

COLLECTIVE AGREEMENT

BETWEEN

VILLAGE OF LYTTON



AND

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



JANUARY 1, 2024 – DECEMBER 31, 2026

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2.04 Part-time Employee

A part-time employee is an employee who normally works fewer hours in a day and/or fewer days in a week than a full-time employee in the same classification, except in instances where the employee is replacing a full-time employee who is absent from work, or when there are unusual demands of the Employer causing a short-term need for an increase in labour.

2.05 Regular Employee

An employee who is hired to work on a regular and ongoing basis either full-time or part-time and who has successfully completed their probationary period, as per Article 10.02.

2.06 Probationary Regular Employee

A regular employee serving the probationary period, as per Article 10.02.

2.07 Permanent Regular Employee

A regular employee who has successfully completed the probationary period.

2.08 Relief (Casual) Employee

A person employed on a day-to-day on call basis to cover absences due to sick leave, vacation, special leave or any other approved leave not to exceed ten (10) days. No bargaining unit seniority or benefits shall accrue for a casual employee except for those in lieu outlined in Article 10.3(b), unless that employee is appointed to a regular part-time or full-time position. Casual employees shall not result in the displacement of regular employees' positions or hours of work.

2.09 Temporary Employee

A person employed for a specific project or time period not to as per Article 10.3(a).

2.10 Seasonal Employee

Is a person employed for a specific project or time period, who works on a temporary and/or seasonal basis on a regular schedule, and who has successfully completed a probationary period as per Article 10.02 of this Agreement.

2.11 Working Day

Is any day during which the Employee performed scheduled work in the course of employment for the Employer.

2.12 Day

Unless specified otherwise, day means a calendar day.

2.13 Seniority

The length of service of employment with the Employer and shall apply on a bargaining unit-wide basis.

ARTICLE 4 RECOGNITION AND NEGOTIATIONS

4.01 Bargaining Agent

The Employer or anyone authorized to act on their behalf recognizes the Canadian Union of Public Employees Local No. 900 as the sole collective bargaining agency for its employees covered by the certification, 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 differences that may arise between them.

4.02 Exempt Employees

The following Village employees shall not be part of the certified bargaining unit:

- Chief Administrative Officer
- Corporate Officer
- Financial Officer
- Public Works Manager

4.03 Emergency Situations

It is agreed that except for emergency situations, 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 5 NO DISCRIMINATION/SEXUAL HARASSMENT

5.01 General

There shall be no discrimination by the Employer or by the Union with respect to any employee, as provided in the Human Rights Act of BC, or by reason of membership or activity in a trade union.

5.02 Sexual Harassment

The Employer and the Union do not condone sexual harassment. Any complaint or allegation of sexual harassment at the workplace not satisfactorily resolved shall be dealt with by the Parties through the Grievance Procedure.

5.03 No Abuse

The Employer and the Union do not condone any form of verbal or physical abuse. Verbal and/or physical abuse shall be dealt with through disciplinary action up to and including the termination of employment.

5.04 Grievances

A grievance relating to a matter of alleged discrimination or sexual harassment may be initiated at Step 2 of the Grievance Procedure.

9.03 Representatives of the Employer

The appointees of the Employer shall have the right at any time to have the assistance of an outside representative when dealing or negotiating with the Union.

9.04 Meeting of the Bargaining Committee

In the event of either party 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.

9.05 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.

9.06 Time Off for Meetings

Any representative of the Union of 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.

9.07 Labour-Management Committee

A Labour-Management Committee shall be established to consider items of mutual concern between the two parties. There shall be one (1) person appointed from each party to serve on the Committee. The meetings of the Committee shall meet upon request of either party. The meeting shall be held within thirty (30) days of the request if there are items which either party wishes to discuss. The meetings shall be during working hours, and the Union participant shall suffer no loss in pay for attending the meetings.

ARTICLE 10 SENIORITY

10.01 Seniority List

The Employer shall maintain a list showing the date upon which each employee's service commenced. An up-to-date list of employees with seniority shall be sent to the Union and be available to employees in January of each year.

10.02 Seniority for New Employees

Newly hired employees shall be considered on a probationary basis until completion of sixty-five (65) working days from date of hiring. Employment of such employees may be terminated at any time during this period without recourse to the grievance procedure. After satisfactory completion of the probationary period seniority shall be effective from the original date of employment.

10.05 Seniority during Transfer to Supervisory Positions

If an employee is transferred to or accepts an exempt supervisory position or any other position not covered by this Agreement, he shall retain his seniority in the position from which he was transferred for six (6) months; while in such supervisory or other position he may elect to continue to remain a member of the Union in order to accumulate seniority in the position from which he was transferred by payment of dues. Otherwise he shall not accumulate seniority and regardless at the end of six (6) months should he elect to remain in the non-bargaining unit position shall cease to be a member of the Union and relinquish all rights.

ARTICLE 11 LAYOFFS AND REHIRINGS

11.01 Layoffs and Rehiring Procedures

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of their seniority, provided that those employees retained are qualified to do the work. 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 his services for a period not exceeding five (5) working days shall not be considered a violation of the Agreement and provided that employees laid off have not been doing similar work. Employees to be recalled to work shall be notified by telephone at least five (5) days prior to the effective date. If the employee cannot be reached by telephone, a letter shall be sent and shall be received three (3) days in advance of the effective date. This notice shall not apply for emergency weather condition recall.

11.02 Notice of Layoff

The Employer shall notify regular employees with seniority rights who are to be laid off, fifteen (15) working days before layoff is to be effective, or pay fifteen (15) days wages in lieu of notice. The Employer shall notify special classification employees with seniority rights who are to be laid off, in accordance with the *Employment Standards Act* in effect at the time. The provisions of this clause shall not apply because of temporary suspension of work due to inclement weather.

11.03 Continuation of Benefits

In cases of layoffs not anticipated to exceed two (2) months, the Employer agrees to maintain the payment of its share of the monthly premiums of the Benefits in Articles 23.02; 23.03; 23.04 for that period of two (2) months for any employee with seniority rights.

STEP 2:

Failing agreement being reached in Step 1, application for a hearing shall be made to the Employer in writing within ten (10) working days, stating the alleged grievance and a hearing shall be arranged by the Employer (Council) within ten (10) days or such other time as is mutually agreed following receipt of such application.

STEP 3:

Failing satisfactory settlement within at least seven (7) days after the hearing in Step 2, either party may refer the dispute to a Board of Arbitration.

STEP 4:

Upon the requirement 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 Chairman; in the event that these two (2) appointees cannot agree upon a Chairman, the Minister of Labour shall appoint a Chairman. 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 the Agreement. By mutual agreement, the parties may agree to the use of a Sole Arbitrator rather than a panel.

13.02

Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, Steps 1 of this Article may be bypassed.

13.03

Written Notification

All matters dealing with grievances shall be in writing at all stages, specifying the Step involved.

13.04

Grievances' Date

Grievances settled satisfactorily within the time allowed shall date from the time that the Employer received notification of the grievance.

13.05

Facilities for Grievance Meetings

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

13.06

Time Limits

The time limits fixed in the grievance procedure may be extended by the mutual consent of the parties to this Agreement.

13.07

Witnesses

At any stage of the grievance procedure, the parties 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.

ARTICLE 15 HOURS OF WORK

15.01 Hours

The standard work week shall consist of five (5) – eight (8) hours' days (outside staff), and five (5) – seven point five (7.5) hours' days (inside staff). Seasonal variations of the standard workday may be made by mutual agreement of the parties to this Agreement. **At the discretion of the employee and with supervisory approval, inside workers may stagger their start-time by 30 minutes to allow for work to be completed outside of public office hours.**

15.02 Minimum Hours

In the event of an employee starting work in any day and being sent home before he has completed four (4) hours, he shall be paid for four (4) hours. In the event an employee reports to work but is sent home before commencing to work, he shall be paid for two (2) hours at regular rates.

15.03 Rest Periods

All employees shall be permitted a fifteen (15) minute rest period in both the first (1st) and second (2nd) half of a shift.

ARTICLE 16 OVERTIME

16.01 Overtime Rates on Weekdays

- a) All time worked beyond the scheduled workday shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half (1½) for the first two (2) hours work and double (2x) time thereafter, on standard workdays. The employee can either bank the overtime or be paid out.
- b) Any employee required to work on his first (1st) weekly day of rest shall be paid time and one-half (1½) for the first two (2) hours work and double (2x) time thereafter.
- c) Any employee required to work on his second (2nd) weekly day of rest or on a general holiday, shall be paid double (2x) time for all hours so worked. This double (2x) time will be in addition to any general holiday pay to which he might be entitled.
- d) All overtime and call back time shall be authorized by the Village Administrator or designate.
- e) Employees shall not be subjected to a layoff during regular hours to equalize any overtime worked.
- f) Every employee who is called out and required to work in an emergency outside his regular working hours shall be paid for a minimum of two (2) hours at overtime rates and shall be paid a maximum of thirty (30) minutes from the time he leaves his home to report for duty and in

18.02 Holidays during Vacation

If a statutory holiday or a declared holiday falls on or is observed during an employee's vacation period, they shall be granted an additional day's vacation for each holiday in addition to their regular vacation time.

18.03 Preference in Vacations

Provided the work schedule permits all employees shall be granted the vacation period preferred by the employee, at such time as may be mutually agreed upon by the Employer and the employee. Preference in choice of vacation dates shall be determined by seniority of service.

18.04 Vacation Usage

Employees are to take their holidays during the fiscal year (01 January – 31 December). Employees may carry over up to one (1) week of their annual vacation to the following fiscal year. The employee may request an additional one (1) week of carry, over to the Employer which will not be unreasonably denied.

ARTICLE 19 SICK LEAVE PROVISIONS

19.01 Weekly Indemnity

The Village of Lytton will pay one hundred (100%) percent of the premiums for the Weekly Indemnity Insurance Plan for all regular full-time and regular part-time employees. The Weekly Indemnity is payable on the fourth (4th) day of illness, or on the first (1st) day of being hospitalized from sustaining injury due to an accident not covered by Workers' Compensation Board of British Columbia, by the insurance company. Employees shall accumulate one (1) day per month sick leave day, twelve (12) days per year in order to cover the first four (4) days of illness and other short-term sickness. The total allowable accumulation of these sick leave days is one hundred twenty (120) days. Weekly Indemnity is payable by the insurance company for sixty-six point sixty-seven (66.67%) percent of weekly salary to a maximum of one thousand (\$1,000.00) dollars payable for seventeen (17) weeks, termination age is seventy (70).

19.02 Proof of Illness

An employee may be required after one (1) day and shall be required after three (3) days, by the Employer, to produce a certificate from a duly qualified medical practitioner for any illness certifying that such employee is unable to carry out his duties due to illness.

19.03 Long Term Disability

The Village of Lytton will pay one hundred (100%) percent of the premiums for the Long Term Disability Insurance Plan for all regular full-time and regular part-time employees. This coverage immediately follows the seventeen (17) week Weekly Indemnity coverage. Long Term Disability is payable by the insurance company for sixty-six point seven (66.7%) percent of salary to a

20.04 Maternity Leave

Upon two (2) weeks written notice, if possible, leave of absence without pay and without loss of seniority shall be granted for pregnancy under the terms of the *Employment Standards Act* and the *Employment Insurance Act*. The employee returning to work after maternity leave shall provide the Employer with at least three (3) weeks' notice. On return from maternity leave, the employee will be placed in a position consistent with the seniority provisions of this Agreement.

20.05 Parental Leave

Upon four (4) weeks' written notice, if possible, being provided to the Employer, an employee shall be granted a leave of absence without pay and without loss of seniority due to the birth of a child or children with respect to whom the parental leave is to be taken, said leave to be in accordance with the provisions of the *Employment Standards Act* of BC and the *Employment Insurance Act* of BC. The employee returning to work shall provide the Employer with three (3) weeks' notice of their pending return. Upon return from parental leave, the employee will be placed in a position consistent with the seniority provisions of this Agreement.

20.06 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to a maximum of eight (8) months to any employee requesting such leave for good and sufficient cause, such request to be in writing and submitted to the Employer.

20.07 Funeral Leave

One (1) day shall be granted without loss of salary or wages to attend a funeral, provided such employee has the approval of the Chief Administrative Officer.

20.08 Family Responsibility Leave

An employee is entitled to up to three (3) days effective January 1st of each employment year for the care of and responsibilities associated with caring for a member of the employee's immediate family, as defined in Article 20.03. These days are to be deducted from the cumulative sick leave bank in Article 19.01.

ARTICLE 21 PAYMENT OF WAGES AND ALLOWANCES

21.01 Schedules of Rates, Pay Days

The Employer shall pay wages in accordance with Schedule "A" and "B" attached hereto and forming part of this Agreement. Employees will be paid bi-weekly. On each pay day each employee will be provided with an itemized statement of wages, overtime worked, deductions, etc.

ARTICLE 23 BENEFITS

23.01 Pension Plan

An employee, who has completed his probationary period and meets the terms of the *Public Sector Pension Plan Act*, shall participate in the Municipal Pension Plan in accordance with the terms of the Plan.

23.02 Medical Services

The Employer shall contribute one hundred percent (100%) of the premium of the recognized medical plan and extended health plan for all present employees.

23.03 Group Life Insurance

Employees shall participate in a mutually agreeable Group Life Insurance Policy with the Employer paying one hundred percent (100%) of the month premium. The principal amount of such insurance shall be twice the employee's annual salary plus accidental death and dismemberment (double indemnity).

23.04 Dental Plan

The Employer shall contribute one hundred percent (100%) of the monthly premium of the Pacific Blue Cross Dental Care Plan "A", paying eighty (80%) percent of Basic Services and of Plan "B" which pays fifty (50%) percent of Prosthetic Appliances and crown and Bridge Procedures.

23.05 Eyeglasses

Employees shall receive eyeglass coverage, which provides the current benefit plan with coverage of four hundred (\$400.00) dollars every two (2) years.

23.06 Footwear Upkeep Allowance

Outside employees shall receive **three** hundred (**\$300.00**) dollars per year for footwear upkeep allowance to be paid upon the employee providing the Employer with the receipt for the footwear purchase.

23.07 Coverall Allowance

The Employer will provide one pair of coveralls per year. The employee is responsible for keeping the coveralls clean and in good condition and is expected to wear them on duty where required.

ARTICLE 24 GENERAL CONDITIONS

24.01 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.

ARTICLE 27 TECHNOLOGICAL CHANGE

27.01 Technological Change

Any employee with three (3) or more years' service who is displaced from his job by virtue of technological change or improvement will have the co-operation of the Employer along with the Federal Government in providing opportunity for retraining and replacement. In such cases, the Employer agrees to give notice of at least three (3) months or if this is not possible, pay in lieu of notice of one (1) month.

ARTICLE 28 GENERAL

28.01 Singular or Masculine

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

ARTICLE 29 TERM OF AGREEMENT

29.01 Duration and Renewal

This Agreement shall be binding and remain in effect from January 1, 2019 until December 31, 2023. It shall not terminate but continue in effect from year to year thereafter unless either Party, at any time within four (4) months immediately preceding the expiry of this Agreement, by written notice requires the other Party to commence collective bargaining. If such notice is given, all terms and conditions remain in effect until a new Agreement is ratified or until strike or lockout notice is given.

29.02 Changes to Agreement

Any changes deemed necessary to this Collective Agreement may be made by mutual agreement by the authorized representatives to this agreement at any time during the existence of this Agreement.

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the 1st day of January 2019 and up to and including the 31st of December 2023, and thereafter from year to year unless either party to this Agreement gives notice to commence bargaining in accordance with the current legislation.

SCHEDULE "A"
Pay Grid

CLASSIFICATION	Jan 1, 2023	June 1, 2023 Min Wage	Jan 1, 2024 8%+0.50/hr	June 1, 2024 Min Wage	Jan 1, 2025 4%	June 1, 2025 Min Wage	Jan 1, 2026 4%	June 1, 2026 Min Wage
Lead Hand	\$34.12		\$37.35		\$38.84		\$40.40	
Maintenance Worker	\$29.80		\$32.68		\$33.99		\$35.35	
General Labourer II	\$25.53		\$28.07		\$29.20		\$30.36	
General Labourer I	\$22.63		\$24.94		\$25.94		\$26.98	
Clerical	\$27.01		\$29.67		\$30.86		\$32.09	
Level 1 Lifeguard (no experience)		\$15.20		\$17.40		\$17.85		
Level 2 Lifeguard (At least one (1) year experience)		\$15.20		\$17.40		\$17.85		
Level 3 Lifeguard & Swim Instructor	\$16.94		\$18.80		\$19.55		\$20.33	
Level 4 Lifeguard & Swim Instructor (At least two (2) years experience and two (2) steps)	\$18.76		\$20.76		\$21.59		\$22.45	
Level 5 Lifeguard & Swim Instructor (At least two (2) years experience and three (3) steps)	\$19.95		\$22.05		\$22.93		\$23.84	
Senior Museum Guide (with at least 3 years' experience)**	\$15.96		\$17.74		\$18.45		\$19.18	
Junior Museum Guide		\$15.20		\$17.40		\$17.85		
Student Clerical Assistant		\$15.20		\$17.40		\$17.85		
Public Works Seasonal Worker		\$15.20		\$17.40		\$17.85		

*Schedule "A" Pay Grid – Minimum wages are shown in Red and all others are in black.

LETTER OF UNDERSTANDING #1

BETWEEN

THE VILLAGE OF LYTTON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

RE: Grant Funded Employees

Grant Funded Employees

- 1) Employees hired under a grant shall become members of the Union and pay dues as per Article 6 & 7 of the Collective Agreement.
- 2) Regular employees shall not lose hours, wages, seniority or be displaced due to the hiring of grant funded employees.
- 3) Grant funded employees shall have duties for which they are qualified and receive the wage rates as outlined in Schedule "A".
- 4)
 - a) Grant funded employees shall be under the direction of the Public Works Lead-Hand position and shall not replace a regular Union position. All terms of the Collective Agreement shall apply except for seniority, benefits and pay (see above for pay scale). Grant funded employees shall receive vacation pay at four (4%) percent and all other rights per the *Employment Standards Act (ESA)*.
 - b) Public Works student and Student Clerical Assistant duties are that of a basic nature and are not intended to be performed as core duties of a public works or clerical position.
- 5) The Grant may run for the five (5) month period from 01 April to 08 September or for such time as is agreed upon between the Union and Employer.
- 6) This LOU shall terminate when the grant funded employees' employment and grant provision ends. The parties are free to renew with amendments by mutual agreement in the future.