

# COLLECTIVE AGREEMENT

BETWEEN:

THE DISTRICT OF LILLOOET  
(RECREATION CENTRE)

(Hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 173

(Hereinafter called the "Union")

PARTY OF THE SECOND PART

Effective: January 1, 2023 to December 31, 2026

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## **ARTICLE 1: 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.

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 agreement. Provided, however, that except as otherwise provided in this agreement the management, supervision and control of the Recreation Centre's operation and the direction of the working force remain the exclusive function of management and provided further that such management and direction does not contravene the express provisions of this agreement.

NOW, THEREFORE, the parties hereto agree as follows:

## **ARTICLE 2: RECOGNITION AND NEGOTIATIONS**

The District of Lillooet or anyone authorized to act on their behalf recognizes the Canadian Union of Public Employees, Local No. 173 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.

## **ARTICLE 3: 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 rates, training, upgrading, promotion, transfer, layoff, discipline, discharge otherwise by reason of age, race, creed, colour, national origin, mental or physical disability, political or religious affiliation, marital status, family status, sexual orientation, sex, nor by reason of their membership in a labour union.

The parties agree to adhere to the *BC Human Rights Code*.

## **ARTICLE 4: UNION SECURITY**

- a) Every employee shall become a member of the Union and shall maintain their membership in the Union as a condition of their employment, and every new employee whose employment commences hereafter shall within thirty (30) days after commencement of their employment, apply for and maintain their membership in the Union as a condition of their employment.

## **ARTICLE 5: CHECKOFF OF UNION DUES**

The Employer agrees to the compulsory check off of all Union dues and assessments. Said dues to be paid and deducted bi-weekly and forwarded to the Union Treasurer within ten (10) business days with a list of those paying dues, and the amount each pays.

## **ARTICLE 6: DEFINITION OF EMPLOYEES**

Regular Full Time Employee – those employees who have been assigned to an established position consisting of forty (40) hours per week and have completed their probationary period.

Regular Part Time Employee – those employees who are regularly scheduled to work less than forty (40) hours per week as recognized in the Collective Agreement as normal for a particular position and have completed their probationary period.

Seasonal Employee – a person who is hired to perform temporary or seasonal work on a full time or part time basis. Seasonal employees cannot work seasons back to back without agreement of the Union.

Relief Employee – a person who is employed for a specific period of time to fill a position which is available due to the absence of an employee through illness, accident, vacation, or approved leave of absence, or extra workload. Any position occupied by a relief employee shall be assumed by the person normally holding the position, upon their return from leave.

None of the provisions of this Agreement, other than wage rates, Union dues deductions, four percent (4%) in lieu of vacation and access to grievance procedures shall apply to relief employees. Relief employees shall be placed on a relief staff seniority list when they have worked five hundred (500) hours in the preceding twelve (12) months. The seniority date shall be backdated by the number of hours worked in the last two (2) years divided by eight (8) hours to equal the number of business days worked.

Placement on this list shall entitle the relief employee to limited rights for the purpose of bidding into full-time positions within the bargaining unit, such that where a posted position is not filled by existing full-time employees, a relief employee shall be given first preference for the vacant position provided they possess the required qualifications, skills, abilities and knowledge. Placement on the list shall also entitle the relief employee to layoff and recall rights within the relief group.

## **ARTICLE 7: MANAGEMENT RIGHTS**

The Employer shall have the exclusive right to manage and direct the working force within the bargaining unit, subject to the terms of this Agreement.

## **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 Union as appointees of the Union. The Union shall advise the Employer of the Union nominees to the committee.

### **b) Additional Representatives**

Both parties to this agreement shall have the right to have the assistance of representatives when dealing or negotiating with the other party.

### **c) 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.

### **d) 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.

### **e) Time Off for Meetings**

Any representative of the Union on this bargaining committee, who is in the employ of the Employer shall have the privilege of attending the meetings held within working hours without loss of remuneration.

### **f) Labour-Management Committee**

A joint Committee of up to two (2) people from each party shall meet at least once every two (2) months to discuss and resolve any matters of mutual concern.

## ARTICLE 9: SENIORITY

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

It is understood that a seniority list will be kept in Office, Facilities, Custodian, and Aquatics departments. This seniority list is for the purposes of relief and seasonal call out. Seasonal and relief employee seniority lists will be based on departments and hours accumulated in those departments so that the most senior person in that department will have the opportunity of being called out first for temporary opportunities. The seniority list will be updated every six (6) months and available to all employees.

It is understood that these seniority lists will be for the purposes of Seasonal, Relief and Relief on call opportunities only. When a permanent opportunity becomes available Article 11 will be adhered to.

- a) i) Seniority for all regular employees shall be by start date.
  - i) Seniority for seasonal and eligible relief employees shall be by actual hours worked. When seasonal and eligible relief employees attain regular status, their seniority date will be backdated by the hours worked in the last two (2) years/eight (8) hours = number of business days worked.
  - ii) Relief employees within their job classifications shall be given preference for calls to work in order of their hours worked. The Employer shall maintain a call list in order of hours worked which shall be updated monthly.
  - iii) It is understood that refusal of three (3) shifts in a row within a six (6) month period from the refusal of the first shift and has not filled out a request for leave form will result in being taken off that departmental seniority list and would have to re-apply in that department to gain seniority.
- b) New employees shall be considered to be probationary employees for a period of one thousand (1,000) hours. Probationary employees may be discharged at any time during the probationary period without recourse to the grievance procedure. The Employer may extend the probationary period for not more than five hundred (500) hours.
- c) Seniority During Absence

If an employee is absent from work because of sickness, accident or leave of absence approved by the Employer, they shall not lose seniority rights until a period of twelve (12) months has elapsed. Thereafter any extension may only be granted with the consent and agreement of the parties hereto.

d) Loss of Seniority

An employee shall lose seniority in the event:

- (1) They are discharged for just cause and are not reinstated.
- (2) They resign.
- (3) They are absent from work in excess of three (3) working days without notifying the Employer unless such notice was not reasonably possible.
- (4) After a layoff, they fail to return to work within seven (7) days, after being notified to do so, unless through a 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 or in the event an employee has not worked for twelve (12) consecutive months, an employee shall be struck off the seniority list.

e) Transfer or Promotion out of the Bargaining Unit

Employees shall retain the seniority they have acquired up to the date of leaving the unit but shall not continue to accumulate seniority for periods of service outside the unit. When an employee is transferred or promoted out of the bargaining unit, they shall retain the right to return to their previously held position. Junior employees displaced as a result shall likewise be eligible to bump.

Employees transferred or promoted pursuant to this Article shall retain the right to return to their previous position for up to three (3) months from the date of leaving, unless extended by mutual agreement between the Union and the Employer.

## **ARTICLE 10: LAYOFFS AND REHIRING**

a) Layoffs and Rehiring Procedure

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 the reverse order of their bargaining-unit-wide seniority and may bump any employee with less seniority providing the senior employee is qualified to perform the available work. In no event shall a permanent part-time employee bump a permanent full-time employee. The right to bump shall include the right to bump down laterally. The Employer must be notified within five (5) days by the Union or the employee of where the bumping will occur; unless such notice is not reasonably possible. Any employee displaced by this procedure shall be entitled to the same bumping rights.

Where an employee declines to exercise the employee's right to bump, the right shall be forfeited for that layoff.

b) Notice of Layoff

The Employer shall notify regular employees with seniority rights who are to be laid off, three (3) weeks before the layoff is to be effective.

Seasonal employees, whose assignment is for two (2) weeks or more, shall receive two (2) weeks notice before the layoff is to be effective.

c) Continuation of Benefits

In cases of temporary layoffs, the Employer agrees to maintain the payment of its share of the monthly premium for all benefits for a maximum period of two (2) months in any contract year, providing that the employees contribute their own share during the period of such layoff.

## **ARTICLE 11: PROMOTIONS AND EMPLOYEE CHANGES**

a) Shall Notify Union

Prior to filling any employee positions covered by the terms of this agreement, the Employer shall post notice on all bulletin boards for a minimum of five (5) working days in order that all members will know about the position and be able to make written application.

b) Union Notification

The Employer shall notify the Union prior to all appointments, promotions, hirings and terminations of employment. The Union shall be sent a copy of any and all correspondence affecting the members arising out of matters in relationship to this collective agreement.

c) Job Training Program

The Employer agrees, wherever practical to provide an opportunity for employees to receive on-the-job training to facilitate qualification for promotion, in the event of a vacancy arising in a position senior to their own.

Where the Employer deems it necessary that employees be trained/upgraded to better perform their duties, the training shall be relevant to the various occupations/classifications at the Recreation Centre.

If an employee needs to travel to take a course authorized or requested by the Employer, the Employer will pay for all costs up to and including mileage, accommodations (if out of town), and per diem as per District of Lillooet Policy. If the travel day falls on the employee's day off, the employee will bank the time taken to travel and use it as time off at a later date at straight time rates.

A minimum of two (2) weeks notice shall be given to all affected staff.

All affected employee shall attend the designated sessions unless written permission not to attend has been granted by the Department head.

All employees attending these sessions shall be paid their normal rate of pay and the normal working conditions of the Collective Agreement shall apply.

Both training and safety sessions are to be considered mandatory.

d) Method of Making Appointments

Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, appointment shall be made of the applicant senior in service, and having the required qualifications and ability. Subject to satisfactory completion of the one thousand (1,000) hours probation period for newly hired employees, the successful applicant shall be placed on a trial for a period of thirty (30) days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of thirty (30) days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, they shall be returned to their former position without loss of seniority or previous salary, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and previous salary. Time limits on the trial period may be extended by mutual agreement between the Union and the Employer.

e) Relief Employment

The Employer shall maintain a list of employees who are desirous of obtaining relief employment. It is the responsibility of each of these employees to advise the Employer of the employee's interest and the classification(s) of work the employee is willing to undertake.

The Employer shall not be required to post such relief positions as required under Article 11 (a) of the Collective Agreement except that the Union shall be notified of any relief required in excess of thirty (30) calendar days so that all employees shall have the opportunity to apply for such positions.

Prior to filling relief positions, the Employer shall advise employees on the list who have indicated an interest in such positions and who have the required qualifications and ability. The Employer shall call employees in seniority order or in the case of relief employees not eligible for seniority, in order of hours worked, in the following sequence:

- Regular part-time
- Seasonal
- Relief

## ARTICLE 12: GRIEVANCE AND ARBITRATION PROCEDURE

- a) In order to provide an orderly procedure for the settling of grievances the Employer acknowledges the right of the Union to appoint, or otherwise select a grievance committee of three (3) members, whose duties shall be to process any grievances in accordance with the grievance procedure.
- 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 arbitrable, 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: The employee(s) concerned, together with the shop steward, shall first seek to settle the dispute with their Supervisor. Grievances shall be initiated with all dispatch but at all times within thirty (30) days.
  - Step 2: Failing agreement in Step 1, the Grievance may be advanced to the CAO, who shall arrange a meeting within ten (10) working days to discuss the grievance and render a decision within five (5) working days after hearing the grievance.
  - Step 3: Failing a satisfactory settlement within at least ten (10) days after receiving a decision from the CAO, the Union may refer the dispute to a board of arbitration.
- c) Where a dispute involving a question of general application or interpretation occurs, Step 1 of this article may be bypassed.
- d) Replies to grievances shall be in writing at all stages.
- e) Grievances settled satisfactorily within time allowed shall date 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 the consent of the parties to this agreement.
- h) 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.
- i) Copies of all warning letters should be sent to the President of Local 173.
- j) By mutual agreement, the parties may agree to the use of a Sole Arbitrator, who shall be governed by the terms of Article 12.

## ARTICLE 13: DISCHARGE AND SUSPENSION

### Discharge Procedure

- a) A regular employee may be suspended or dismissed only for just cause and only upon the authority of the Employer. Such employee and the Union shall be advised promptly in writing by the Employer of the reasons for such dismissal or suspension.

Just cause shall not include the refusal of an employee to cross the picket line of a legal strike.

- b) An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 12: Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.
- c) Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position without loss of seniority rating, and shall receive compensation as determined by the parties or an arbitrator.
- d) An employee shall have the right at any reasonable time to have access to and review their personnel file. A Union designate may also examine an employee's personnel file if authorized in writing by the employee.
- e) After two (2) years from date of issue, the Employer shall remove any disciplinary or letters of warning, provided there has not been a reoccurrence.

## ARTICLE 14: HOURS OF WORK

- a) Hours

The normal work week for regular full time employees shall consist of forty (40) hours per week.

- b) Working Schedule

A schedule shall be posted one (1) week in advance for all regular employees.

- c) Minimum Hours

The minimum length of a scheduled shift shall be two (2) hours for all employees. In the event of a regular full time employee starting work in any day and being sent home before they have completed four (4) hours, they shall be paid for four (4) hours. In the event that an employee reports for scheduled work but is sent home before commencing to work, they shall be paid for two (2) hours at regular rates.

d) Rest Periods

Employees working six (6) hours or more per day shall receive two (2) 15 minute rest periods per shift.

Employees working less than six (6) hours per day shall receive one (1) 15 minute rest period per shift.

## **ARTICLE 15: OVERTIME**

The appropriate department head must approve all overtime otherwise an employee shall not receive overtime pay for any overtime worked.

a) Overtime on Weekdays

All hours worked beyond eight (8) hours in a day shall be time and one-half. All hours worked beyond ten (10) hours in a day shall be at double time. Variances to the above will be applied for jointly.

b) Overtime Rates on Days of Rest and Holidays

All time worked beyond forty (40) hours in a week shall be paid on the basis of time and one-half. All time worked beyond forty-eight (48) hours in a week shall be paid on the basis of double the standard rate of pay.

c) Minimum Call-Back Time

- i) Every regular full-time employee who is called out and required to work outside their regular working hours, shall be paid a minimum of three (3) hours at overtime rates as in (b) above.
- ii) Every regular part-time employee shall qualify as in Article 15 [c] [i] above, if they exceed the hours of a regular full-time employee.
- iii) Every regular full-time employee who is called out by the Recreation Centre security company shall receive two (2) hours at regular pay.

## ARTICLE 16: STATUTORY HOLIDAYS

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

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
National Day for Truth and Reconciliation	One (1) floater day

and any other day proclaimed or declared by the Federal, Provincial or Municipal Governments as a holiday.

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 Employer concerned, within two (2) weeks following such a holiday on a date mutually agreed upon.

No employee is entitled to statutory holiday pay for any such holiday that occurs while an employee is on layoff.

If an employee is required to work on a statutory holiday they shall, in addition to their holiday pay, be paid in accordance with 15 (b). Part-time and relief employees shall be paid for statutory holidays as per the *Employment Standards Act*.

## ARTICLE 17: ANNUAL VACATIONS

### a) Length of Vacation

Employees covered by this Agreement shall be entitled to vacation time with pay each year. Vacation time shall be accrued by calendar year with a calendar year being January 1 to December 31. A portion of the first year shall be considered a full year when determining year of length of service. Vacation time shall accrue at the following rates:

<u>Length of Service</u>	<u>Accrual Rate per Year</u>
First Calendar Year	One (1) day per month for each full month of service to a maximum of ten (10) working days
Second through Fourth Calendar Year	Fifteen (15) working days
Fifth through Ninth Calendar Year	Twenty (20) working days
Tenth through Final Calendar Year	Twenty-five (25) working days

Part-time employees shall accrue vacation proportionally to the hours worked or employment standards whichever is higher.

Employees accrue vacation time during the current calendar year. Employees may only use accrued vacation time in the year following the year the vacation time was accrued. Employees in their first year of service are eligible for vacation time starting on the first day of January that occurs after their first day of work.

Calculated on December 31 of each year, the maximum number of vacation days that an employee may carry over to January 1 of the next calendar year shall be current accrual rate plus five (5) days.

Seasonal and relief employees will be paid vacation on each pay in accordance with the *BC Employment Standards Act*, as amended from time to time.

### b) Holidays During Vacation

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

### c) Preference in Vacations

Vacation schedules shall be posted by May 1st of each year and shall not be changed without the consent of the affected employees. Vacations will be scheduled at a mutually agreeable time and employees will be advised within one week of applying as to the approval of the request.

d) Approved Leave of Absence in Vacation

Where an employee is hospitalized, or bereaved during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period with the agreement of the Employer or reinstated for use at a later date, at the employee's option.

## **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. When applied for, emergency dental appointments will qualify for sick benefits.

b) Amount of Sick Leave

Sick leave for regular full time employees shall be granted on the basis of one and one half (1.5) of the employee's workdays for every month of service. Part time employees, who work less than a full shift, shall qualify for an average of their work day.

In any year where an employee has not had sick leave or only a portion thereof, they shall be entitled to an accrual of all the unused portion of sick leave for future benefits. From the effective date unused sick leave shall continue to accrue. 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).

A maximum accumulation of unused sick days shall not exceed one hundred and thirty-five (135) days.

Confirmation by the parties that there is no sick leave payout.

c) Proof of Illness

An employee shall, if required by the Employer, produce a certificate from a duly qualified practitioner for any illness that exceeds three (3) consecutive work days, certifying that such employee is unable to carry out their duties due to illness. The Employer, upon presentation of a paid receipt shall pay any costs for such a certificate in full.

d) 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 period for which sick leave with pay is granted.

Extension in excess of twelve (12) months may only be granted by mutual agreement between the parties hereto.

e) 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; they 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.

f) Sick Leave Records

A record of all unused sick leave shall be kept by the Employer. The amount of an employee's sick leave shall be shown on each of the employee's pay statements.

g) Notwithstanding any other paid sick leave provision in the Collective Agreement, all employees are entitled to sick leave in accordance with the *Employment Standards Act*.

## **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.

b) Union Conventions and Seminars

Leave of absence up to a maximum of ten (10) working days, per delegate without pay and without loss of seniority shall be granted upon request in writing to the Employer, to employees appointed or elected to represent the Union at union conventions and a reply in writing will be given within three (3) calendar days after such request has been made. The Employer shall be given at least a one (1) week notice for each request, and the Union shall be limited to one (1) delegate away at a time.

c) Bereavement Leave

All employees shall be granted the maximum of five (5) days' leave, without loss of pay, in case of a death of a close relative in their family, i.e. - wife, husband, same-sex partner, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, or grandparents, common-law spouse, stepchildren.

OR

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

d) Elected Office

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 year. Such leave shall be renewed each year during their term of office. They shall retain their former position, upon return, if a vacancy exists or any other position if there is a vacancy and their seniority and qualifications permit.

e) General Leave

The Employer may grant leave of absence without pay and without loss of seniority to a maximum of one (1) year to any employee requesting such leave for good and sufficient cause, such request to be in writing and submitted to the Employer. The cost of benefit premiums shall be paid in full by the employee on leave.

f) Jury or Court Witness Duty

The Employer shall pay an employee who is required to serve as a juror or subpoenaed court witness the difference between his normal earnings and the payment they received for jury service or court witness. The employee will present proof of service and the amount of pay received.

g) Maternity Leave

Maternity leave shall be taken in accordance with the *Employment Standards Act* and the *Employment Insurance Act*.

h) Family Leave

In the event a dependent child or a spouse requires care at home or requires to be transported out of the community for medical attention, an employee may use up to five (5) days per year for such care. The employee may take this as unpaid leave or may choose to deduct some or all of the five (5) days from their accumulated sick leave.

i) Domestic Violence Leave

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance of work. All employees are entitled to domestic violence related leave and employment protections in accordance with the *Employment Standards Act*.

## ARTICLE 20: PAYMENT OF WAGES AND ALLOWANCES

a) Pay Days

The Employer shall pay salaries and wages every second Friday in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of their wages and deductions.

b) Pay During Temporary Transfers

If an 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.

c) Automobile And Out of Town Allowance

All automobile and out of town allowances shall be in accordance with the District of Lillooet policies.

d) "On Call" Pay

If the Employer needs someone on call an employee engaged in standby duty shall receive, in addition to their normal wage, thirty dollars (\$30.00) pay per day for a normal weekend plus overtime rates of pay in accordance with the terms of this Agreement. When a holiday falls within the weekend of duty, the employee shall receive an additional ten dollars (\$10.00).

e) Swimsuit Allowance

Swim instructors and aqua fit instructors who have worked fifty (50) hours in the pool, shall have an annual allowance of one-hundred and fifty dollars (\$150.00)

f) Boot Allowance

Regular full time employees required to wear specified boots shall be reimbursed the full cost of the specified boots, up to two hundred dollars (\$200.00) per annum, upon proof of receipts.

g) Dirty Work Premium

When cleaning up the biomass boiler, an employee shall be entitled to a premium of two dollars (\$2.00) per hour.

h) No Manager Premium

In the event of the absence of the Manager of Recreation for a period lasting one calendar week or more, employees appointed to an active position by the Manager of Recreation or the Chief Administrative Officer shall be compensated by an additional 10% lift in their base hourly wage during the period of absence while appointed

## **ARTICLE 21: UNIFORMS**

Uniforms shall be provided to employees for purposes of identification and cold environment protection while on duty.

Employees are required to maintain their uniform in a presentable manner and wear it while working at the District of Lillooet Recreation Centre.

Employees that are employed for less than thirty (30) days are required to return their uniforms in good repair or be charged for their replacement.

Regular full time employees will be provided with up to four (4) uniforms per year. Regular part time employees will be provided with up to two (2) uniforms per year. All other employees will receive one (1) uniform per year.

If an employee's uniform needs replacing before a year's time or they would like additional items, they will be purchased at the employee's expense.

## **ARTICLE 22: TRANSFER AND NEW CLASSIFICATION RATES**

a) New Classifications

The Employer may institute new classifications in addition to those listed in Schedule "A". Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing and, in addition, shall post the classification and rate in the manner required by Article 11 (a). Within thirty (30) calendar days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and, if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

b) Changed Classifications

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

c) Job Descriptions

All employees shall have input into the creation of the job descriptions so they will reflect the actual job duties performed.

## **ARTICLE 23: BENEFITS**

All regular part-time employees working a regularly scheduled shift exceeding twenty four (24) hours per week shall be eligible for benefits.

a) Medical Services

In the event the Provincial Government reinstates employee-paid premiums for the Medical Services Plan (MSP), the Employer will cover the cost of those premiums (as a taxable benefit if appropriate) for all regular full time employees.

Employees past the age of sixty-five (65) still working for the Employer will remain on medical services until they retire.

b) Extended Health Benefit (EHB)

The Employer shall contribute one hundred percent (100%) of the EHB, with the following coverage:

Extended Health Care – 75% reimbursement with \$25.00 annual deductible.

Vision Care - \$600.00 every 2 years.

Hearing Aids - \$500.00 every 5 years.

Medex Coverage (Direct Pay for drugs)

Lifetime limit of \$1 million

c) Group Life Insurance and Accidental Death & Dismemberment

Employer shall pay 100% of premiums.

Coverage shall be for 2 x of annual salary.

d) Dental Plan

Employer shall pay 100% of premiums.

Coverage to include:

Plan A: Basic Services – 100%.

Plan B: Major Restorative – 60%.

Plan C: Orthodontics for children – 50% (maximum of \$2,500)

e) Employee Assistance Program

All employees shall participate in an agreed to Employee Assistance Program. Premiums for this program shall be shared equally, with the Employer and the employees each paying fifty percent (50%) of the cost.

f) Pension Plan

It is agreed to by the parties that all full time employees will be enrolled into the Municipal Pension Plan to bring us into compliance with *Pension Benefits Standards Act*.

g) Long Term Disability

It is agreed to by the parties that all full time employees will be enrolled in the LTD benefit plan.

h) Recreation Centre Passes

Any employee who wishes to receive an individual pass to the Recreation Centre, may do so as a taxable benefit. Seasonal Employees are eligible for this benefit during the term of their employment. Program Instructors, Program Assistants, Casual Labourer, Skate Patrol or equivalent positions are not eligible for this benefit.

## **ARTICLE 24: GENERAL CONDITIONS**

a) Strike at Employer's Premises

Employees shall have the right to obey and not cross a picket line in place at the Employer's premises without discipline.

b) Bulletin Boards

The Employer shall provide suitable bulletin boards at the Recreation Centre, upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to employees.

c) Safety Committee

The structure, obligation and objectives of this committee shall be in accordance with the *WorkSafeBC's Occupational Health and Safety Regulations*. Meetings shall be held once each month and during working hours.

d) Instructional Courses

The Employer agrees to pay the full cost of any course of instruction or seminar required by the Employer for any employee to better qualify the employee to perform their job. Such payment shall be made upon successful completion of the course. In the event that the employee terminates their employment with the Employer after successfully completing the instruction or seminar, the employee will reimburse the Employer one hundred percent (100%) of the cost if they leave within one (1) year, fifty percent (50%) if they leave within two (2) years, and zero percent (0%) after two (2) years.

## **ARTICLE 25: PRESENT CONDITIONS AND BENEFITS**

- a) 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.
- b) The Technological change provisions of the *Labour Code of BC* apply to employees covered by this Agreement. See Appendix 1.

## **ARTICLE 26: GENERAL**

- a) 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.
- b) No bargaining unit employee shall lose their positions or hours as a result of contracting out bargaining unit work. Work that has been previously contracted out is not affected by this clause.
- c) The parties recognize that volunteers are an integral part of the operation of the Recreation Centre. As such, current practices of volunteers assisting in activities such as building repairs, set-ups, fund raising and instructional services shall continue.

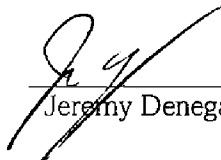
## ARTICLE 27: TERM OF AGREEMENT

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the first day of January, 2023 and up to and including December 31, 2026 and thereafter from year to year unless either party to this Agreement gives notice to commence collective bargaining in accordance with the *Labour Relations Code of British Columbia*. During the period of collective bargaining this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives have affixed their signature hereto on this 21<sup>st</sup> day of April, 2023.

SIGNED ON BEHALF OF  
THE DISTRICT OF LILLOOET:

  
Laurie Hopfl, Mayor

  
Jeremy Denegar, CAO

SIGNED ON BEHALF OF THE UNION:

  
Logan Lamerton, National Representative

  
Randall LeFevre, President

## SCHEDULE 'A' (WAGES)

Classification	January 1, 2023	Ratification 3.1%	2024 3.1%	2025 3.1%	2026 3.1%
Programs and Facilities Administrator	30.73	31.68	32.66	33.68	34.72
Office Assistant	20.00	20.62	21.26	21.92	22.60
Program Instructor	24.06	24.81	25.57	26.37	27.19
Program Attendant	17.91	18.47	19.04	19.63	20.24
Facility Supervisor	30.73	31.68	32.66	33.68	34.72
Facility Operator I	23.38	24.10	24.85	25.62	26.42
Facility Operator II	25.23	26.01	26.82	27.65	28.51
Facility Operator III	27.08	27.92	28.78	29.68	30.60
Facility Attendant	17.91	18.47	19.04	19.63	20.24
Aquatic Supervisor	27.08	27.92	28.78	29.68	30.60
Lifeguard / Swim Instructor I	21.00	21.65	22.32	23.01	23.73
Lifeguard / Swim Instructor II	23.00	23.71	24.45	25.21	25.99
Lifeguard / Swim Instructor III	25.00	25.78	26.57	27.40	28.25
Skate Patrol	17.26	17.80	18.35	18.92	19.50
Casual Labour	17.26	17.80	18.35	18.92	19.50

In accordance with the Memorandum of Agreement signed by both parties at the conclusion of collective bargaining:

- All agreed increases and changes are set to January 1, 2023 unless otherwise agreed to and identified in the Memorandum of Agreement. For clarity: CUPE staff will receive retroactive pay for work performed from January 1, 2023 until the date of ratification (March 7, 2023) at which time the new rates under the column labelled "Ratification 3.1%" take effect.
- The wage rates in the column labelled "January 1, 2023" in the table above reflect the Labour Market Adjustments as outlined in "Schedule 'A' Wages" included in the Memorandum of Agreement.

## APPENDIX 1

- 1) If an employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies,
  - a) the employer shall give notice to the trade union that is party to the collective agreement at least 60 days before the date on which the measure, policy, practice or change is to be effected, and
  - b) after notice has been given, the employer and trade union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
    - i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
    - ii) human resource planning and employee counselling and retraining;
    - iii) notice of termination;
    - iv) severance pay;
    - v) entitlement to pension and other benefits including early retirement benefits;
    - vi) a bipartite process for overseeing the implementation of the adjustment plan.
- 2) If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the employer and the trade union.
- 3) Subsections (1) and (2) do not apply to the termination of the employment of employees referred to in section 49.2 of the *Employment Standards Act*.

# LETTER OF UNDERSTANDING

LETTER OF UNDERSTANDING  
BETWEEN  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 173  
AND  
THE DISTRICT OF LILLOOET (RECREATION CENTER)  
LABOUR MARKET ADJUSTMENT/RECLASSIFICATION

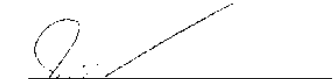
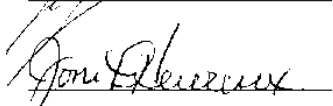
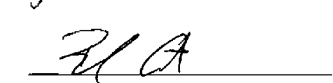
The Parties have discussed changes to the job description of several positions during the 2023 round of Negotiations to a renewal Collective Agreement. The results of these discussions were changes to the job descriptions and a Labour Market Adjustment to all positions in Schedule "A" Wages. This Labour Market Adjustment will be retroactive to January 1, 2023.

The Labour Market Adjustment is based on the draft job descriptions provided during the 2023 round of negotiations. When the job descriptions for the positions have been completed, the parties will review the job descriptions.



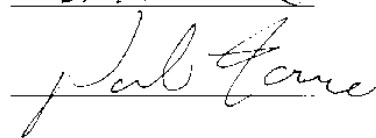
This Letter of Understanding shall not be construed as setting a precedent, nor shall it impinge upon the rights and obligations of either party set out in Article 22 of the Collective Agreement.

Signed this 23rd day of February 2023.

Signed on behalf of the District

  
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Signed on behalf of the Union

  
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