working days have elapsed after the posting of such notice. Transfers of successful applicants will be made as soon as possible.

15.04 Filling of Vacancies on a Temporary Basis

Notwithstanding any other provisions of this Agreement, whenever a new or vacant position(s) requires immediate filling, the Employer will select an employee(s) taking seniority, qualifications and employee preference to such opening(s) into account. The Employer agrees such filling of position(s) shall be deemed to be "pending posting" and said position shall be posted within thirty (30) days.

15.05 Employee to be on Trial

When a job vacancy or new position is filled on a permanent basis by an employee currently employed by the Village, the employee concerned shall be on trial period for three (3) months. At the conclusion of such three (3) month trial period (or sooner if it should become apparent that the employee cannot successfully complete the trial period), the Employer shall review the service of the employee whilst on the job. If such service has proven satisfactory the Employer shall confirm the employee in the job. If the employee's service is not deemed to be satisfactory, the Employer may extend the trial period for not more than one (1) additional month, or shall return the employee to his/her former job, or shall place the employee on other work consistent with his qualifications, skill, knowledge and ability to efficiently fulfill the job requirements, in which case the employee shall be paid not less than the rate of pay he/she was in receipt of when last employed on his/her former job.

15.06 Long Service/Disabled Employees

Employees who have become unable to meet the requirements of their assigned position due to sickness, accident or disability will be accommodated to the point of undue hardship to the Employer.

15.07 Job Posting During Vacation or Leave of Absence

If any employee indicates to his/her supervisor in writing, prior to going on vacation or leave of absence, his/her intent to apply for an anticipated job posting, he/she will be considered as having applied for such opening.

ARTICLE 16 LAYOFFS AND RECALLS

16.01 Layoffs

The Employer shall notify employees with seniority rights who are to be laid off, ten (10) working days before layoff is to be effective. The provision of this clause shall not apply because of a temporary suspension of work due to inclement weather or emergency conditions beyond the control of the Employer.

16.02 Layoff Order

In the event of layoff, probationary employees shall be laid off first, and thereafter employees shall be laid off in reverse order of seniority, provided that there are available employees with seniority who are qualified and willing to do the work of employees laid off.

16.03 Employee Contact Information

It shall be the responsibility of a laid off employee to keep the Employer informed of his/her contact information through which he/she may be contacted.

16.04**Recalls**

In the case of employees who have completed the probationary period and are laid off due to lack of work, such employees shall be entitled to recall for employment in order of seniority, provided they are qualified to do the work available.

16.05**Return to Work**

Such employees shall return to work within five (5) working days (or such longer period as may be mutually agreed upon) after recall notice has been received.

16.06**Emergent or Short Term Work**

When emergent or short term work of less than five (5) working days occurs, the Employer may recall employees out of order of seniority and the provisions of Article 16.05 shall not apply.

16.07**General Workforce Reduction**

Should it become necessary to reduce the workforce, an employee shall be entitled to take a layoff if there are only lower rated classifications, which shall include lower pay and/or fewer hours, available to bump into.

ARTICLE 17 HOURS OF WORK**17.01****Normal Work Day and Normal Work Week**

The normal work day and the normal work week shall be:

a) Office Employees

The normal work day shall consist of a scheduled period of seven (7) hours of work between the hours of 6:30 a.m. and 4:30 p.m. The normal work week shall consist of five (5) such days, Monday to Friday inclusive.

b) Outside Employees

The normal work day shall consist of a scheduled period of eight (8) hours of work between the hours of 6:00 a.m. and 4:30 p.m., with one-half (½) hour for lunch. During the summer months of June, July and August, the normal work day shall consist of a schedule of eight (8) hours of work between the hours of 5:00 a.m. and 3:30 p.m. with one-half (½) hour for lunch. The normal work week shall consist of five (5) such days, Monday to Friday, inclusive.

c) Notwithstanding the provisions of 17.01 (a) and (b), the Employer and the Union, may vary the start-quit times.

17.02 Exceptions to Normal Work Day and Normal Work Week

In order to carry on the services of the Employer, it is recognized that certain exceptions to the normal work day and the normal work week, as defined in Article 17.01, are necessary. The Employer shall have the right to arrange working shifts other than those stipulated in Article 17.01 for the purposes of snow removal during the winter months of November, December, January and February.

From the period of June 1st to August 31st employees, where operationally feasible, will be permitted upon mutual agreement, to a work-week consisting of four ten (10) hour shifts at straight time.

17.03 No Split Shifts

- a) No seven (7) hour work day for office employees shall be spread over a period longer than eight (8) hours, including not more than one (1) hour off for lunch.
- b) No eight (8) hour work day for employees other than office employees shall be spread over a period longer than nine (9) hours, including not more than one (1) hour off for lunch.

17.04 Rest Periods

Employees shall be permitted a fifteen (15) minute rest period in the first half (1/2) of the work day and a second (2nd) fifteen (15) minute rest period in the second (2nd) half (1/2) of the work day.

ARTICLE 18 OVERTIME

18.01 Overtime Defined

All time worked outside the scheduled hours constituting an employee's normal work day or his/her normal work week shall be considered overtime and shall be paid for as follows:

- a) On an employee's normal work day, time and one-half (1½ X) for the first two (2) hours and double (2X) time thereafter.
- b) On an employee's days of rest, double time (2X).

18.02 Overtime Authorization

All overtime must be authorized by the appropriate Department Head; otherwise an employee shall not receive overtime pay for any overtime worked.

18.03 Paid Time Off in Lieu of Worked Overtime

Subject to the Employer's operational requirements, employees may consider paid time off in lieu of worked overtime. Time off will only be taken upon mutual agreement between the employee and his/her Supervisor, provided that any unused banked time will be paid out once yearly at a time to be determined by the Employer. Paid time off shall be provided at the same rate as the applicable overtime rates.

ARTICLE 19 REPORTING FOR WORK

19.01 Reporting for Work

An employee reporting for work on his/her regular shift shall be paid his/her regular rate of pay for all hours worked, with a minimum of two (2) hours' pay if he/she does not commence work and a minimum of four (4) hours' pay if he/she does commence work.

ARTICLE 20 STANDBY AND CALL-OUTS

20.01 Standby Premium

An employee who is required to be on call at a time or times other than their regular working hours, shall be paid a premium for each day they are standing by or on call, as follows:

- a) Two (2) hours of pay at their regular rate of pay for each normal work day on which the employee was on call and also worked their regular eight (8) hour shift.
- b) Two (2) hours of pay at their regular rate of pay for each day of a weekend and two hours of pay at their regular rate of pay for each statutory holiday the employee is on call plus call-out pay for weekend and/or statutory holiday coverage as follows:
 - i) from October 16th through April 14th inclusive, an allowance for sewage treatment facility work of three (3) hours pay at their regular rate of pay for each two (2) day weekend; plus three (3) hours pay at their regular rate of pay for each statutory holiday and such pay shall be for each weekend and/or statutory holiday during which the employee was on call and completed the required sewage treatment facility checks, and
 - ii) from April 15th through October 15th inclusive, an allowance for sewage treatment facility and parks maintenance work of four (4) hours pay at their regular rate of pay for each two (2) day weekend, plus four (4) hours of pay at their regular rate of pay for each statutory holiday and such pay shall be for each weekend and/or statutory holiday during which the employee was on call and completed the required sewage treatment facility checks and park maintenance.
- c) Should it be found during routine maintenance checks that more than two (2) hours work is required, the Chief Administrative Officer or Public Works Foreman must authorize the overtime.

20.01

Before or After Regular Starting Time

Subject to the provisions of Articles 20.03 and 20.04, an employee who is called back to work after he/she has completed his/her normal day's work or who is called in to work before his/her regular starting time, or who was previously instructed to report to work before his/her regular starting time, shall be paid double time (2X) for all hours worked outside his/her normal working hours. Such employee shall be guaranteed a minimum of two (2) hours' work or two (2) hours' pay at the double time (2X) rate. This guarantee shall not apply when a call-out extends into an employee's normal working hours.

20.02

Returning to Work Following End of Normal Day

An employee who, before the end of his/her normal day's work, is instructed to return to work within two (2) hours following the end of his/her normal day's work, shall not be considered to be on a call-out; however, the hours worked following the end of the employee's normal day's work under the provisions of this section shall be paid at the double time (2X) rate.

20.03

Before End of Normal Day Instructed to Report Before Next Day Regular Starting Time

An employee who, before the end of his/her normal day's work, is instructed to next report for work not more than two (2) hours before the regular starting time of his/her normal work day, shall not be considered to be on a call-out; however, the hours worked before the regular starting time of the employee's normal work day under the provisions of this section shall be paid at the double time rate (2X).

ARTICLE 21 SHIFT PREMIUM

21.01

Premium Shift Defined

A premium shift is defined as any shift that commences or ends between the hours of 6:00 p.m. in one day and 6:00 a.m. the following day.

21.02

Premium Amount

An employee shall receive a premium of fifty cents (50¢) per hour for all scheduled hours worked on a premium shift.

ARTICLE 22 STATUTORY HOLIDAYS

22.01

Statutory Holidays Listed

The Employer will observe the following as paid statutory holidays:

- | | |
|----------------|----------------------|
| New Year's Day | British Columbia Day |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

and any other day declared or proclaimed as a statutory holiday by the Employer or by the Province of British Columbia or Government of Canada.

- 22.02 Substitution**
If by law, declaration or proclamation another day is substituted for the observance of a statutory holiday listed in Article 22.01, the day of observance shall be considered as the holiday insofar as payment for the listed statutory holiday is concerned.
- 22.03 When Holiday Falls on Non-Working Day**
If a statutory holiday falls on a non-working day, the Employer may declare that the working day immediately preceding the holiday or the working day immediately following the holiday shall be observed in lieu of the said holiday.
- 22.04 Non-Working Day**
Subject to the provisions of Article 22.07, should a statutory holiday be observed on a day that is a non-working day for an employee, such employee shall be given a holiday with pay at some other time not later than his next annual vacation, or the termination of his employment, whichever first occurs.
- 22.05 Payment for Statutory Holidays**
Subject to the provisions of Article 22.07, employees to whom Article 22.04 does not apply shall receive holiday pay at their regular rates of pay for each of the statutory holidays listed in Article 22.01.
- 22.06 Working on a Statutory Holiday**
If an employee is required to work on a statutory holiday the employee shall, in addition to his/her holiday pay, be paid at double (2x) his/her regular or equivalent hourly rate for all hours worked by the employee on the holiday.
- 22.07 Minimum Work Before Statutory Holiday**
No employee shall receive holiday pay for a statutory holiday unless he/she has been continuously employed for a period of thirty (30) calendar days immediately preceding the holiday. A layoff not exceeding five (5) working days shall not be deemed to be a break in service for the purpose of this section.
- 22.08 Holiday Occurring During Annual Vacation**
Should a statutory holiday or public holiday occur during an employee's annual vacation period, the employee shall be given an extra day's vacation with pay in lieu of payment of such holiday.
- 22.09 While on Layoff**
No employee is entitled to Statutory Holiday Pay for any such holiday which occurs while the employee is on layoff, except in those situations contemplated by the provisions of Article 22.07.

ARTICLE 23 VACATIONS

23.01 Vacation Period and Entitlement

The annual vacation period and entitlement is based on a full calendar year of January 1st to December 31st.

Vacation days are credited to employees prior to being earned at the beginning of the year, or in the case of new employees, upon hiring.

During any partial calendar year before the first (1st) full calendar year, one and one quarter (1.25) days of vacation entitlement will be earned per full month of employment.

Upon termination of employment all unused vacation will be paid out to the employee on the last pay. If an employee has negative vacation then this amount will be deducted off the last pay.

Employees who leave the employ of the Village during a calendar year will only be credited with vacation entitlement that has accrued up to the date they terminate employment with the Village.

23.02 Vacation Entitlement

For Regular Full Time employees, the vacation entitlement for each full calendar year is as follows:

After one (1) year	Fifteen (15) working days
After five (5) years	Twenty (20) working days
After fourteen (14) years	Twenty-five (25) working days
After twenty-one (21) years	Thirty (30) working days

23.03 Employees on Layoff or Terminated

The provisions of Articles 23.02, shall not apply to employees on layoff or termination. Notwithstanding paragraph four (4) of Article 23.01, vacation shall be paid as a percentage of total earnings during the current calendar year at the time of layoff or termination as follows:

After one (1) year	six percent (6%)
After five (5) years	eight percent (8%)
After fourteen (14) years	ten percent (10%)
After twenty-one (21) years	twelve percent (12%)

23.06 Employees on Long Term Disability / WCB

Employees will not accrue vacation entitlement while on Long Term Disability or while on Workers' Compensation exceeding twenty-six (26) weeks.

23.07 Part-Time or Relief Employees

The provisions of Articles 23.01 and 23.02, shall not apply to part-time or relief employees. Vacation entitlement for such employees shall be in the amounts specified in Article 23.03, as applicable, to be paid at the end of the calendar year or at time of termination, whichever first occurs.

23.08 Part Time or Relief Employees

An employee to whom Article 23.05 applies, who becomes a regular full-time employee shall not be entitled to a paid vacation during the calendar year following that for which he/she was paid vacation entitlement under the provisions of Article 23.03.

23.09 Scheduling of Vacations

Vacations shall be granted at such time as is mutually agreed upon by the employee and the Employer. Preference in choice of vacation period shall be accorded the employee with the greatest seniority.

23.10 When Vacations Earned Shall be Taken

Vacations earned shall be taken in that year and cannot be postponed without the written consent of the Employer.

ARTICLE 24 HEALTH LEAVE BANK

24.01 Health Leave Bank Established

The Employer shall establish a Health Leave Bank for every permanent employee after that employee passes his/her probation.

24.02 Day Credit Defined

For the purpose of this Article "one (1) day credit" means:

- a) Eight (8) hours for outside employees; and
- b) Seven (7) hours for inside employees.

24.03 Credit Accrual

One (1) day credit shall be added to each employee's Health Leave Bank for each calendar month the employee is on active payroll. Such credit shall be pro-rated on actual hours for part time employees.

24.04 Absences Deducted

Absences will be deducted from the employee's Health Leave Bank on a straight time basis. The Health Leave Bank must be used only for the following:

- a) Health care appointments
- b) Illness or accident, other than WCB covered claims
- c) Waiting period prior to receipt of weekly indemnity benefits
- d) Care of ill immediate family member. Family member in this instance means spouse, parent, child or member of employee's household.

24.05 Scheduling Appointments

When it is necessary to schedule routine health care appointments during an employee's normal working hours the appointment must be scheduled to minimize disruption of their workday.

24.06 Maximum Credits

An employee may accumulate credits in their Health Leave Bank to a maximum of twelve (12) days. There is no payout for unused Health Leave Bank credits.

24.07 Fitness for Work

An employee may be required to produce a certificate from a medical practitioner for any illness certifying that they were unable to carry out their duties due to illness. Such certificates, when requested and if there are charges associated, will be paid for by the Employer.

In any case, medical certificates will be required for all absences in excess of three (3) consecutive working days, and the employee will be routinely responsible to supply such documentation.

It is the responsibility of the employee to keep the Employer informed of the employee's status while away from work due to illness. The employee is to contact their supervisor regularly during such absence.

An employee who has been away from work for an extended period of time due to illness may be required to obtain a medical certificate stating the employee is fit to return to work prior to their return.

24.08 Short Term Disability Plan

Short Term Disability, up to twenty-six (26) weeks coverage commencing on the fourth (4th) day of accident or illness, will provide the following benefit:

- a) One hundred percent (100%) of an employee's regular hourly or monthly rate of pay (less normal deductions for statutory and insured benefits, taxes, dues).

24.09 Short Term Disability Benefit and Cost Formula

- a) The costs of the Short Term Disability Plan shall be offset by an administrative services plan covering sixty-six and two-thirds percent (66 2/3%) of the employee's gross regular weekly earnings. In addition, the sixty-six and two-thirds percent (66 2/3%) Short Term Disability benefit will be topped off by the Employer to provide one hundred percent (100%) of normal take home pay.
- b) The regular pay shall be continued provided the employee follows the requirements of the Employer and/or the Insurance Carrier.

24.10

Waiting Period and Benefit Eligibility

The three (3) day waiting period prior to the commencement of Short Term Disability shall be drawn from health leave bank, vacation, overtime or other banked credits at the employee's regular rate of pay. The following absences do not qualify for benefits under the plan:

- a) Maternity or parental leave
- b) Illness or injury covered by the Worker's Compensation Act.

In the event the benefit claim for Short Term Disability is denied by the insurance carrier, or during a period of delay prior to the insurance carrier accepting a claim, the Employer shall pay full regular earnings to the employee for as long a period as the employee has vacation, overtime or other banked credits. Where the insurance carrier subsequently accepts the employee's claim, the employee's pay shall be recalculated, retroactively for the period of the claim.

24.11

Long Term Disability

The Employer will administer a long-term benefit plan on behalf of the employees who have passed probation, which will provide sixty percent (60%) of the employees' regular gross earnings, to a maximum of three thousand dollars (\$3,000.00) per month. Benefits under the plan will commence following expiry of short term disability benefits or six (6) months, whichever is later, and will continue until the employee reaches sixty-five (65) years of age, dies or recovers and returns to work, whichever occurs first.

The premiums for this insurance plan will be paid one hundred percent (100%) by the employees through payroll deduction. Eligibility and premium payments begin following the employee passing probation. Participation by all full time employees is mandatory. The Union may request the Employer to change the terms of this benefit and/or the insurance carrier, so long as premiums continue to be paid by the employee.

All benefit premium payments made by the Employer under this agreement will only be paid up to the expiry of short-term disability benefits, and will not be paid while an employee is on long-term disability.

24.12

Workers' Compensation

Where disability benefits are payable under the Workers' Compensation Act, the employee shall have his/her Workers' Compensation Board benefit augmented by the Employer so as to provide one hundred percent (100%) of the employee's normal net take home pay. Such earnings will be subject to normal benefit and statutory deductions. This benefit shall be payable to a maximum of twenty-six (26) weeks, provided the employee makes election to the Employer in writing and authorizes the Employer to request the WCB to turn over such earnings to the Employer.

In the event that the Workers' Compensation Board rejects a claim, or during a period of Workers' Compensation Board delay prior to accepting a claim, the Employer will pay full regular earnings to the employee for as long a period as the employee has vacation, overtime, or other banked credits. Where the Worker's Compensation Board subsequently accepts the employee's claim, the employee's pay shall be recalculated, retroactively, for the period of the claim.

24.13 General Principles

Participation in the Short Term Disability is mandatory.

24.14 Premium Cost

The premium cost for the Short Term Disability shall be paid fifty percent (50%) by the Employer and fifty percent (50%) by the employee.

24.15 Coverage Start Date

Coverage for the foregoing will start on the date of completion of three (3) months continuous service, or when an employee becomes eligible to have his/her name entered on the seniority list.

24.16 Administration

The administration of the insured benefit plan will reside in the Village of Keremeos.

24.17 Return to Work

In any case where an employee has been absent due to illness or injury for a period of time in excess of one (1) month, the employee shall provide his/her Supervisor with notice of intent to return to work as follows:

- a) One (1) to six (6) months – two (2) days' notice;
- b) Six (6) to eighteen (18) months leave – one (1) week notice;
- c) Eighteen (18) months or more leave - one (1) month notice.

ARTICLE 25 LEAVE OF ABSENCE

25.01 Leave of Absence Without Pay

The Employer shall grant leave of absence without pay and without loss of seniority to an employee requesting such leave for good and sufficient reason, provided the employee's request is in writing, and that the granting of such leave will be subject to the Employer's approval.

25.02 Leave for Union and Other Purposes

An employee who is elected to a full-time position with the Canadian Union of Public Employees or any trade-union body with which the Union is affiliated, or who is elected to public office, shall, if he so requests in writing, be granted leave of absence without pay and without loss of seniority for a period not exceeding one (1) year. Such leave may be renewed by mutual agreement between the parties.

25.03

Conventions

In addition to the leaves allowed under Article 25.02, at the request of the Union, and by mutual agreement between the parties, leave of absence without pay will be granted to employees to attend conventions or other bona-fide meetings of the Canadian Union of Public Employees or other trade-union body with which the Union is affiliated.

25.04

Bereavement Leave

In the event of a death in the immediate family of an employee, or an employee's spouse, the Employer shall grant a maximum of three (3) regularly scheduled consecutive work days leave without loss of pay or benefits. Additional leave of absence with pay for the purpose of travel time may be granted by the Chief Administrative Officer. "Immediate family" shall mean: child, step-child, parents, brother, sister, grandparents, grandchild, step parent, foster child, foster parent, aunt, uncle, niece, nephew and fiancé(e), brother-in-law, and sister-in-law; and the employee's son-in-law and daughter-in-law.

A maximum of two (2) additional days leave without loss of pay or benefits will be granted in the event of the death of an employee's parent(s), spouse, child, step-child or foster child.

One (1) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of their Supervisor.

25.05

Maternity/Parental Leave

a) **Maternity Leave**

Except as noted in below, Maternity Leave will be applied in accordance with the provisions of the *Employment Standards Act of British Columbia* and attached in Appendix "A" of this agreement.

b) **Parental Leave**

Except as noted in below, Parental Leave will be applied in accordance with the provisions of the *Employment Standards Act of British Columbia* and attached in Appendix "A" of this agreement.

c) **Employment Deemed Continuous**

The services of an employee who is absent from work in accordance with Article 25.05 shall be considered continuous for the purpose of this Agreement and any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- i) the Employer pays the total cost of the plan, or
- ii) the employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the Employer and the employee.

d) **Reinstatement**

- i) An employee who resumes employment on the expiration of the leave of absence granted in accordance with Article 25.05 shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- ii) Where the Employer has suspended or discontinued operations during the leave of absence granted under Article 25.05 and has not resumed operation on the expiry of the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this Collective Agreement, comply with Article 25.05 - 11(a).

e) **Prohibition**

- i) The Employer shall not:
 - terminate an employee, or
 - change a condition of employment of an employee without the employee's written consentbecause of an absence authorized under Article 25.05 or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under Article 25.05.
- ii) The burden of proving that:
 - the termination of an employee, or
 - a change in a condition of employment of the employee without the employee's written consentis not because of an absence authorized by Article 25.05 or because of an employee's pregnancy, is on the Employer.
- f) All disputes under Article 25.05 will be subject to the normal Grievance Procedure.
- g) Notwithstanding the above, applicable legislation will supersede inconsistencies detrimental to employees.

25.06 Personal Leave

Regular employees shall be permitted up to two (2) personal days, with pay, per year to attend to personal business.

25.07 Jury Duty or Court Witness

The Employer shall pay an employee who is required to serve as a juror or court witness the regular wage for those days lost to such service. In return, the employee shall remit to the Employer, such payments as he/she may receive for such services. Proof shall be required at the time of the request for leave under this Article. Employees shall return to work if dismissed by the court before twelve o'clock (12:00) noon.

ARTICLE 26 WAGES, SALARIES AND APPLICABLE PROVISIONS

26.01 Wage and Salary Rates

Wage and salary rates shall be as set out in Schedule "A" of this Agreement. These shall be considered minimum rates for each of the classifications listed in the said Schedule "A".

26.02 Salary Ranges

Where a graduated salary range is provided in Schedule "A", the lowest figure will be the starting rate and the maximum rate will be reached in accordance with the time schedule set out for each classification; provided, however, that the Employer may start an employee in any yearly increment of the salary range for the classification, according to the employee's experience and ability. The Employer may make increases to salaries, as it deems necessary, without affecting the basic rates of a classification, but in such case shall notify the Union of the increase.

26.03 Promotions and Temporary Assignments

- a) Subject to the provisions of Subsection (b), in the event an employee is promoted or temporarily assigned to a higher rated classification, he/she shall receive the higher rate of pay.
- b) In the event an employee is promoted or temporarily assigned to a higher rated classification, where a graduated wage rate is provided, he/she shall be paid at least at the wage rate for the classification to which he/she is promoted or temporarily assigned which is next higher than his/her present rate.
- c) In the event an employee is temporarily assigned to a lower rated classification, he/she shall continue to receive his/her regular rate of pay.
- d) In the event an employee is demoted to a lower rated classification, he/she shall receive the lower rate of pay.

26.04 More Favourable Rate

In the event any present employee enjoys a more favourable rate than specified in Schedule "A", such employee shall suffer no reduction in such rate because of the signing of this Agreement.

26.05 Dirty Work

- a) When employed on dirty work, an employee shall be entitled to the premium set out in Subsection (b).
- b) "Dirty Work" shall mean:
 - i) Street Sweeper Operator sixty cents (\$0.60) per hour
 - ii) Waterworks and Sewer Department
(when working in ditches or manholes where muddy conditions or sewage is present).
sixty cents (\$0.60) per hour

- iii) Road Patching and Crack Sealing Employees
sixty cents (\$0.60) per hour
- iv) Any other work where in the opinion of the Employer, a premium for dirty work should be paid.
sixty cents (\$0.60) per hour
- v) Cemetery Employees (only when these employees are required to perform an exhumation of a body they shall be paid a premium of one hundred dollars (\$100.00) per employee for such work to a maximum of two (2) employees)
- c) When dirty work is intermittent, payment of the premium shall be at the discretion of the Foreman on the job, who will also determine the number of hours for which the premium shall be paid.
- d) Onus is on the employee to advise the Foreman when dirty work is done and to note it on his timesheet during each pay period. There shall be no claim for retroactive dirty pay.

26.06 No Pyramiding

There shall be no pyramiding of overtime and premium rates of compensation. When two (2) or more types of overtime and/or premium (excluding the premium for dirty work) apply to the same hours of work only the higher rate shall be paid.

26.07 Pesticide Applicator Premium

A pesticide applicator premium of one dollar (\$1.00) per hour will be paid when an employee is required to perform that function.

26.08 Christmas Closure

During the Christmas Closure, employees will have the choice of working regular days during the period, taking the time off using their banked time or vacation time, or taking the time off without pay.

ARTICLE 27 NEW OR CHANGED CLASSIFICATIONS

27.01 Job Descriptions

The Employer shall create and maintain job descriptions for all positions in the bargaining unit. Any revised job descriptions shall be sent to the Union allowing for their input.

27.02 New Classifications

The Employer may institute new classifications in addition to those listed in Schedule "A". Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing and, in addition, shall post the classification and rate in the manner required by Article 15.02. Within thirty (30) days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

27.03 Changed Classification

If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or rate, the Union may request to meet with the Employer to review the classification and/or rate. If within thirty (30) calendar days of the submission of such request, which shall be in writing, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

27.04 Abandonment

If the Union does not request to meet with the employer to review the classification and rate within thirty (30) calendar days, as provided for in Article 27.02, or if the Union does not refer the difference, if any, to arbitration within thirty (30) calendar days, as provided for in Article 28.03, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

27.05 Extension of Time Limits

The time limits referred to in this Article may be extended by mutual agreement of the parties in writing.

ARTICLE 28 MUNICIPAL PENSION PLAN

28.01 Public Sector Pension Plans Act

The Public Sector Pension Plans Act applies to the Employer and its employees. The Employer, in addition to its own contributions on his behalf, shall deduct from the wages or salary of each employee, as a condition of his continued employment, the contributions required of him under the provisions of the Public Sector Pension Plans Act.

ARTICLE 29 HEALTH AND WELFARE COVERAGE

The following benefits will be provided to municipal employees:

29.01 Group Life Insurance and Accidental Death and Dismemberment

Group Life Insurance and Accidental Death and Dismemberment for each eligible employee to twice annual earnings and double indemnity for Accidental Death and Dismemberment. The premium for the Group Life and Accidental Death and Dismemberment Plan shall be shared equally by the Employer and the employee.

29.02 Medical Services Plan

Each eligible employee shall be enrolled in the above plan at no cost to the employee.

29.03 Extended Health Benefit

Each eligible employee shall be enrolled in the above plan at no cost to the employee.

29.04 Dental Plan

A Dental Plan will be provided based on the following general principles:

- a) Basic Dental Services (Plan "A") - Plan pays one hundred percent (100%) of approved schedule of fees.
- b) Prosthetics, Crowns and Bridges (Plan "B") - Plan pays sixty percent (60%) of approved schedule of fees.
- c) Orthodontics (Plan "C") - Plan pays fifty percent (50%) of approved schedule of fees to a maximum lifetime limit of five thousand dollars (\$5,000.00).
- d) Premium costs for the Dental Plan shall be paid by the Employer.

29.05 Long Term Disability Plan

Each eligible employee shall be enrolled in a Long Term Disability Plan at no cost to the Employer. The plan coverage will be sixty percent (60%) of monthly earnings, to a maximum of three thousand dollars (\$3000.00).

29.06 General Principles

- a) Participation in the aforementioned Plans shall be mandatory.
- b) Life, Accidental Death and Dismemberment, Weekly Indemnity Plan, Extended Health and BC Medical Plan coverage commences on the date of completion of three (3) months continuous service, or when an employee becomes eligible to have his name entered on the seniority list.
- c) Dental coverage commences on the date of completion of six (6) months continuous service.

- d) Coverage during layoff will be provided as follows:

In the event of layoff, full coverage excluding Short Term Disability will be continued for a period of two (2) months from date of layoff. An employee may also have the option of continuing Life, Accidental Death and Dismemberment, Extended Health and BC Medical Plan coverage for an additional four (4) months by paying the full cost of these specific benefits, and making the necessary arrangements with the Payroll Department.

- e) Coverage during leave of absence shall be provided as follows:

An employee on an approved leave of absence may continue Life and Accidental Death and Dismemberment coverage for up to one (1) year provided the full cost of premiums are paid to the Employer.

ARTICLE 30 BULLETIN BOARDS

30.01 Bulletin Boards

Union notices may be posted on designated bulletin boards.

ARTICLE 31 TECHNOLOGICAL CHANGE

31.01 Technological Change

During the term of this agreement, any disputes arising in relation to adjustment to technological change, shall be discussed between the bargaining representatives of the two parties to this collective agreement.

31.02 Introduction of Technological Change

Where the Employer introduces or intends to introduce, a technological change, that:

- a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- b) alters significantly the basis upon which the Collective Agreement was negotiated,

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 12 of this Collective Agreement, bypassing all other steps in the grievance procedure.

31.03 Arbitration Board

The Arbitration Board shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change the Arbitration Board:

- a) shall inform the Minister of Labour of its findings, and

- b) may then or later make any one or more of the following orders:
 - i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
 - iii) that the Employer reinstate any employee displaced by reason of the technological change;
 - iv) that the Employer pay to that employee such compensation in respect of his displacement as the Arbitration Board considers reasonable;

31.04 Notification of Technological Change

The Employer will give to the Union in writing at least ninety (90) days notice of any intended technological change that:

- a) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and
- b) alters significantly the basis upon which the Collective Agreement was negotiated.

ARTICLE 32 GENERAL

32.01 Job Related Liability Protection

Any regular employee, coming within the scope of the Canadian Union of Public Employees, Local No. 608, will be granted the services of a Village solicitor without charge for the purpose of representing him, who as a result of any matter arising out of or in the course of his normal work duties and/or assignments, is personally involved in a legal or court action.

32.02 Part Time Payment in Lieu of Fringe Benefits

Part time employees shall be paid eighteen percent (18%) in lieu of all vacation and fringe benefits.

32.03 Protective Clothing

The Employer agrees to provide protective clothing as required and subject to the approval of the Chief Administrative Officer, as follows: work gloves, coveralls, rubber boots, rain gear, chest waders and protective masks.

Employees who are required to use safety toed C.S.A. approved footwear in the performance of their duties, will be entitled to a boot allowance of up to two hundred and fifty dollars (\$250.00) every year upon submitting receipt showing proof of purchase to the Employer.

32.04 Third Party Liability

The issue of recovery of money by an employee from a third party as compensation for an accidental bodily injury or illness shall be referred to Labour/Management committees.

32.05 Singular and Plural

Terms in the contract, which are feminine gender, shall mean and include the masculine and similarly the singular shall include the plural and vice versa as applicable.

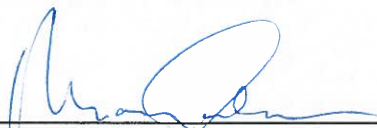
ARTICLE 34 TERM OF AGREEMENT

34.01 Term of Agreement

This Agreement shall take effect from January 1, 2020 and shall remain in effect until December 31, 2024, and thereafter from year to year unless written notice of intent to terminate or amend the Agreement is given by either party to the other party in accordance with the provisions of the Labour Relations Code. Within ten (10) days after receipt of any notice given pursuant to this Article by either party, the parties to this Agreement shall commence negotiations. During the period of negotiations this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 2nd day of October, 2020.

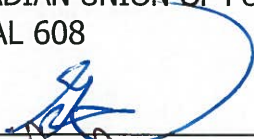
ON BEHALF OF:
VILLAGE OF KEREMEOS

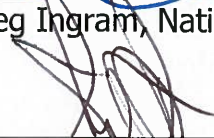


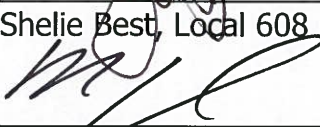
Marg Coulson, Chief Administrative Officer


Nicolette Keith, Chief Financial Officer

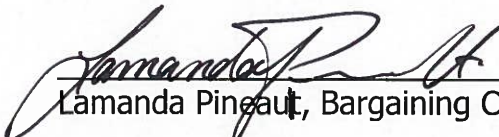
ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 608



Greg Ingram, National Representative


Shelie Best, Local 608 President


Matt Lougheed, Local 608 Unit Chair



Lamanda Pineault, Bargaining Committee

SCHEDULE "A"

PAY GRID

Pay Grade / Description	2019	2020 Reclassifications & Wage Adjustments	2021 2.00 %	2022 2.00 %	2023 2.00 %	2024 2.25 %
Reception/Admin Clerk	\$ 25.54	\$ 25.54	\$ 26.05	\$ 26.57	\$ 27.10	\$ 27.71
Administrative Services Clerk		\$ 26.98	\$ 27.52	\$ 28.07	\$ 28.63	\$ 29.27
Accounting/Payroll Clerk	\$ 30.44	\$ 30.44	\$ 31.05	\$ 31.67	\$ 32.30	\$ 33.03
Labourer 1	\$ 25.97	\$ 25.97	\$ 26.49	\$ 27.02	\$ 27.56	\$ 28.18
Labourer 2	\$ 27.87	\$ 27.87	\$ 28.43	\$ 29.00	\$ 29.58	\$ 30.25
Coordinator of Community and Corporate Services	\$ 28.42	\$ 29.07	\$ 29.65	\$ 30.24	\$ 30.84	\$ 31.53
Utility Operator 1	\$ 28.97	\$ 28.97	\$ 29.55	\$ 30.14	\$ 30.74	\$ 31.43
Utility Operator 2	\$ 30.44	\$ 30.44	\$ 31.05	\$ 31.67	\$ 32.30	\$ 33.03
Foreman	\$ 34.29	\$ 34.29	\$ 34.98	\$ 35.68	\$ 36.39	\$ 37.21

Lead Hand Premium

Premium of one dollar and forty-five cents (\$1.45) per hour will be added to the Utility pay rate and paid when the Utility person is required to act in the capacity of the Foreman in their absence.

Trade Ticket

Premium of one dollar and forty-five cents (\$1.45) per hour will be added to the Labourer rate for employees with a Trade Ticket when work is performed that requires the specific trade ticket held by the employee. Employees shall also be reimbursed, upon production of receipts, for any renewal fees in maintaining their certification.

SCHEDULE "B"

VILLAGE OF KEREMEOS DEFINITIONS AGREED TO:

"Regular Employee"

An employee who has completed the probation period and who is employed for work which is of a continuous nature.

"Part-Time Employee"

Means an employee who is employed for work that is not full time.

"Casual Employee"

A casual employee is a person who is employed on a day to day, periodic basis.

"Term Employee"

A term employee is a person that is employed for a specified or indefinite period not to exceed eight (8) consecutive months in any one (1) year, subject to extension for a similar period by mutual agreement. Term employees, upon appointment to a regular position and upon successful completion of probation, shall then be credited with seniority to the actual number of days worked for the Employer. Seniority date and anniversary date shall be established by counting back the number of hours worked from the date of appointment as a regular employee. A day shall equal eight (8) hours or seven (7) hours as appropriate.

"Bargaining Unit"

Is the unit for collective bargaining described in the certification, for which the Canadian Union of Public Employees, Local 608 was certified by the Labour Relations Board of British Columbia on the 16th day of October, 1975 and amended the 15th day of November, 1982.

"Employer"

Means the Village of Keremeos.

"Union"

Means the Canadian Union of Public Employees, Local 608

"Probationary Employee"

An employee serving the probationary period.

LETTER OF UNDERSTANDING #1

BETWEEN

THE VILLAGE OF KEREMEOS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608

RE: Job Training

The parties agree that, where operational requirements present a need and opportunity for on the job training and where it is economical and efficient to undertake such training, the Employer will post such opportunity in a manner to inform employees in the bargaining unit.


Where a training opportunity becomes available and more than one (1) employee indicates an interest in acquiring that training, the Employer will assess qualifications, skills, ability, knowledge and previously demonstrated initiative to acquire training, relative to the classification being trained for; and where all else is equal, seniority would prevail.

The parties intend that training is provided as a means whereby employees can improve their qualifications in the event of a vacancy arising, in the future.

The above process also applies to employees being displaced by the contracting out of their jobs.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 2nd day of October, 2020.

ON BEHALF OF:
VILLAGE OF KEREMEOS



Marg Coulson, Chief Administrative Officer

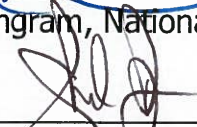


Nicolette Keith, Chief Financial Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 608



Greg Ingram, National Representative



Shelie Best, Local 608 President



Matt Loughheed, Local 608 Unit Chair



Lamanda Pineault, Bargaining Committee

Renewed: 2002; 2007; 2010; 2013; 2015; 2020

LETTER OF UNDERSTANDING # 2

BETWEEN

THE VILLAGE OF KEREMEOS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608

RE: Emergency Response

Village Employees designated as Volunteer Fire Fighters or other Emergency Response Positions will be entitled to attend to an emergency "within the Village of Keremeos" when required. The employee shall use their banked time or otherwise, ensuring that there is no "double dipping" of pay. All attendance will be report to the Chief Administrative Officer in writing, and shall be noted on the employees' time sheet.

Attendance to emergencies "outside" the Village of Keremeos boundaries will be at the discretion of the Chief Administrative Officer or designate, and employ the same conditions as above, and where approved it will be reported to council.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 2nd day of October, 2020.

ON BEHALF OF:
VILLAGE OF KEREMEOS




Marg Coulson, Chief Administrative Officer




Nicolette Keith, Chief Financial Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 608



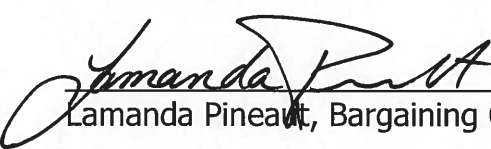
Greg Ingram, National Representative



Shelie Best, Local 608 President



Matt Lougheed, Local 608 Unit Chair



Amanda Pineault, Bargaining Committee

Renewed: 2002; 2007; 2010; 2013; 2015; 2020

LETTER OF UNDERSTANDING # 3

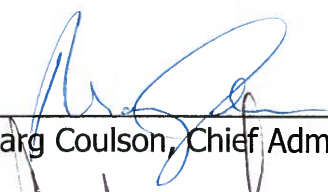
BETWEEN
THE VILLAGE OF KEREMEOS
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608

RE: Welder Tools

Whereas the current welder uses their own tools for work that is completed on behalf of the Village of Keremeos, the Employer agrees to pay this individual five hundred (\$500.00) dollars per calendar year with no receipt required.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 2nd day of October, 2020.

ON BEHALF OF:
VILLAGE OF KEREMEOS




Marg Coulson, Chief Administrative Officer



Nicolette Keith, Chief Financial Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 608



Greg Ingram, National Representative



Shelie Best, Local 608 President



Matt Loughheed, Local 608 Unit Chair



Lamanda Pireault, Bargaining Committee

LETTER OF UNDERSTANDING # 4

BETWEEN
THE VILLAGE OF KEREMEOS
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608

RE: Employee's Personal Cell Phones

Whereas employees currently use their personal cell phones to do work of the Employer, the Employer agrees to reimburse outside employees one hundred (\$100.00) dollars per calendar year until such time as the Employer is able to create a satisfactory and permanent communication and data system for employees.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 2nd day of October, 2020.

ON BEHALF OF:
VILLAGE OF KEREMEOS



Marg Coulson, Chief Administrative Officer



Nicolette Keith, Chief Financial Officer

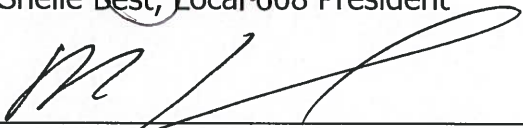
ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 608



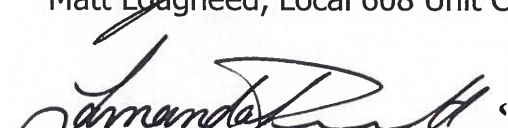
Greg Ingram, National Representative



Shelie Best, Local 608 President



Matt Loughheed, Local 608 Unit Chair



Lamanda Pineault, Bargaining Committee