

COLLECTIVE AGREEMENT

BETWEEN

VILLAGE OF CHASE



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO 900**



JANUARY 1, 2019 – DECEMBER 31, 2023

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AGREEMENT BETWEEN:

THE VILLAGE OF CHASE,

a duly incorporated municipality pursuant to the Provisions of the Community Charter and the Local Government Act
(hereinafter called the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 900,

chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour Congress
(hereinafter called the "Union")

PREAMBLE

WHEREAS it is the desire of both parties to this agreement:

- 1) To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, etc.;
- 3) To encourage efficiency in operation;
- 4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;
- 5) Article 1 Definitions is for convenience only and in no way intended to change or alter any of the content of the Collective Agreement;

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

NOW THEREFORE the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

- 1.01** **"START DATE"** refers to an employee's first (1st) day of work.
- 1.02** **"BARGAINING COMMITTEE"** means those employees appointed to bargain on behalf of the Union Membership.
- 1.03** **"CHIEF ADMINISTRATIVE OFFICER"** means the Chief Administrative Officer for the Village of Chase or their designate.
- 1.04** **"CLASSIFICATION"** means a position or group of positions having similar duties, responsibilities and pay that a common descriptive title may be used.
- 1.05** **"EMPLOYEE"** means a member of the Local Bargaining Unit except incumbents of Management or confidential positions mutually excluded by the Parties to this agreement.
- 1.06** **"EMPLOYER"** means the Village of Chase.

- 1.07** "FLEX TIME" means overtime worked by inside staff at straight time rates.
- 1.08** "FULL-TIME EMPLOYEE" means an employee who is regularly scheduled to work the hours described in Article 14.
- 1.09** "MUTUAL AGREEMENT" means a decision made between the CAO and the Local Unit, represented by the Unit Chair.
- 1.10** "PART-TIME EMPLOYEE" means any employee who is regularly scheduled to work less than the full-time hours described in Article 14.
- 1.11** "POSITION" means a specific set of duties and/or conditions, as described in a job's or tasks description, developed for the purpose of assignment to an incumbent.
- 1.12** "PROBATIONARY EMPLOYEE" means a Bargaining Unit employee who is working a probationary period of employment, pursuant to Article 9 (b).
- 1.13** "PROMOTION" means a change for an employee to a position with a higher maximum salary level.
- 1.14** "REGULAR HOURS OF WORK" means the assigned daily hours of work exclusive of overtime, standby and call-back.
- 1.15** "REGULAR RATE OF PAY" means the rate of pay assigned to a classification as set out in the Schedule of Wages attached to this agreement exclusive of all premiums.
- 1.16** "SEASONAL EMPLOYEE" means an employee who is hired for a minimum of nine (9) months in a position that is seasonal in nature, and if laid off for three (3) months or less will be re-hired for the following season provided the works performed are still required to be performed in the next year.
- 1.17** "SICK LEAVE" means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled.
- 1.18** "SHIFT" means a known segment of time where work start and end times are known and those hours are assigned to a Bargaining Unit Employee.
- 1.19** "TEMPORARY EMPLOYEE" means an employee who is hired for a pre-determined task, or is engaged for relief, not to exceed nine (9) months in duration. When a permanent Employee accepts a temporary assignment, that Employee maintains their permanent status.
- 1.20** "UNION BARGAINING COMMITTEE" means those employees appointed to bargain on behalf of the Union membership including the President of the Local or designate if so chosen by the Union membership. The Union shall have the right, at any time, to have the assistance of the Staff of the Union when negotiating with the Employer.
- 1.21** "UNIT CHAIR" means the person elected by the Union members to be the Union representative in matters between the Union Local and the Employer.
- 1.22** "VACATION YEAR" means the period of time from January 1st to December 31st.

ARTICLE 2 RECOGNITION AND NEGOTIATIONS

- a) The Employer or anyone authorized to act on its behalf recognizes the Canadian Union of Public Employees, Local 900, as the sole collective bargaining agency for its employees classified and covered by this agreement and hereby consents and agrees to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this agreement, looking forward to a peaceful and amicable settlement of any difference that may arise between them.
- b) It is further agreed that, except for incidental or emergent situations and except employees of a bona fide contractor who are not in the bargaining unit for which the Union is certified, any person whose classification is not covered by this agreement shall not perform work that is normally done by those employees who are deemed to be within the bargaining unit for which the Union is certified.

ARTICLE 3 MANAGEMENT RIGHTS

Except as otherwise provided for in this agreement, the management, supervision and control of the Employer's operation and the direction of the working force remain the exclusive function of management.

ARTICLE 4 NO DISCRIMINATION

The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rate, training, upgrading, promotion, transfer, layoff, discipline, discharge, or otherwise by reason of age, gender, race, creed, colour, national origin, political or religious affiliation, nor by reason of their membership in a labour union. The parties further recognize that hostile treatment of any employee by way of intimidation, harassment, discrimination or otherwise prejudicial means is unacceptable to the development of a positive and productive work atmosphere.

ARTICLE 5 UNION SECURITY

Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment and every new employee whose employment commences hereafter shall within one (1) month after the commencement of employment, apply for and maintain membership in the Union as a condition of employment.

ARTICLE 6 CHECK OFF OF UNION DUES

- a) At the time of employment, the Employer shall require an employee to sign a check off form authorizing the Employer to deduct from their earnings and to pay to the Union an amount equal to the current monthly Union dues and initiation fees as established by the Union in accordance with its Constitution and/or By-laws.
- b) Deductions shall be made from the payroll on a bi-weekly basis for all Union members and shall be forwarded to the Secretary-Treasurer of the Union no later than the tenth (10th) day of the month following, accompanied by a list of all Union members from whose wages the deductions have been made.

ARTICLE 7 EMPLOYER SHALL ACQUAINT 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 Articles 5 and 6 dealing with Union Security and Dues Check off. The Employer shall require new employees upon employment to sign an application for membership card, such cards to be submitted to the Union office within one (1) month.

ARTICLE 8 LABOUR MANAGEMENT NEGOTIATIONS

- a) **Bargaining Committee** – A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the bargaining unit; which may consist of a member representing the Local Union or National Representative to act as spokesperson for the Union. The Union shall advise the Employer of the Union nominees to the Committee.
- b) **Meeting of the Bargaining Committee** – In the event of either the Employer or the Union wishing to call a meeting of the committee, the meeting shall be held at a time and place fixed by mutual agreement. Such meeting shall be arranged within ten (10) calendar days after the request has been made.
- c) **Function of the Bargaining Committee** – The Bargaining Committee shall meet to discuss the renewal of the Collective Agreement or any other matters which may be referred to it under the terms of this agreement. The appointed Bargaining Committees shall meet and exchange proposals then move forward with discussions on renewal of the Collective Agreement, or any other matters which may be referred to it under the terms of this agreement.
- d) **Time Off for Meetings** – Any member of the Union on this Bargaining Committee, who is in the employ of the Employer, shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration.

ARTICLE 9 SENIORITY

a) Seniority List

Seniority is length of service of employment with the Employer and shall apply on a bargaining unit-wide basis. The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards in January of each year.

b) Probationary Period/Seniority for New Employees

Newly hired employees shall be probationary for a period of six (6) months from their start date. The employment of such employees may be terminated at any time during the probationary period of six (6) months at the absolute discretion of the employer. After satisfactory completion of the probationary period an employee shall acquire seniority effective from the original date of employment.

c) Seniority During Absence

If an employee is absent from work because of sickness, accident or leave of absence approved by the Employer, the Employee shall not lose seniority rights until a period of twenty-four (24) months has elapsed. Thereafter, any extension may only be granted with the consent and agreement of the parties hereto.

An employee shall lose seniority in the event they:

- 1) Are discharged for just cause and are not reinstated.
- 2) Resign.
- 3) Are absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible.
- 4) After a layoff, the employee fails to return to work within seven (7) calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- 5) After a layoff of twelve (12) months, an employee shall be struck off the seniority list.
- 6) When an employee loses their seniority their 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 their right to seniority and other benefits based upon length of service with the Employer shall be calculated from the date of re-employment.

d) Seniority During Transfer to Supervisory Position

If an employee is transferred to a non-bargaining unit position they will retain their seniority for twelve (12) months during which time they may move back into the bargaining unit into their old position. After twelve (12) months of non-bargaining unit employment the employee relinquishes any rights to bargaining unit positions.

ARTICLE 10 LAYOFFS AND REHIRINGS

a) Layoffs and Rehiring Procedure

The Employer and the Union recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, except as otherwise mutually agreed, employees shall be laid off in the reverse order of their seniority, provided that those employees retained are qualified to do the work. Except as otherwise mutually agreed, employees shall be recalled in order of their seniority, provided they are qualified to do the work. Provided also that in the case of layoffs the Union agrees that where the next junior employee is retained, to complete a job in progress, the retaining of their service for a period not exceeding five (5) working days shall not be considered a violation of this agreement and provided also that employees laid off have not been doing similar work.

b) Notice of Layoff

In the event of layoff, the Employer shall provide in writing to employees with seniority rights working notice, compensation or a combination of both depending on operational requirements and in accordance with the Employment Standards Act.

ARTICLE 11 PROMOTIONS AND STAFF CHANGES

a) Seniority to Apply

Promotions and transfers will 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.

b) Job Posting

The Employer will post notice of any job vacancy for five (5) consecutive days in a manner which gives all employees in all departments covered by this Agreement adequate access to the information contained in such notice in order that all employees are able to apply to the vacancy or new position in writing. Such notice will contain the following information:

- Nature of position
- Required knowledge and education, ability and skills
- Shift
- Rate of pay

Copy of the notice will also be sent to the Secretary of the Union.

In the event there are no qualified internal candidates, the job vacancy will be advertised externally.

Transfers of successful applicants will be made as soon as possible.

c) **Filling of Vacancies on a Temporary Basis**

For the purpose of continuity of the operation during or prior to the posting period, the vacancy or new position may, subject to recognition of the principle of seniority and provided the required qualifications are met, be temporarily filled for a maximum period twenty (20) working days from the date the position became vacant at the rate of pay of the vacant or new position. The Employer agrees such filling of position(s) will be deemed to be "pending posting" and said position will be posted as soon as possible.

d) **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 will be on a trial period for twenty (20) working days. The Employer may extend the trial period an additional twenty (20) working days upon notification to the Union, including reasons for that extension.

In the event the employee concerned proves unsatisfactory in the position during the trial period, that employee will be returned to their former position and former rate of pay without loss of seniority. All other employees promoted or transferred as a result of the original employee being promoted or transferred, will be returned to their former positions and former rates of pay without loss of seniority as a result of the original employee being returned to their former position and former rate of pay.

e) **Union Notification**

The Employer will give notice to the Union upon all appointments, promotions, hiring, terminations of employment, and change of addresses of employees.

ARTICLE 12 GRIEVANCE AND ARBITRATION PROCEDURE

- a) The Employer acknowledges the right of the Union to appoint, or otherwise select, a Grievance Committee of two (2) members of CUPE Local 900. The personnel of such committee shall be communicated to the Employer.
- b) Should a dispute arise between the Employer and any employee(s) regarding the interpretation, meaning, operation or application of this agreement, including any question as to whether a matter is arbitral, or where an allegation is made that this agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

STEP 1

Any aggrieved employee is encouraged to first seek to settle a dispute by discussing the issue with their supervisor, accompanied by an Employee Representative. The employee may wish to first discuss the issue with an Employee Representative to ensure clarity of the issue(s) for the Employee Representative.

STEP 2

Failing satisfactory settlement of the dispute through informal discussion between the employee and their supervisor, the aggrieved employee shall refer the grievance in writing to the Chairperson of the Union Grievance Committee. If the Grievance Committee of the Union considers the grievance to be justified, the employee(s) concerned together with a member of the Grievance Committee shall seek to settle the dispute with the Employer within twenty (20) working days from the time the grievance became known to the employee or the Union.

STEP 3

Failing satisfactory settlement, within seven (7) working days after the decision at Step 2, the Union may refer the dispute to a Board of Arbitration.

Upon establishment of a Board of Arbitration the Employer shall appoint one (1) member to this Board, and the Union shall appoint one (1) member to this Board, and these two (2) appointees shall agree upon a Chairperson; in the event that these two (2) appointees cannot agree upon a Chairperson, the Minister of Labour shall appoint a Chairperson. The report of this Board of Arbitration shall be final and binding to the parties to this agreement but shall not have the power to change the terms of this agreement.

- c) Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, the Union or the Employer, has a grievance, Step 1 of this Article may be by-passed.
- d) All replies to grievances shall be in writing at all stages.
- e) Grievances settled satisfactorily within the time allowed shall be dated from the time that the grievance was filed.
- f) The Employer shall supply the necessary facilities for the grievance meetings.
- g) The time limits fixed in the grievance procedure may be extended by mutual agreement.
- h) At any stage of the grievance procedure, the Employer and the Union, or the Board of Arbitration, may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- i) Notwithstanding the foregoing, the parties may mutually agree to a single arbitrator who is to be governed by the provision of the Article.
- j) Employees shall have access to their personal file at any time.

ARTICLE 13 SUSPENSION AND DISMISSAL

Suspension and Dismissal Procedure

- a) An employee with seniority may be suspended or dismissed only for just cause. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal or suspension.
- b) Just cause shall not include the refusal of an employee to cross the picket line of a legal strike.
- c) Where the Employer considers that just cause exists for dismissal of an employee, such dismissal shall not go into effect until the employee has been so notified and a period of forty-eight (48) hours has elapsed from the time of such notification. During the said period of forty-eight (48) hours the Employer shall either proceed with the dismissal or impose a lesser penalty. In the event the Employer finds that disciplinary action is not warranted, or the suspension is too severe, the employee shall be reinstated with payment for such time that they may have lost from work as a result of having been suspended.
- d) An employee considered by the Union to be wrongfully or unjustly dismissed or suspended shall be entitled to a hearing under Article 12, Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such case.
- e) Should it be found upon investigation that an employee has been unjustly suspended or dismissed, such employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to their normal earnings during the period of suspension or dismissal. All due compensation shall be included in the payroll immediately following reinstatement.

ARTICLE 14 HOURS OF WORK

a) Outside Staff Hours of Work

The normal work week for outside staff consists of five (5) eight (8) hour days, from Monday to Friday inclusive.

The normal work day for outside staff will not commence before 6:00 a.m. and finish later than 4:30 p.m. No eight (8) hour shift will be spread over a period longer than eight and one half (8½) hours.

For employees hired after January 1, 2011, where operational requirements dictate, the normal work week may consist of any five (5) days, with two (2) consecutive days off.

All outside employees will be permitted one (1) paid fifteen (15) minute rest period in each of the first and second half of a shift and one (1) unpaid half (½) hour lunch break. Breaks (paid and unpaid) will be scheduled and agreed to between the supervisor and the employees.

b) Inside Staff Hours of Work

The normal work week for full-time, inside staff consists of five (5), seven (7) hour working days from Monday to Friday inclusive.

The normal work day for inside staff will not commence before 8:00 a.m. or finish later than 5:00 p.m. No seven (7) hour shift for inside staff will be spread over a period longer than eight (8) consecutive hours.

All employees shall be permitted one (1) paid fifteen (15) minute rest period in each of the first and second half of a shift and a one (1) hour unpaid lunch break. Breaks (paid and unpaid) will be scheduled and agreed to between the Chief Administrative Officer and the inside employees.

c) Additional Earned Time Off for Inside Staff

Notwithstanding the normal thirty-five (35) hour work week for full-time, inside staff, such staff may regularly work seven and one half (7½) hours each day by working one half (½) hour of their one (1) hour lunch break and bank that additional one half (½) hour worked in an additional earned time-off bank. Once seven (7) hours have been accumulated in the bank, the employee may take one (1) normal seven (7) hour working day off with pay, as long as the day off is operationally feasible and has been approved by the Chief Administrative Officer.

An employee's Additional Earned Time Off bank may not exceed fourteen (14) hours without first receiving the approval from the Chief Administrative Officer. It is intended that each inside employee who earns Additional Time Off shall have one (1) to two (2) additional paid working days off each month, in addition to vacation or any other time off entitlement.

d) Changes to Work Schedules for Inside Staff

The Employer may make temporary changes (less than thirty (30) working days) to the work schedule as set out in this agreement for inside staff after discussion with such staff and notice to the Union. Such changes may only be made with at least twenty-four (24) hours' notice of the change to the affected employee(s).

e) Minimum Hours on any Scheduled Day

In the event of an employee starting work in any day and being sent home before the employee has completed four (4) hours, the employee shall be paid for four (4) hours at regular rates. In the event of stoppage or suspension of work due to inclement weather the employee shall be paid for three (3) hours at regular rates. In the event that an employee reports to work but is sent home before commencing work, the employee shall be paid for two (2) hours at regular rates.

ARTICLE 15 OVERTIME

a) Overtime Rates on Normal Work Days

All time worked outside the normal work day shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half (1½) for the first three (3) hours and double (2x) time thereafter.

b) Overtime Rates on an Employees' Days of Rest and Holidays

All time worked on a Saturday shall be paid at time and one-half (1½) for the first three (3) hours and double (2x) time thereafter. All time worked on a Sunday shall be paid at double (2x) time. All time worked on a statutory holiday shall be paid on the basis of double (2x) the standard rate of pay for every hour worked in addition to the employee's regular holiday pay.

c) No Layoff to Compensate for Overtime

Employees shall not be required to layoff in regular hours to equalize any overtime worked. Shift schedules may not be changed for the sole purpose of eliminating overtime.

d) Minimum Call Back Time

Every employee who is called out and required to work in an emergency, outside their regular working hours and where the employee does not receive notification during their regular working hours of such requirement, shall be paid for a minimum of two (2) hours at overtime rates and shall be paid from the time they leave their home to report for duty until the time they arrive back home directly after the work is completed.

e) Banked 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 their supervisor. Any unused banked time will be paid at a time determined by each eligible employee with a limit of fifteen (15) days allowed to be carried forward into the following year. Paid time off shall be provided at the same rate as the applicable overtime rates. Banked time shall be limited to fifteen (15) days accumulation which must be taken before any new accumulation can occur.

ARTICLE 16 STATUTORY HOLIDAYS

- a) All employees, after completion of thirty (30) days of continuous employment, shall receive one (1) day's pay for not working on the following holidays:

| | | |
|-----------------|---------------|------------------|
| New Years' Day | Family Day | Good Friday |
| Easter Monday | Victoria Day | Canada Day |
| BC Day | Labour Day | Thanksgiving Day |
| Remembrance Day | Christmas Day | Boxing Day |

- b) When a Statutory Holiday falls on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off work in lieu of the holiday, at their regular rate of pay; such day off to be taken at the discretion of the Administrator or designate within two (2) weeks following such holiday.
- c) No employee is entitled to Statutory Holiday Pay for any such holiday which occurs while the employee is on layoff.

ARTICLE 17 ANNUAL VACATIONS

- a) All full time permanent employees shall be entitled to vacation as it is earned in accordance with the following schedule:
- 1) Vacation shall be earned and the time will accrue in the year it is earned to be taken in the following year. An employee whose employment begins after January 1st in any year, will earn one and one-quarter (1¼) working days for each complete month service to a maximum of fifteen (15) days to be taken in the following year. Employees leaving during or at the end of a probationary period will be paid any outstanding earnings.
 - 2) Vacation entitlement shall be as follows:
 - first (1st) to fifth (5th) year of full time employment: fifteen (15) working days.
 - Sixth (6th) to thirteenth (13th) year of full time employment: twenty (20) working days.
 - Fourteenth (14th) to nineteenth (19th) year of full time employment: twenty-five (25) working days.
 - Twentieth (20th) year of full time employment: thirty (30) working days.

b) **Holiday During Vacation**

If a statutory holiday is observed during an employee's vacation period, they shall be paid for that day as a statutory holiday and their holiday bank will not be affected by the statutory holiday.

If employee is on vacation, and a general or declared holiday falls on or is observed during that employee's vacation period, the employee will receive pay for the statutory or other holiday in accordance with this agreement, and the employee's vacation bank will not be affected by that day.

c) **Illness During Vacation**

If an illness occurs during an employee's vacation period, the employee shall be granted sick leave in lieu of vacation for the period covered by a certificate from a duly qualified medical practitioner, certifying that the sick employee would be unable to carry out their duties due to illness. Displaced vacation will be taken at a time mutually agreeable to the employee and the employee's supervisor.

- d) Providing the work schedule permits, all employees shall be granted their vacation at the time preferred by the employee. By mutual agreement, vacations may be arranged in any month of the vacation year. Preference over vacation dates shall be determined by seniority. All vacation entitlements must be taken as vacation time in the year in which the employee is eligible. An employee may, in writing, apply to the Chief Administrative Officer for deferment of vacation entitlement in extenuating circumstances.

e) **Vacation Schedule**

The Employer shall post on all department bulletin boards no later than January 30th of each year, a vacation schedule. The schedule shall show each employee's name, along with his/her vacation entitlement for the forthcoming vacation year and space for the employee to indicate, on or before May 1st the vacation dates preferred by the employee. The Employer shall, between May 1st and May 31st either confirm the dates suggested by each employee or discuss alternate dates with the employee. Should the Employer fail to confirm the dates preferred by the employee, or fail to discuss alternate dates, the suggested dates shall be deemed to be confirmed. In any case all vacation arrangements shall be finalized on or before June 15th unless otherwise mutually agreed.

ARTICLE 18 SICK LEAVE PROVISIONS

a) **Sick Leave Defined**

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled.

b) **Amount of Sick Leave**

Sick leave shall be granted to employees on the basis of one and one-half (1½) days for every month of service.

In any year where an employee has not used sick leave or only a portion thereof, he shall be entitled to an accrual of the entire unused portion of sick leave for future benefits. From the effective day of this agreement, existing unused sick leave shall continue to accrue to a total of one hundred and fifty (150) days. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in (a).

c) **Proof of Illness**

An employee shall, if required by the Employer, produce a certificate from a duly qualified medical practitioner for any illness certifying that such employee is unable to carry out their duties due to illness.

d) **Sick Leave During Leave of Absence**

When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence or layoff, he shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or layoff.

e) **Sick Leave Without Pay**

Sick leave without pay, for a period not exceeding twelve (12) months, shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted. Extensions of this period may be granted by mutual agreement.

f) **Sick Leave Records**

A record of all unused sick leave shall be kept by the Employer. Any employee is to be advised, on application, of the amount of sick leave accrued to their credit.

g) All employees shall, upon retirement or upon death become eligible for and receive a cash gratuity payment at the employees' current regular rate of pay, based on the following percentage of their accumulated sick leave. After five (5) years of service, twenty percent (20%) and an additional two percent (2%) per year thereafter to a maximum of one hundred and fifty (150) days.

ARTICLE 19 LEAVE OF ABSENCE

a) For Union Business

The Employer agrees that, where permission has been granted by the Employer to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for time so spent.

Any employee who is a member of the executive of CUPE Local 900 shall be permitted to leave work up to one (1) hour early without loss of pay to participate in CUPE Local 900 executive meetings.

b) Union Conventions

Subject to operational requirements reasonably applied, leave of absence without pay and without loss of seniority up to a maximum of twenty (20) days, may be granted to one (1) delegate upon request in writing to the Employer, to employees elected or appointed to represent the Union at Union Conventions and a reply in writing will be given within three (3) days after such request has been made.

c) Bereavement Leave

All employees shall be granted the maximum of five (5) days leave, without loss of pay, in case of death of an immediate family member including wife, husband (including common law spouse), child (including step), mother or father,

All employees shall be granted the maximum of four (4) days leave without loss of pay in case of death of a sister or brother.

All employees shall be granted the maximum of three (3) days leave without loss of pay in case of death of their mother-in-law, father-in-law, grandchildren, grandparents, foster parents or foster children.

Where additional time is needed, the employee, with the approval of the immediate supervisor, may utilize vacation time.

In all other cases and where the employee wishes to attend a funeral due to a relationship with the deceased person or their family, three (3) hours shall be granted without loss of pay to attend the funeral provided such employee has the approval of the employee's supervisor.

d) Leave for Union Officers

Any employee who is elected or selected for a full or part-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office shall be granted leave of absence without loss of seniority by the Employer for a period of one (1) year. Such leave shall be renewed each year during the employee's term of office. The employee shall retain their former position, upon return, if a vacancy exists, or any other position if there is a vacancy and the employee's seniority and qualifications permit. In any event, the employee shall have the right to exercise the employee's seniority among seasonal or non-permanent positions.

e) **General Leave**

The Employer may grant leave of absence without pay and without loss of seniority to a maximum of six (6) months to any employee requesting such leave for good and sufficient cause, such request to be in writing and submitted to the Employer. When such leave has been granted it shall not affect Statutory Holiday pay during the first thirty (30) calendar days of such leave.

f) **Jury Duty**

The Employer shall pay to an employee who is required to serve as a juror or subpoenaed court witness the difference between their normal earnings and the payment he received for jury service or court witness, conditional upon the employee presenting to the employer proof of service and of the amount of pay received.

g) **Maternity Leave**

Leave without pay shall be granted in accordance with the *Employment Standards Act* and *Employment Insurance Act*.

h) **Parental Leave**

Leave without pay for up to twelve (12) weeks shall be granted consistent with the *British Columbia Employment Standards Act* following the arrival home of a newborn or adopted child. If both parents work for the Employer the maximum combined leave will be twelve (12) weeks. Additional leave without pay for up to five (5) weeks shall be granted consistent with the *Employment Standards Act* and the *Unemployment Insurance Act, 1990, Section 11 (3) and (7)*, where the child requires additional special care. On return from Parental Leave, an employee shall be employed in their former position or a position of equal rank and salary.

i) **Family Responsibility Leave**

In the case of illness or domestic emergency in the immediate family, or in the case of short-term family responsibilities at home, an employee may be granted necessary time off at the employer's discretion, such time to be drawn from accumulated sick leave with full pay.

ARTICLE 20 PAYMENT OF WAGES AND ALLOWANCES

a) **Pay Days**

The Employer shall pay all employees every second (2nd) Friday.

b) **Pay during Temporary Substitutions**

If any employee substitutes on any job during the absence of another employee, or performs duties of a higher classification, they shall receive the rate for the job, or their regular rate, whichever is the greater. This rate shall apply for payment of statutory holidays, vacations, and sick leave, providing such employee has worked in the above capacity for a majority of hours in the previous week.

When an employee is regularly assigned to a position paying the lower rate, the employee's rate shall not be reduced until after thirty (30) consecutive days.

c) **Standby**

Outside employees who are required to be on the Employer's Standby List shall, for each weekly rotational period, be paid two (2) hours pay for each regular work day, (Monday through Friday exclusive of statutory holidays) and three (3) hours pay for each Saturday, Sunday or Statutory Holidays. This standby pay shall be paid at the Equipment Operator II rate or the employee's position rate, whichever is more.

It is agreed that the aforementioned standby pay is provided in recognition that the Village will have full twenty-four (24) hour a day, seven (7) days a week coverage in the event of an emergency. The employee who is on standby will be available for responses throughout the standby period. Standby will also include undertaking the routine checks of the Village's water and sewer systems including the daily water chlorine residual testing to be undertaken on Saturday's, Sundays and Statutory Holidays. In addition, the employee on standby shall be responsible to monitor winter weather conditions and when winter conditions require a response, shall contact other Public Works staff to respond to winter road maintenance.

d) **Shift Differential**

Employees shall receive fifty (\$.50) cents per hour additional compensation for working on shifts other than the normal work day.

e) **Charge Hand Rate**

A Charge Hand Rate of fifty (\$.50) cents per hour over the regular rate of pay is hereby established in situations where an employee is in charge of a crew without the benefit of direct supervision during the particular shift beyond supervision provided for within individual job descriptions. Or when there is more than one (1) employee of similar classification on the same shift without the benefit of direct supervision, one (1) employee in these circumstances will be designated as the Charge Hand.

ARTICLE 21 JOB RECLASSIFICATION

a) New or Changed Classifications

The Employer may institute new classifications. 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 10 (a). The posting shall indicate that the new classification and rate of pay is subject to agreement between the Union and the Employer, within thirty (30) working 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 an arbitration under the provisions of Article 11. 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.

b) Changed Classification

If the Union claims that the duties of an existing classification have been significantly changed, the Union may request to meet with the Employer to review the classification and/or rate. If within their (30) working days of the submission of such request, which shall be in writing, and the request shall specify any changes in duties and any proposed change in the rate of pay, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 11. Any change 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.

c) Abandonment

If the Union does not request to meet with the Employer to review the classification and rate within thirty (30) working days, or if the Union does not refer the difference, if any, to arbitration within thirty (30) working days, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

d) Extension of Time Limits

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

ARTICLE 22 SUPPLEMENTATION OF COMPENSATION AWARD

An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the *Worker's Compensation Act* as compensable within the meaning of the Act, shall receive from the Employer the difference between the amount payable by the *Worker's Compensation Act* and their regular salary. The amount paid shall be deducted from the accumulated sick leave of the employee.

ARTICLE 23 HEALTH AND WELFARE BENEFITS

a) Pension Plan

Employees shall participate in the existing pension plan in accordance with the terms of the plan and in any future plan that may be entered into by mutual agreement by the parties hereto.

b) Medical Services

For all permanent employees, the Village shall pay:

- 1) one hundred percent (100%) of the premium cost for the Dental Plan;
- 2) one hundred percent (100%) of the premium cost for the Extended Health Care Plan;
- 3) one hundred percent (100%) of the premium cost for the BC Medical Plan;
- 4) one hundred percent (100%) of the premium for all Employees for the Group Life Insurance Plan.

The Employees shall pay:

- 1) one hundred percent (100%) of the Long Term Disability Benefit Plan;

The Employer reserves the right to change plans and insurers provided the level of coverage does not fall below current levels.

The decision to extend coverage for any particular claim rests exclusively with the benefit provider and, where the Employer has complied with all of their requirements regarding a claim, such decision will not be subject of the Grievance or Arbitration process.

c) Group Life Insurance

Employees shall participate in a mutually agreeable Group Life Insurance Policy.

The amount of group life insurance coverage under this section shall be based on the calculation of three (3) times an employee's annual salary with a maximum coverage of two hundred thousand (\$200,000) dollars.

d) **Long Term Disability**

The Employer agrees to deduct from each employee the full cost of Long Term Disability premiums and remit same to the mutually agreed upon carrier.

e) **Accidental Death and Dismemberment**

This benefit will pay the beneficiary a sum of two (2) times your annual earnings to a maximum of two hundred thousand (\$200,000) dollars in case of accidental death of the insured.

f) **Dental Plan**

All eligible employees shall be enrolled in the Dental Plan which complies with the current coverage;

Coverage for dependent children under all dental plans is extended to age twenty-five (25) if the dependent is a full-time student.

It is agreed that participation in the dental plan is a condition of employment for all eligible employees of the Employer.

Temporary employees will receive payment in-lieu of benefits and vacation entitlement of fourteen (14%) percent of their earnings.

g) **Continuation of Benefits during Layoff**

In cases of temporary layoff, the Employer agrees to pay its share of the monthly premiums up to three (3) months for the medical, dental, extended health and group life insurance plans, for employees with two (2) or more years of service. Employees with less than two (2) years' service, may continue benefits for up to three (3) months by prepaying the Village's costs. In the event of a longer layoff, employees so affected shall be given the right to continue their coverage through direct payments to the Employer of one hundred (100%) percent of the premium costs, providing the plans permit such coverage. Contributions for the employee's share of the premiums shall be deducted from their final pay provided at layoff.

Employees who have maintained their coverage during layoff will have their premiums prorated for the month in which they are recalled. Employees who have not maintained their coverage who get recalled to work will be eligible for coverage on the first (1st) of the month following the month which they return.

h) **Boot Allowance**

A boot allowance for the outside employees in the amount of three hundred (\$300.00) dollars will be paid in the first pay period of January of each year. Any outside employees on active duty with the Village of Chase during the first pay period of January will be eligible for this boot allowance. Employees on probation when the boot allowance is paid will not be eligible for a boot allowance.

i) **Clothing Allowance**

A clothing allowance for the outside crew of Public Works in the amount of one hundred fifty (\$150.00) to be paid in January of each year.

j) **Other general provisions**

- 1) A dependent can be dropped from benefit coverage at the discretion of the benefits carrier without prior notice.
- 2) In the event of the death of an employee, the Village shall continue to pay its share of the monthly premiums for up to three (3) months for the benefit of the dependents.
- 3) In the event of the death of an employee, the Village shall continue the employee's regular pay for four (4) weeks following the date of death. A cheque in the appropriate amount shall be made out in the name and given to the beneficiary named in the employee's file.
- 4) Subject to the provisions of this agreement, eligibility of each employee for welfare benefits will be determined by the terms and conditions of the respective benefit carriers.

ARTICLE 24 GENERAL CONDITIONS

- a) The Employer shall pay the cost of tuition and materials of an academic or technical course approved by the Employer. In addition, where an employee is required by the Employer to attend training, the employee shall suffer no loss of regular earnings and shall be reimbursed for expenses in accordance with Village Policy. Further that the Employer shall pay professional, licence and/or certification fees for an employee who, as a condition of employment, is required to be a member of a professional association or be licensed or certified.

b) **Bulletin Boards**

The Employer shall provide suitable bulletin boards in all shops 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.

c) **Video Display Terminals**

The employer shall comply with WorkSafe BC regulations and requirements for adequate protection for employees working with VDT's.

d) **Private Car Allowance**

An employee who has been authorized by the Employer to use their privately-owned motor vehicle on Municipal business shall be paid an allowance to cover the entire cost of operation of such vehicle at the rate established for Council.

e) **Technological Changes**

Technological changes shall be addressed by the provisions of *Section 54 of the Labour Code of British Columbia*.

f) **Safety Committee**

A Safety Committee shall be set up as required by the provisions of the *Worker's Compensation Act*. The Employer and the Union shall each appoint two (2) members to this Committee. Meetings shall be held when required and during working hours.

g) **Access To Personnel File**

An employee shall have the right to have access to review their personnel file in the presence of a senior manager or designate. All letters related to conduct, whether positive or negative, will be shared with the employee prior to placement in their personnel file.

ARTICLE 25 PRESENT CONDITIONS AND BENEFITS

All rights, benefits and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 26 GENERAL

Wherever the singular or the masculine is used in the Agreement, it shall be considered as if the plural or the feminine has been used where the context of the party of parties hereto so require.

The parties hereby agree to continue updating outdated job descriptions for various positions within the Village, and renewing and improving outdated Letters of Understanding.

ARTICLE 27 TERM OF AGREEMENT

THIS AGREEMENT shall remain in force and effective from January 1, 2019 until December 31, 2023 and thereafter from year to year unless either party to this agreement gives notice to commence Collective Bargaining in accordance with the provisions of the *British Columbia Labour Relations Code*. During the period of negotiations, this Agreement shall continue in full force and effect.

Both parties understand and agree that all provisions of this agreement that have been changed from those in the previous agreement, come into full force and effect on January 1, 2019 subject to Appendix I – Wages Rates.

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

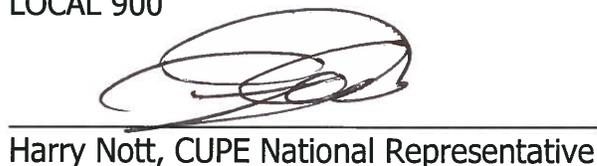
ON BEHALF OF:
THE VILLAGE OF CHASE


Joni Heinrich, Chief Administrative Officer



Sean O'Flaherty, Corporate Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900


Harry Nott, CUPE National Representative


Renata Rawn, Bargaining Committee


Guy Spencer, Bargaining Committee

APPENDIX "I"

Wage Rates

| | 2018 | Jan 1, 2019 2.25% | Jan 1, 2020 2.25% | Jan 1, 2021 2.25% | Jan 1, 2022 2.00% | Jan 1, 2023 2.00% |
|---|----------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Inside Workers | | | | | | |
| On-Call Casual Office Assistant (LOU # 2) | \$ 19.68 | \$ 20.12 | \$ 20.57 | \$ 21.03 | \$ 21.45 | \$ 21.88 |
| Receptionist / Cashier | \$ 20.01 | \$ 20.46 | \$ 20.92 | \$ 21.39 | \$ 21.82 | \$ 22.26 |
| Administrative Support - Client Services | \$ 26.84 | \$ 27.44 | \$ 28.06 | \$ 28.69 | \$ 29.26 | \$ 29.85 |
| Accounting Assistant - Finance and Payroll Services Clerk | \$ 33.26 | \$ 34.01 | \$ 34.78 | \$ 35.56 | \$ 36.27 | \$ 37.00 |
| Outside Workers | | | | | | |
| Labourer | \$ 24.33 | \$ 24.88 | \$ 25.44 | \$ 26.01 | \$ 26.53 | \$ 27.06 |
| Equipment Operator I | \$ 28.15 | \$ 28.78 | \$ 29.43 | \$ 30.09 | \$ 30.69 | \$ 31.30 |
| Equipment Operator II | \$ 29.71 | \$ 30.38 | \$ 31.06 | \$ 31.76 | \$ 32.40 | \$ 33.05 |
| Utility Operator | \$ 31.50 | \$ 32.21 | \$ 32.93 | \$ 33.67 | \$ 34.34 | \$ 35.03 |
| Team Lead Hand | \$ 33.29 | \$ 34.04 | \$ 34.81 | \$ 35.59 | \$ 36.30 | \$ 37.03 |
| Standby Rate | \$ 29.71 | \$ 30.38 | \$ 31.06 | \$ 31.76 | \$ 32.40 | \$ 33.05 |

LETTER OF UNDERSTANDING #1

BETWEEN

THE VILLAGE OF CHASE

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

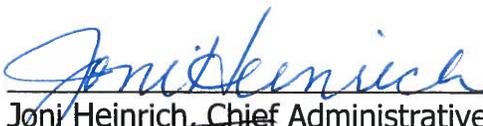
RE: Hours of Work and Benefits for a Seasonal Labourer

The parties agree that the January 9, 2008 Collective Agreement between the Village of Chase and Canadian Union of Public Employees Local 900 is amended as follows:

- 1) The normal work week as specified in **Article 14: Hours of Work:** Hours of Work may be varied for the Seasonal Labourer position.
- 2) The Seasonal Work Week for the Seasonal Labourer must allow for two (2) consecutive days off, unless the Union, the Employer and the employee agree otherwise.
- 3) The Seasonal Work Week must be specified in a hire letter to be signed by the employee, the Department Head, the Unit Chair and the Chief Administrative Officer or their alternate.
- 4) **Article 15: Overtime** is amended to provide that hours worked on a Saturday or a Sunday, provided they are usual days of work in the Seasonal Work Week, are not considered to be overtime hours. Hours worked on a Statutory Holiday shall be compensated by a day off during the seasonal work week, plus double (2x) time for the day/s worked.
- 5) **Article 23: Welfare Benefits** shall apply to Seasonal Employees. Vacation benefits shall be paid out at a rate of six (6%) percent of wages on each regular payroll cheque. The pay rate will be the rate for "Labourer" as indicated in the Collective Agreement

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

ON BEHALF OF:
THE VILLAGE OF CHASE



Joni Heinrich, Chief Administrative Officer



Sean O'Flaherty, Corporate Officer

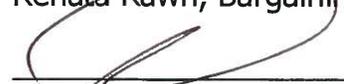
ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900



Harry Nott, CUPE National Representative



Renata Rawn, Bargaining Committee



Guy Spencer, Bargaining Committee

LETTER OF UNDERSTANDING #2

BETWEEN

THE VILLAGE OF CHASE

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

RE: On-Call Casual Office Assistant

This Letter of Understanding is to establish the position of On-Call Casual Office Assistant under the Collective Agreement between the Village of Chase and the Canadian Union of Public Employees Local 900. Therefore, the above referenced parties, by their signatures below, hereby ratify the following amendments to the January 1, 2015 to December 31, 2018 Collective Agreement and subsequent Collective Agreements, such amendments will be removed by agreement of both parties.

Casual employees shall not be offered training opportunities prior to such opportunities being offered to regular staff within that department.

Appendix I — Wage Rates:

Appendix I is hereby amended to add the position of On-Call Casual Office Assistant.

Article 14: Hours of Work, Clause (b) Hours, Inside Employees:

The hours of work may be varied to allow for the needs of the Employer and the person filling the position. It is understood that the schedule will involve full time hours for the most part, with occasional part time hours.

Article 14: Hours of Work, Clause (c) Additional Earned Time Off for inside Staff:

This clause does not apply to the On-Call Casual Office Assistant position.

Article 14: Hours of Work, Clause (d) Changes to Work Schedules for Inside Staff:

This clause does not apply to the On-Call Casual Office Assistant position.

Article 14: Hours of Work, Clause (e) Minimum Hours:

This clause does not apply to the On-Call Casual Office Assistant position.

Article 17: Annual Vacations:

Vacation time shall be paid out at six (6%) percent.

Article 23: Welfare Benefits:

There will be no welfare benefits

Wages:

The wage rate shall be as per Appendix "I" except, as per Article 20 (b), "If any employee substitutes on any job during the absence of another employee, or performs duties of a higher classification, they shall receive the rate for the job, or their regular rate, whichever is the greater." When the On-Call Casual Office Assistant is substituting during the absence of another employee Article 20 will apply.

Any wage rate increases applicable to the wage rates according to a ratified new collective agreement will be applicable to the On-Call Casual Office Assistant position. Any cash payouts applicable to employees who work full time hours will be pro-rated for the On-Call Casual Office Assistant position.

The foregoing will take effect upon ratification by the parties above written.

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

ON BEHALF OF:
THE VILLAGE OF CHASE



Joni Heinrich, Chief Administrative Officer

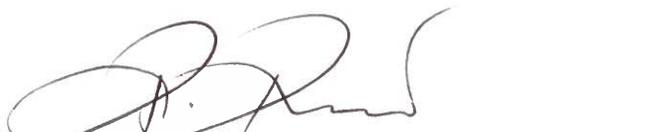


Sean O'Flaherty, Corporate Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900



Harry Nott, CUPE National Representative



Renata Rawn, Bargaining Committee



Guy Spencer, Bargaining Committee