MEMORANDUM OF AGREEMENT BETWEEN THE JUSTICE INSTITUTE OF B.C. and BCGEU

The attached documents constitute a full settlement for renewal of the Collective Agreement for a four (4) year term from July 1, 2006 to June 30, 2010.

The parties agree to recommend these amendments to their respective principals.

Dated this 17 day of May, 2006 and signed on behalf of:

Patricia Gibb

Henny Hanegraaf

Raymond Atwal

Carol Baert

BCGEU

Henny Hanegraaf

Marcella Popovici

Kim Howse

Marc Guay

MEMORANDUM OF AGREEMENT BETWEEN THE JUSTICE INSTITUTE OF B.C. and BCGEU

The attached documents constitute a full settlement for renewal of the Collective Agreement for a four (4) year term from July 1, 2006 to June 30, 2010.

The parties agree to recommend these amendments to their respective principals.

Dated this 15th day of May, 2006 and signed on behalf of:

Justice Institute of B.C.	BCGEU
Patricia Gibb	Henny Hanegraaf
Raymond Atwal	Marcela Popovici
Carol Baert	Kim Howse
Peter Stevens	Marc Guay



JUSTICE INSTITUTE OF BC LOCAL BARGAINING AGREEMENTS March 10, 2006

Article 25.5 – Group Life	Housekeeping
New Articles 25.6 and 25.7 – Accidental Death &	Housekeeping
Dismemberment and Business Travel Accident Policy	
Article 25.12 Employee and Family Assistance	Housekeeping
Program (new number and change to text)	
Former Article 25.12 Employee Assistance Program	Housekeeping
MoU #1 – Employee and Family Assistance Program	Housekeeping
Article 31.6 Application of Agreement	Housekeeping
Article 32.5 Joint Administration of the Staff	Increase cap on amount that
Development Fund	can be claimed from \$500 to
	\$650. No change in funding
LoU #1 Exchange Program	Housekeeping
LoU #2 Substitution Process	Housekeeping
LoU #7 Wages	Housekeeping
MoU #4 Deferred Leave Plan	Housekeeping
MoA #1 (Program Planners)	Housekeeping
New MoU (no # yet) Gender Neutral Job Evaluation	Process to remove irrelevant
Plan	benchmarks (e.g. tailor)
Appendix 1A – Grid Placement	Housekeeping

COMPENSATION TEMPLATE FOR SUPPORT STAFF BARGAINING

TERM OF AGREEMENT

The term of the BCGEU and CUPE Agreements shall be from July 1, 2006 to June 30, 2010.

The continuation language of each Agreement's Term of Agreement provision shall remain as it is in the Agreement currently in force.

BASE WAGE INCREASE

All wage scales in the BCGEU and CUPE Agreements shall be increased by the following percentages effective the dates indicated:

July 1, 2006	2.1 %
July 1, 2007	2.1 %
July 1, 2008	2.1 %
July 1, 2009	2.1 %

This base wage increase shall apply to all employees who are members of the bargaining unit.

INCENTIVE PAYMENT

Each member of the bargaining unit employed by the institution on the eligibility date as specified below shall receive an incentive one-time payment if the unit's Memorandum of Agreement is signed by the union and the employer by June 30, 2006.

The eligibility date for the incentive payment is either:

- May 31, 2006 if the parties have ratified their 2006-2010 Collective Agreement by that date, or
- The date of ratification of the parties' 2006-2010 Collective Agreement, and in no event later than June 30, 2006.

The incentive payment shall be \$4,050 for each full-time equivalent employee and shall be pro-rated for part-time employees. For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the twelve (12)-month period ending on the incentive eligibility date. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the

employee worked. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:

- maternity or parental
- short-term disability
- long-term disability that commenced within the twelve (12)-month period ending on the incentive eligibility date.

The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the institution to determine and pay the payment amounts to employees. The employer shall make every reasonable effort to make the incentive payment to employees no later than June 30, 2006.

LABOUR MARKET ADJUSTMENT

Each Agreement shall include a Letter of Agreement that provides for the employer and union to agree on a Support Staff Labour Market Adjustment Plan subject to the conditions set out in the Letter of Agreement. The Plan will be funded by an amount equal to 0.1% of the annual support staff compensation of the bargaining unit for each year as follows:

July 1, 2006	0.1 %
July 1, 2007	0.1 %
July 1, 2008	0.1 %
July 1, 2009	0.1 %

The Letter of Agreement on labour market adjustment shall be as set out in Appendix A.

FISCAL DIVIDEND

Each Agreement shall include a Letter of Agreement for a Fiscal Dividend Bonus as set out in Appendix B.

JOINT EARLY INTERVENTION SYSTEM FOR EMPLOYEES ON SICK LEAVE OR DISABILITY

Each Agreement shall include a Letter of Agreement for a joint early intervention system for employees on sick leave or disability as set out in Appendix C.

STATUS OF TEMPLATE IN LOCAL BARGAINING

This template records the parties' agreement on all compensation matters in the collective bargaining settlements for each set of local parties except to the extent that local parties have compensation matters outstanding for the period prior to July 1, 2006.

The elements and language of this template will be included in the memorandum of agreement for each set of local parties.

Local parties may agree as part of their settlement that a portion of any one or more of the four annual base wage increases, up to a maximum of 0.25% of the bargaining unit's total base wage compensation in any one year, may be applied to local compensation matters. In that event the percentage base wage increase for the year(s) in question shall be reduced by the percentage of compensation applied to local compensation matters. If by May 31, 2006 the local parties have not reached agreement on the matter of applying a portion of annual wage increase(s) to local compensation matters, then the wage increase provided for under "Base Wage Increase" above shall apply.

3

APPENDIX A

LETTER OF AGREEMENT

Labour Market Adjustment

Insofar as it is recognized by both parties to this Agreement that there is need to ensure that the Employer is able to recruit and retain fully qualified support staff in a competitive labour market, and that there is a demonstrated need to adjust the compensation of some job classifications for that purpose, it is herein agreed that:

- 1. The Employer will create a Labour Market Adjustment Fund in the amount equal to one tenth of one percent (0.1%) of the annual support staff base wages of the bargaining unit for each year of the Agreement in which there is a wage increase.
- 2. During the term of this Collective Agreement, the Employer and the Union may negotiate and reach agreement on a Labour Market Adjustment Plan that shall take the form of a Letter of Understanding that is subject to ratification by their respective accredited bargaining agents.
- 3. The Labour Market Adjustment Plan shall provide for, but shall not be limited to, the following:
 - a. In consultation with the Union, the compensation for specific support staff job classifications shall be adjusted by payment of a labour market adjustment provided that there is a demonstrated recruitment or retention issue that can be objectively determined with reference to specific criteria that are specified in the Labour Market Adjustment Plan including:
 - i. Demonstrating that the issue is wage-related;
 - ii. Demonstrating evidence of recruitment difficulties, and/or high turnover/vacancy rates;
 - iii. Showing that other options to mitigate recruitment and retention pressures have been considered;
 - iv. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
 - v. Identifying which occupations and the number of employees that will be affected by the adjustment;
 - vi. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
 - vii. Identifying the preferred option and strategies to manage any risks associated with that option;
 - viii. Identifying possible impacts on other public sector employers; and,
 - ix. Demonstrating that any disruption to internal equity and pay equity has been mitigated.

- b. The form and level of compensation adjustment for those job classifications shall be specified in the Labour Market Adjustment Plan.
- 4. The Labour Market Adjustment Plan shall remain in effect for the term of this Collective Agreement, and its continuation will be subject to the parties' bargaining of future collective agreements.

APPENDIX B

LETTER OF AGREEMENT Fiscal Dividend

THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from July 1, 2006 to June 30, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

- 1. If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as is reasonably practicable.
- 2. The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010. The Fund will be determined as follows:
 - i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
 - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
 - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
 - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- 1.3 The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the institution on March 31, 2010.
- 1.4 The Fiscal Dividend Bonus shall be a one-time payment paid to each full-time equivalent employee and paid to each part-time employee on a pro-rated basis. For the purpose of the determination of the amount of the Fiscal Dividend Bonus, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the period of April 1, 2009 to March 31, 2010. The Fiscal Dividend Bonus for an employee who worked less than full-time over this period shall be pro-

rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's Fiscal Dividend Bonus:

- o maternity or parental
- o short-term disability
- o long-term disability that commenced between April 1, 2009 to March 31, 2010
- 1.5 The Fiscal Dividend Bonus shall be paid to employees as soon after March 31, 2010 as is practicable for the institution to determine and pay the Bonus amount to employees.

APPENDIX C

LETTER OF AGREEMENT Joint Early Intervention System for Employees on Sick Leave or Disability

The eleven BC Government and Service Employees' Union (BCGEU) and Canadian Union of Public Employees (CUPE) bargaining units and the Post-Secondary Employers' Association (PSEA) employers participating in the 2006 Support Staff Template Table will establish a Joint Committee to develop and make recommendations on a joint early intervention system for employees who are on sick leave or short-term or long-term disability leave.

The Joint Committee shall consist of four members appointed by the eleven BCGEU and CUPE Template Table bargaining units and four members appointed by PSEA on behalf of the eleven Template Table employers. The Joint Committee, as required, will seek advice from persons with the appropriate expertise and will consider other union/employer joint early intervention systems.

By no later than February 15, 2007, the Joint Committee will issue a final report, including recommendations, to the local parties that participated in the Template Table.

By no later than May 31, 2007, each local party will make its decision on whether it will adopt the Joint Committee's recommendations and will advise the other local party accordingly. For any particular local employer and union, the recommendations shall be implemented only if they are adopted by both the local employer and union.

Employer savings resulting from the parties' implementation of the joint early intervention system will be used to fund goalsharing compensation payments to employees as recommended by the Joint Committee. The goalsharing plan and payments to employees under the plan are subject to the PSEC criteria and approval process.

The undersigned parties agree to recommend this support staff template agreement to their respective principals for inclusion in their local bargaining settlements for their 2006-2010 collective agreements.

Signed by the Parties at Burnaby, British Columbia on May 9, 2006

For the Employers:

For the Unions:

John Waters, Chair

Henny Hanegraaf/Staff Representative, BCGEU

David Shepherdson, CEO, PSEA

Ian McLean, Staff Representative, QUPE

Article 25.5 Group Life

(a) The Employer shall provide a mutually acceptable group life plan with benefits equivalent to twice an employee's annual salary, with a minimum of sixty-five thousand dollars (\$65,000).

The Employer shall pay one hundred percent (100%) of the premium on the base \$65,000 and the employee shall pay the premium for any insurance over the base minimum.

(b) The Group Life Plan shall include the following provisions for accidental dismemberment:

(1)loss of both hands or feet	the principal sum
(2)loss of sight of both eyes	
(3)loss of one hand and one foot	the principal sum
(4)loss of one hand or one foot and sight of one eye	the principal sum
(5)loss of one hand or one foot	If (1/2) the principal sum
(6)loss of sight of one eye one-ha	If (1/2) the principal sum

Moved to new Article 25.6

(e)(b) All regular employees of the Institute shall, as a condition of employment, participate in the group life plan referred to in Article 25.5(a) and shall complete a premium deduction authorization form.

(d)The Group Life Plan will be amended to provide a seventy five thousand dollar (\$75,000) benefit for any accidental death suffered by an employee while travelling by air on the business of the Employer.

Moved to new Article 25.7

(e)(c) The Employer and the Union agree to implement The Group Life Plan wilk include San Advanced Payment Program for the terminally ill.

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: MAN 9/06

New Article 25.6 Accidental Death and Dismemberment

The Employer shall provide a mutually acceptable Accidental Death and Dismemberment Plan to include the following provisions.

(1)	loss of both hands or feet	the principal sum
(2)	loss of sight of both eyes	
(3)	loss of one hand and one foot	
(4)	loss of one hand or one foot and sight of one eye	
. (5)	loss of one hand or one foot	one-half (½) the principal sum
(6)	loss of sight of one eye	one-half (½) the principal sum

The Employer shall pay one hundred percent (100%) of the premium for this Plan.

New Article 25.7 Business Travel Accident Policy (renumber following Articles)

The Business Travel Accident Policy will provide a seventy-five thousand dollar (\$75,000) benefit for any accidental death suffered by an employee while travelling by air on the business of the Employer.

of the Employer

The Employer shall pay one hundred percent (100%) of the premium for this Plan.

Signed on behalf of the Union

Dated: MUCH 9/06

Article 25.12 Employee and Family Assistance Program

- (a) An Employee and Family Assistance Program for employees and members of their immediate family, with whom the employee normally resides, shall be provided.
- (b) This Employer-funded, confidential, assessment/referral service will be monitored by a Joint Committee. The Committee shall consist of two (2) members, one (1) member appointed by the Employer and one (1) member by the Union. Employees representing the Union on this Joint Committee shall be on leave of absence without loss of basic pay for time on this Committee.
- (c) The Employer will consult with the Union regarding the selection of a service provider. The Employer will not select a service provider to which the Union has reasonable objections.

(d) The initial absence from work to keep appointments with resource personnel shall be permitted under Article, 20 | | , 1 | 1 | 0 |

(d)(e) The Joint Committee shall develop an awareness package that can be incorporated into existing supervisor and Union training programs.

Signed on behalf of the Union

Signed on Sehalf of the Employer

Dated:

25.12 Employee Assistance Program



The Parties agree that employees shall have the same access to the province wide Employee Assistance Program established by agreement between the Government of the Province of British Columbia and the B.C. Government and Service Employees' Union as members of the Public Service bargaining unit.

Employees of Justice Institute shall enjoy the same status within the operation of the plan subject only to the terms of Memorandum of Understanding #1 pursuant to this Agreement.

Renumber next article to 25:12

Agreed to

Signed on behalf of the Union

Dated:

MEMORANDUM OF UNDERSTANDING #1

EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

The Parties agree that the operation of the Employee and Family Assistance Program shall operate in accordance with the following principles:
1. Resource personnel shall not be persons employed by the Justice Institute.
2.——All dealings by an employee with the Employee and Family Assistance Program shall be and remain confidential.
3. The initial absence from work to keep appointments with resource personnel shall be permitted

Agreed to

Signed on behalflof the Union

Dated: MUNCH 9106

Signed on behalf of the Employer

25.12(d)

Article 31.6 Application of Agreement

mark &/nc

(a) Except as otherwise noted in this Article, the provisions of Articles 11, 13, 17, 18, 19, 20, 21 and 25 of this Agreement do not apply to casual employees. The provisions of other Articles of this Agreement apply to casual employees except as otherwise indicated.

Any casual employee who is eligible to vote in a Federal, Provincial, or Municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

- (b) Any casual employee eligible to vote in a Provincial or Municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open, in which to cast his/her ballot.
- (c) Any employee eligible to vote in a Federal election or referendum shall have three (3) consecutive clear hours during the hours in which the polls are open, in which to cast his/her ballot.

march 8/2006.

Joint Administration of the Staff Development Fund 32.5

- For the purpose of administering this fund, the year shall be divided into three (3) periods with one-third $\binom{1}{3}$ of the total amount in the fund allocated for expenditures in each period.
- Applications received by December 1, April 1, and July 15, will be reviewed and approved/rejected within thirty (30) days.
- (c) Applications received after the dates specified shall be date stamped, and will receive consideration by the Committee within thirty (30) days of receipt. Any grant approved will depend upon the availability of funds allocated to that expenditure period.
- Any funds unexpended at the end of the period will be carried forward for expenditure in subsequent periods within any given fiscal year.
- Preference shall be given to an application which clearly shows that the activity to be funded is part of the employee's plan for career development, over an application for funding for an activity unrelated to any plan.
- Preference will be given to activities offered by an accredited, recognized institution, and/or, a professional association.

(g) No single employees employee shall be sponsored for education and training at a total cost to the fund in excess of five hundred dollars (\$500) one thousand dollars (\$1000) in one (1) fiscal year to be allotted as follows:

activities shall be funded up to one hundred percent (100%) of the cost of tuition and/or (1) course materials, not to exceed the total cost listed above;

up to one two hundred dollars (\$200) of the total cost may be used for travel expenses.

Remaining clauses

Agreed to

LETTER OF UNDERSTANDING #1

EXCHANGE PROGRAM

The Parties agree that exchange programs between the Justice Institute and other institutions, public and private, will be encouraged. Employees will be given the opportunity to participate in exchange programs at full pay and allowances.

It is understood that this provision shall apply only to employees in those classifications previously covered by the Social, Educational and Health Services Component Agreement between the Government of British Columbia and the B.C. Government and Service Employees' Union.

Agreed to

Signed on behalf of the Union

Dated MMM 81A

LETTER OF UNDERSTANDING #2

SUBSTITUTION PROCESS

The Parties agree to refer the development of a substitution process [Article 33.11(b)] to the Joint Labour/Management Committee. The Committee shall develop a substitution process addressing issues such as:

- (i) Establishment of a substitution list by qualifications and seniority.
- (ii) Backfill from highest pay level to lowest pay level.
- (iii) Justice Institute wide substitution.

The Joint Labour/Management Committee shall complete the substitution process by April 1, 2000 July 1, 2007.

Agreed to

Signed on behalf of the Union/

LETTER OF UNDERSTANDING #7

WAGES

Wage levels achieved as a result of the provisions of Article 17 of the 1998 2002 Support Staff Common Agreement are confirmed as in effect on July 1, 2002.

Agreed to

Signed on behalf/of the Union

Dated:

MEMORANDUM OF UNDERSTANDING #4 DEFERRED LEAVE PLAN

The Parties agree that the Employer will make its Deferred Leave Plan available to bargaining unit employees.

Provide details of the Plan. by May 5206,

Agreed to

Signed on behalflof the Union

Dated: MACA SIGH

MEMORANDUM OF AGREEMENT #1

BETWEEN THE JUSTICE INSTITUTE OF B.C. AND

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

The Parties agree that six (6) Program Planner positions will be transferred to the BCGEU bargaining unit on July 1, 2005 and that the transfer of Lori Bodin, Sue Crosato, Marc Guay, Barbara Hunter, Celia Quigley and Evelyn Wong as incumbents, will be in accordance with the following:

- 1. The incumbents will have their wages maintained and will receive all future negotiated wage increases provided that they do not voluntarily leave their current positions. A change in the number of hours worked does not constitute a change in position and will not be used to alter the protected wage rate. Current salaries will be converted to an hourly wage.
- 2. Seniority will be established based on the length of time worked in a bargaining unit position, time worked as a Program Planner will be credited toward bargaining unit seniority.
- 3. Incumbents will have the option to remain on or enrol in the Fair Comparison benefits plan or transfer to benefits plan provided under the collective agreement.
- 4. Vacation entitlement will be based on date of hire with the Justice Institute of B.C. Incumbents will maintain their current vacation entitlement until the vacation entitlement provided in the collective agreement exceeds the current entitlement.
- 5. Unused discretionary days must be used prior to December 31, 2005.
- 6. The salary protection provisions contained in the collective agreement will apply to the wage provision in 1 above.
- 7. Effective July 1, 2005 the incumbents will be covered by all terms and conditions of collective agreement unless otherwise specified.
- 8. This agreement will remain in full force and effect provided that the incumbents do not voluntarily leave their positions or terminate employment.

Agreed to

Signed on behalf of the Union

Dated:

Memorandum of Understanding

Gender Neutral Job Evaluation Plan

(Bench Mark Implementation into the GNJE Plan)

The parties agree that the Joint Job Evaluation Committee shall be responsible for reviewing the existing benchmarks used within the GNJE plan for the Justice Institute and to remove those benchmarks that are no longer relevant and add additional ones that are applicable. The Committee will jointly agree on the number of benchmarks and classifications to be used.

The Committee shall complete the above work by July 1, 2007.

Sign on behalf of the Union

Signed on behalf of the Employer

Dated:

APPENDIX 1A - GRID PLACEMENT

UPDATE TO REFLECT CURRENT DY May 1, 200

Position Titles	Pay G	rid
Receptionist	7	*
Stockworker - Facilities	7	
Accounts Clerk		*
Library Assistant		*
Printshop Services Operator		*
Tuition Revenue Clerk	9	*
Call Centre Clerk		*
Program Assistant		
Room Booking Representative	9	*
Account and Travel Clerk	9	*
Registration Representative		*
Accounts Payable Clerk		*
Accounts Receivable Clerk		*
Stockworker - Paramedics		
Administrative Assistant		*
Administrative/Research Assistant		*
Technical Assistant		*
Library Technician		
Building Maintenance Worker		
PTN Client Support Analyst	11	*
Budget Analyst		
Facilities Assistant	13	*
Payroll Representative		
Fire Technician - FSTC	13	TBR
Student Services Advisor		
Team Leader		
Marketing and Communications Assistant	13	
Web Design	13	*
Supervisor, Administrative Services	14	*
Registration Services Advisor	14	
Technical Support Analyst	14	
Computer Classroom and Client Support	14	
Systems Analyst	16	
Web Administrator	16	
Client Support Analyst		
Systems/Circulation Librarian	16	
Reference Librarian	20	
Media Producer/Technician.	20	
Network Administrator		TBR
Systems Administrator	25	
Institute Librarian	28	
	_	

* salary grid range, last two (2) steps only

TBR - to be rated

Justice Institute Proposals Feb 24 doc cope:378

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Tyles .

Feb. 24, 2006

TPDATETO REFLECT CURRENT Pay Grid **Position Titles** Receptionist..... Accounts Clerk.....7 Library Assistant.......7 Printshop Services Operator9 Tuition Revenue Clerk......9 Call Centre Clerk9 Program Assistant......9 Room Booking Representative 9 Account and Travel Clerk.....9 Registration Representative.....9 Accounts Payable Clerk......9 Accounts Receivable Clerk9 Stockworker - Paramedics......9 Administrative Assistant.....9 Library Technician......11 Budget Analyst.....11 Payroll Representative ______13 TBR Web Design......13 Reference Librarian20 Media Producer/Technician 20 Network Administrator 23 TBR * salary grid range, last two (2) steps only TBR - to be rated

APPENDIX 1A - GRID PLACEMENT

MEMORANDUM OF UNDERSTANDING #4

DEFERRED LEAVE PLAN

The Parties agree that the Employer will make its Deferred Leave Plan available to bargaining unit employees.

Provide desails of the Plan.

Agreed to

Signed on behalf of the Union

Dated: