COLLECTIVE AGREEMENT

BETWEEN

THE DISTRICT OF LILLOOET

(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

CUPE

JANUARY 1, 2026 TO DECEMBER 31, 2026

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ARTICLE 1: PREAMBLE

LAND ACKNOWLEDGEMENT

We acknowledge that the land is located on the unceded territory of the St'át'imc Nation, which includes Bridge River Indian Band (Xwísten), Pavilion Indian Band (Ts'kw'aylaxw), Cayoose Creek Band (Sekw'el'was), Seton Lake Band (Tsal'alh), Lillooet Indian Band (T'it'q'et), and Fountain Band (Xaxl'ip).

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 District'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.

ARTICLE 4: UNION SECURITY

Every employee who is now or hereafter becomes a member of the Union 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

a) **Regular Employees** - are those employees who have been assigned to an established position as listed in Schedule A and have completed their probation period.

b) **Part Time Employees** - are those who are regularly scheduled to work less than full time hours as recognized in the Collective Agreement as normal for a particular position. It will be agreed by both Employer and Union as to which position will be deemed part time.

c) **Relief Employees** - 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 employees seniority list when they have completed one thousand (1000) working hours in the preceding twelve (12) months. Working hours do not include vacation, sick, banked or on call time. The seniority date shall be the first day of the first month of the qualifying twelve (12) month period. Placement on the list shall entitle the relief employee to

limited rights for the purpose of bidding into full time positions within the District, such that where a posted position is not filled by an existing full-time employee, 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.

If the position for which the relief employee was hired becomes vacant it shall be posted in accordance with Article 10 of the Agreement. Such vacancies will be posted immediately upon it becoming known that the incumbent will not be considered a part time employee. A part time employee who works as a relief employee, for a specified period of time for reasons noted above, shall continue to be considered a part time employee.

d) **Student** - A person employed by the Employer, for periods not to exceed twenty (20) weeks, who is attending school, college or university and who intends to return to school, college or university in the subsequent academic year. None of the provisions of this Agreement, other than wage rates, Union dues deductions, four percent (4%) in lieu of vacation pay, and access to the grievance procedure shall apply to student employees. Student employees shall not acquire seniority. Practicum Students shall be defined as students that are part of a college or university on job COOP training program such as Wastewater Technician, Water Supply Technician or Engineering Technician. All provisions of this section shall apply to practicum students.

No student shall be hired to replace a laid off employee.

e) 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.

ARTICLE 7: LABOUR MANAGEMENT NEGOTIATIONS

a) **Collective Bargaining**

The parties shall appoint a Bargaining Committee which will consist of not more than three (3) members appointed by and representing the Employer, and not more than three (3) members appointed by and representing the Union. Each party shall advise the other of the names of its appointees and changes of appointees as these may occur. Employees shall suffer no loss of remuneration for time spent in direct negotiations.

b) **Assistance in Bargaining**

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

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 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 8: SENIORITY

a) **Seniority List**

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

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.

b) **New Employees**

All employees will be required to serve a probationary period of three (3) calendar months starting on the date of hire. At the end of the probationary period, an employee shall be entered on the seniority list as their original date of employment. Working days do

not include vacation, sick, banked time taken, unpaid leave, or on-call time.

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.

d) **Seniority During Absence**

If an employee is absent from work because of sickness, accident, maternity leave 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.

e) **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 twenty-four (24) months, an employee shall be struck off the seniority list.

f) **Transfer or Promotion Out of the Bargaining Unit**

Employees shall not be transferred or promoted out of the bargaining unit without their consent. Such 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 twelve (12) months from the date of leaving, unless extended by mutual agreement between the Union and the Employer.

ARTICLE 9: 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 to their seniority, provided that those employees retained are qualified to do the work. Provided also that in the case of layoffs the Union agrees that where the next junior employee is retained, to complete a job in progress, the retaining of their service for a period not exceeding five (5) working days shall not be considered a violation of the agreement and provided also that employees laid off have not been doing similar work.

b) **Notice of Layoff**

The Employer shall notify employees with seniority rights who are to be laid off, two weeks before layoff is to be effective. The provision of this clause shall not apply because of temporary suspension of work due to inclement weather.

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.

d) In the event of a layoff, an employee who does not choose to exercise the options in Article 9(a), shall be paid out on the basis of the Employment Standards Act.

ARTICLE 10: PROMOTIONS AND EMPLOYEE CHANGES

a) **Shall Notify Union**

Prior to filling any employee changes or promotions 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 therefore.

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.

d) **Method of Making Appointments**

Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making employee changes, appointment shall be made of the applicant senior in service, and having the required qualifications and ability.

When a position is vacated due to resignation and/or retirement, the Employer shall post a position in accordance with Article 10.a).

Subject to satisfactory completion of the three (3) months probation period for newly hired employees, the successful applicant shall be placed on 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.

ARTICLE 11: 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. Failing satisfactory resolve, the grievance may

then proceed to Step 2. 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.

Upon the establishment of a board of arbitration the Employer shall appoint one member to this board, and the Union shall appoint one member to this board, and these two appointees shall agree upon a chairman, in the event that these two 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 this agreement.

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 Secretary 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 11.

ARTICLE 12: 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 11: 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 be compensated for all time lost in an equal amount of their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

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 13: HOURS OF WORK

a) Normal Work Day and Normal Work Week

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

i. **Inside Employees** (as listed in Schedule "A")

The normal work day shall consist of a scheduled period of seven (7) hours of work between the hours of 8:00 a.m. and 4:30 p.m. The normal work week shall consist of five (5) such days, Monday to Friday, inclusive.

ii. **Outside Positions** (as listed in Schedule "A")

The normal work day shall consist of a scheduled period of eight (8) hours of work between the hours of 6:00 a.m. and 4:00 p.m. The normal work week shall consist of five (5) such days, Monday to Friday inclusive.

The hours of work within the normal work day may be altered by the Employer provided the Employer provides the Union with a seven (7) calendar day notice.

iii. No Split Shifts

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

No eight (8) hour work days shall be spread over a period longer than nine (9) hours, including not more than one (1) hour off for lunch.

iv. Winter Shift/Summer Shift

The normal work day for outside employees shall consist of eight (8) hours of work between the hours of 6:00 a.m. and 4:00 p.m. and shall run for five (5) consecutive days with two (2) consecutive days off. The total eight (8) hours to be worked cannot be spread over a period longer than eight and one-half (8.5) hours, including the lunch break.

The winter shift shall start November 15th each year and end March 1 of the following year.

The summer shift shall start May 1 and end September 30. This shall also apply to the Street Sweeper position.

The winter and summer shift hours of work within the normal work day may be altered by the Employer provided that the Employer provides the Union with a seven (7) calendar day notice.

b) 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 work, they shall be paid for two (2) hours at regular rates.

c) Rest Periods

Employees working a normal work day shall be permitted a fifteen (15) minute rest period in both the first and second half of a shift. Employees working less than a normal work day, but at least three and one half (3½) consecutive hours, shall be permitted a fifteen (15) minute rest period during their shift.

ARTICLE 14: OVERTIME

a) **Overtime Rates on Weekdays**

Except as otherwise outlined all time worked outside the scheduled hours constituting an employee's normal work day or their normal work week shall be considered overtime and shall be paid as follows:

i. on an employee's normal work day, double time for all hours thereafter. This applies only to time worked immediately following the end of the shift.

ii. Double time for all hours worked on an employee's day of rest.

b) **Overtime Rates on Days of Rest and Holidays**

All time worked on days of rest shall be paid on the basis of double time. All time worked on statutory holidays shall be paid on the basis of double the standard rate of pay for every hour worked in addition to their regular holiday pay.

c) **No Layoff to Compensate for Overtime**

Employees shall not be required to lay off in regular hours to equalize any overtime worked.

d) **Minimum Call-Back Time**

Every employee who is called out and required to work outside their regular working hours shall be paid a minimum of two (2) hours at overtime rates as in (b) above.

e) **Paid Time Off in Lieu of Worked Overtime**

An employee may not bank standby hours of pay.

An employee may, at the time overtime is worked, elect to bank the overtime pay and draw from this bank to pay for time off at a future time. Time off shall be taken upon mutual agreement between the employee and their Department Head and subject to the Employer's operational requirements. The maximum number of hours an employee may bank in a calendar year shall not exceed one hundred (100) hours.

An employee may request a lump sum payment once during each calendar year. Lump sum payment requests will be a minimum of five hundred dollars ($500.00) unless the balance of the bank is below five hundred dollars ($500.00) in which case the full balance will be paid out. Any unused banked time not used by November 30 will be paid out once yearly at a time determined by the Employer. Any banked time earned in December may be carried over to the next calendar year.

Banked time may not be used as sick time, except where the employee's sick time has been exhausted.

Banked time may not be used for time off until all of the employee's vacation time has been scheduled.

f) **Overtime Approval** - The appropriate Department Head must approve all overtime; otherwise an employee shall not receive overtime pay for any overtime worked.

g) **Externally Funded Emergencies** In the case of emergencies:

i. Which will result in overtime work being performed by an Employee, and

ii. For which the Employer receives reimbursement from Emergency Management BC, or equivalent

As per Emergency Management BC, banked time is not eligible for reimbursement. Unless the applicable Provincial legislation, regulation(s) or order(s) allow for the reimbursement of banked time benefit, any overtime work performed will be paid out in the next pay period at the applicable rate as per the current Collective Agreement.

Overtime not subject to reimbursement by the Provincial Emergency Program is unaffected and is covered by the applicable provisions of this Collective Agreement.

ARTICLE 15: STATUTORY HOLIDAYS

a) 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	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	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.

b) Christmas Closure Banked Time

Where all or part of the District's operations remain open during the Christmas period, employees may elect to work.

Inside Employees (as listed in Schedule "A") working a normal work day who are unable to work during the Christmas closure, as defined in the Christmas Closure Policy, can request to alter their work day by shortening their lunch hour by one half(½) hour to accrue hours (at straight time) to cover the unpaid hours of the closure. The maximum amount of hours that can be accrued in a calendar year are the hours required to cover that year's unpaid days of Christmas closure.

Employees may also choose to use banked time, vacation time, or unpaid time to cover the Christmas closure.

If the Christmas Closure Policy is rescinded, these Inside Employees will have the option to continue to earn flex time on the same schedule up to a maximum bank of three (3) working days. The use of flex time will be in agreement with the Employee and Employer and will not be unreasonably denied.

Employees working less than a normal work day are entitled to these benefits on a proportional basis based on their scheduled work hours/days.

ARTICLE 16: 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 length of service. Vacation time shall accrue at the following rates:

Length of Service	Accrual Rate per Year
First Calendar Year	One (1) day per month for each full month of service to a maximum of twelve (12) working days
Second Calendar Year	Fifteen (15) working days

Third through Ninth Calendar Year	Twenty (20) working days
Tenth through Final Calendar Year	Twenty-five (25) working days

One (1) additional day vacation time in the fifteenth calendar year of service and one (1) additional day each calendar year thereafter to a maximum of thirty-five (35) vacation days.

Part-time Employees shall accrue vacation proportionally (as above) 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 the current accrual rate plus five (5) days.

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 shall commence immediately following an employee's regularly scheduled days off. The employer shall advise employees regarding their application for scheduled vacation within one week of receipt of the application. The employee's requested vacation shall not be unreasonably denied. Any vacation days in excess of the allowable carry forward amount not scheduled by the employee and approved by the employer by May 1st of each year shall be scheduled by the employer with as much accommodation to the employee's preference as reasonably possible.

An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.

d) Vacations for Non-permanent Employees

Employees who have accumulated at least twenty-four (24) months of service in any thirty six (36) month period shall have the same privilege of taking their annual vacation as if they were a permanent

employee; employees having a total of fifty (50) months of service with the Employer shall be considered to have five (5) years of service for the purpose of computing the length of their annual vacation and two hundred (200) months of service to be considered as twenty (20) years of service. Rate of vacation pay shall be as follows:

Two (2) weeks vacation	Four percent (4%) of annual earnings
Three (3) weeks vacation	Six percent (6%) of annual earnings
Four (4) weeks vacation	Eight percent (8%) of annual earnings

e) Accrual of Vacation Information

Each employee's accrual of vacation shall be listed on each pay period.

ARTICLE 17: 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, medical appointments will qualify for sick benefits.

b) **Amount of Sick Leave**

Sick leave shall be granted to an employee on the basis of one and one-half (1 1/2) days for every month of service.

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 of this agreement 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) and bereavement leave granted under Article 18(c).

A maximum accumulation of unused sick days shall not exceed 135 days.

c) **Proof of Illness**

An employee shall, if required by the Employer and in conformance with legislation, produce a certificate from a duly qualified practitioner for any illness, certifying that such employee is unable to carry out their duties due to illness. The cost, if any, of this

certification will be reimbursed to the employee by the employer upon submission of receipt(s).

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

When an employee is given leave of absence without pay for any reason, with the exception of WorkSafeBC compensable leave, 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.

e) **Sick Leave Without Pay**

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

f) **Sick Leave Records**

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

g) **Sick Leave on Severance**

Any employee on staff prior to January 1, 2002 having accrued sick leave to their credit shall, on retirement or termination, after seven (7) years' service, receive a salary grant in lieu thereof, equal to such credit, up to a maximum of one hundred and five (105) days' pay. In the event of death, any accrued sick leave cash bonus shall be paid to the said employee's beneficiary up to a maximum of one hundred and five (105) days.

Any employee hired after January 1, 2002 having accrued sick leave to their credit shall, on retirement or termination, after ten (10) years' service, receive a salary grant in lieu thereof, equal to such credit, up to a maximum of one hundred and five (105) days' pay. In the event of death, any accrued sick leave cash bonus shall be paid to the said employee's beneficiary up to a maximum of one hundred and five (105) days.

Employees whose first day of work takes place after December 31, 2015 shall not be entitled to severance pay of unused sick leave.

h) Not withstanding 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 18: 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. One week's notice shall be given the Employer, and the Union shall be limited to one delegate to be away at a time. Additional time may be applied for in writing.

c) **Bereavement Leave**

All employees shall be granted the maximum of five (5) days' leave, without loss of pay, to attend a funeral 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, sister-in-law, brother-in-law, or grandparents, grandchild, common-law spouse, stepchildren, stepparents, foster parents, foster children, aunt, uncle, niece, nephew.

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 Department Head.

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. 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. In any event they shall have the right to exercise their seniority among seasonal or non-permanent positions.

e) **General Leave**

The Employer may grant leave of absence without pay and without loss of seniority to a maximum of six (6) months to any employee

requesting such leave for good and sufficient cause, such request to be in writing and submitted to the Employer.

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 their 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) The Employer shall grant a leave of absence for two (2) days for the purpose of adoption, paternity or marriage. Such leave will be deducted from the employee's accumulated sick leave credit.

i) **Family Leave**

In case of illness or domestic emergency in the immediate family, or in the case of short-term family responsibilities at home, an employee shall be granted necessary time off, to be drawn from accumulated sick leave with full pay. The maximum number of days allowed under the leave is five (5) days per calendar year.

j) **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 19: 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) **"On Call" Other than Regular Working Hours**

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

i. Three (3) hours pay at their regular rate of pay for each normal work day on which the employee was on call and also worked their regular eight (8) hour shift.

ii. Three (3) hours pay at their regular rate of pay for each day of rest or statutory holiday on which the employee was on call.

For clarity, an employee who is on sick leave, bereavement leave, or any form of leave other than vacation, family leave, or banked time off, shall not be scheduled as on call nor eligible for on call pay.

d) **Call Outs while on Standby**

The provisions of Article 14 (d) shall not apply to an employee who is on standby and who is called out for work. An employee on standby, when called out for work, shall be paid at the applicable overtime rate with a guarantee of two (2) hours work or two (2) hours pay. This guarantee shall not apply when the call out extends into the employee's normal working hours.

e) **Disposal of Animals**

Any employee required to pickup, transport, dispose of and bury an animal shall receive twenty-five dollars ($25.00) per animal.

f) **Dirty Work Premium**

When an Employee is working with raw sewage, sewage related systems or equipment, they shall be entitled to a premium of three dollars ($3.00) per hour. An Employee working with garbage/litter collection shall be entitled to a premium of two dollars ($2.00) an hour.

g) **Utility Classification**

Any person in a Utility classification who performs work in a higher rated Utility classification shall receive the rate of such classification, and after completion of one hundred and fifty (150) hours work in such higher classification they shall be classified to that next higher classification if a position is available.

h) **Lead Operator Premium**

Any Employee assigned to perform the work of a Lead Operator shall be paid a premium of one dollar ($1.00) per hour.

ARTICLE 20: 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 10 (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 11. 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 Classification**

If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or rate, the Union may request to meet with the Employer to review the classification and/or rate. If within thirty (30) calendar days of the submission of such request, which shall be in writing, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 11. 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) **Abandonment**

If the Union does not request to meet with the Employer to review the classification and rate within thirty (30) calendar days, as provided for in Article 20 (a), or if the Union does not refer the difference, if any, to arbitration within thirty (30) calendar days, as provided for in Article 20 (b), then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

d) **Extension of Time Limits**

The time limits referred to in this article may be extended by mutual agreement of the Employer and the Union in writing.

ARTICLE 21: SUPPLEMENTATION OF COMPENSATION AWARD

An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the WorkSafeBC as compensable within the meaning of the Compensation Act, shall receive from the Employer the difference

payable by the WorkSafeBC and their regular salary. The amount paid shall be deducted from the accumulated sick leave of the employee.

ARTICLE 22: BENEFITS

a) **Pension Plan**

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

b) **Medical Services**

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 District of Lillooet will remain on medical services until they retire.

c) **Extended Health Care Coverage shall include:**

- A vision care package of six hundred dollars($ 600.00) every two (2) years including contact lenses.
- Lifetime limit of $1 million.
- Medex coverage.
- Hearing aid coverage of five hundred dollars ($500) every five (5) years.
- Full coverage for annual eye exams
- Laser eye surgery required to correct vision, to a maximum payable of double the available vision care benefit once per lifetime
- Chiropractic benefits of five hundred dollars ($500.00)
- Registered massage benefits of five hundred dollars ($500.00)
- Shoes and orthotics coverage for adults of four hundred dollars ($400.00) per year
- Continuous Glucose Monitor coverage

d) **Group Life Insurance and Accidental Death & Dismemberment**

Employees shall participate in a mutually agreeable Group Life Insurance Policy, including Accidental Death & Dismemberment, with the Employer paying one hundred percent (100%) of the regular monthly premium. The coverage shall be two times (2x) annual salary.

e) **Long Term Disability**

Employees shall participate in a mutually agreeable Long Term Disability Plan with the Employer paying one hundred percent (100%) of the premiums.

f) **Dental Plan**

The Employer shall pay one hundred percent (100%) of the premium costs of a Dental Plan, to consist of Plan A - 100%; Plan B Major Restorative services - 60%; Plan C Orthodontic Service (children only) - 50% lifetime max to $2,500. In the event the Provincial Government drops the Medical Plan premiums in B.C., all monies spent on premiums by the Employer would then be spent to improve the Dental Plan benefits.

g) **Recreation Centre Passes**

An employee who wishes to receive an individual pass to the Recreation Centre may do so as a taxable benefit. Seasonal Employees and Students are eligible for this benefit during the term of their employment. Relief Employees are eligible for an individual 1-Month pass during each thirty (30) day period in which they are scheduled to work at least five (5) days. An eligible employee who wishes to receive a family pass can purchase that pass and the cost will be reduced by the cost of an individual pass.

ARTICLE 23: GENERAL CONDITIONS

a) **Strike at Employer's Premises**

In the event any other employees of the Employer engage in a strike or a refusal to work, and place or maintain pickets at the Employer's premises, then any refusal to work or failure to cross such picket line by members of this Union shall not be considered a violation of this agreement.

Notwithstanding the above, the Union and the Employer recognize their shared responsibility to ensure that services necessary to prevent immediate and serious danger to the health, safety, or welfare of the public are maintained.

The parties agree that, in the event of a strike or lockout, employees will be made available, in accordance with applicable legislation and any essential services order, to maintain such services, including those related to water supply, wastewater systems, and other functions as may be required to protect public health and safety.

b) **Bulletin Boards**

The Employer shall provide suitable bulletin boards in all shops upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to employees.

c) **Instructional Courses**

i. 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.

If the Employer agrees to an Employee's request to attend a course of instruction or seminar that is not required to perform their job, the Employer will reimburse the Employee the full cost 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.

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, accommodation (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 as time off at a later date at straight time rates.

ii. **Employees On Apprenticeship Courses**

While employees are attending approved courses, the Employer shall continue to pay the employee their full wage and the employee agrees to turn over to the Employer any monies in lieu of wages received from Canada Manpower while in training.

d) **Clothing Allowance**

The Employer agrees to supply gloves and coveralls where required, and suitable boots. Boots will be provided following the probation period at the rate of one pair per year.

Students will be reimbursed the full cost of safety footwear, up to one hundred dollars ($100.00), that are purchased after acceptance of the offer of employment with the District upon proof of receipts after completion of thirty (30) working days.

Suitable rain gear and form fitting ear plugs shall be provided to outside employees once in each five year period. Lost items shall not be replaced until the five year period expires.

e) **Required Certification**

The annual renewal costs of water treatment, water distribution, waste water treatment and waste water collection certificate(s) or ticket(s) required by the Provincial Government under the District's operating permits shall be incurred by the Employer.

f) **Sanitary Facilities**

The Employer agrees to make available suitable toilets on construction sites. The Employer agrees to maintain adequate, clean, sanitary washrooms and lunchroom, having hot and cold running water and with toilet facilities at its main yard. Locker space will be supplied when required. It shall be the responsibility of employees to use the lunchroom and washroom facilities carefully and considerately in order to keep them in a clean and sanitary condition and free from unnecessary damage insofar as same may be possible with normal usage.

g) **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.

ARTICLE 24: TECHNOLOGICAL CHANGE

During the term of this Agreement, any disputes arising in relation to adjustments to technological change, shall be discussed between the bargaining representatives of the two (2) parties to this Collective Agreement.

Introducing a Technological Change

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

a) Affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and

b) Alters significantly the basis upon which the Collective Agreement was negotiated,

Either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to arbitration pursuant to Article 11 of this Collective Agreement, bypassing all other steps in the grievance procedure.

Arbitrator Decision

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

a) Shall inform the Minister of Labour of its findings; and

b) May then or later make any one (1) or more of the following orders:

   i. That the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;

   ii. That the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitrator considers appropriate;

   iii. That the Employer reinstate any employee displaced by reason of the technological change;

   iv. That the Employer pay to that employee such compensation in respect of their displacement as the arbitrator considers reasonable;

Written Notice

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

a) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies; and

b) alters significantly the basis upon which the Collective Agreement was negotiated.

ARTICLE 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) No regular employee shall be dismissed because of mechanization, or technological change unless, through discussion between the Employer and the Union, agreement has been reached.

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 work shall be contracted out without the expressed consent of the Union if it results in the layoff of any person(s) in the bargaining unit.

c) The Union will agree to deem road clearing/salting as an essential service in the event of a labour dispute.

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 1, 2026, to 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 B.C. 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 the 7 of July, 2026.

SIGNED ON BEHALF OF THE DISTRICT OF LILLOOET

Laurie Hopfl, Mayor

Joe McCulloch, CAO

SIGNED ON BEHALF OF THE UNION

Tara Patterson, President

SCHEDULE "A" – WAGES

CLASSIFICATION	2026 3.5%
OUTSIDE STAFF	
Student	20.32
Practicum Student	27.17
Labourer I	29.93
Labourer II	33.97
Equipment Operator I	37.14
Equipment Operator II	37.90
Equipment Operator III	39.08
Utility Operator I	37.25
Utility Operator II	39.30
Utility Operator III	40.53
Sub-foreman	40.57
Works Supervisor	43.26
INSIDE STAFF	
Clerk Typist (160 days)	26.71
Clerk Typist (1 year)	30.95
Clerk Typist	35.12
Accounting Clerk Typist	36.38
Accounting Clerk	37.29
Bylaw Officer / Interdepartmental Assistant	37.14
Building Inspector I	43.94
Building Inspector II	46.44
Building Inspector III	48.76
Planning Technician / Clerk	38.37
Bylaw Clerk	37.22
Emergency Management Clerk	36.34

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, 2026 unless otherwise agreed to and identified in the Memorandum of Agreement.

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 173

AND

THE DISTRICT OF LILLOOET

Labour Classification

The Parties agree to delete the Labourer classification in Schedule "A" of the Collective Agreement and have the entry Labourer position become Labourer 1. Any incumbent in the Labourer 1 position who has worked 1,800 hours or more will be placed into Labourer 2 upon ratification of the 2023-2025 Collective Agreement.

Signed this 20th day of April 2023

MEMORANDUM OF AGREEMENT

RE: UNION SUCCESSORSHIP OF BARGAINING UNIT

BETWEEN

DISTRICT OF LILLOOET

(the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 173

(the "Successor Union")

WHEREAS:

A. The Employer is an employer within the meaning of the *British Columbia Labour Relations Code*, RSBC 1996, c 244 (the "Code");

B. The Union is a trade union within the meaning of the Code;

C. The Union holds certifications with the Labour Relations Board (the "Board") for the following bargaining units (collectively, the "Bargaining Units"):

   (i) Bargaining Unit A: described in the Certification dated September 24, 1998, which names the Union as bargaining agent for "Employees of the Corporation of the Village of Lillooet, Lillooet, B.C, except the Village Clerk"; and

   (ii) Bargaining Unit B: described in the Certification dated March 12, 1998, which names the Union as bargaining agent for "Employees at and from Lillooet and District Recreational, Educational and Cultural Centre, Lillooet, BC."

D. The Union and Employer have negotiated a collective agreement covering employees of Bargaining Unit A with a term of Jan 1, 2026 - Dec 31, 2026 (the "Unit A Collective Agreement").

E. The Union and Employer have negotiated a collective agreement covering employees of Bargaining Unit B with a term of Jan 1, 2022 - Dec 31, 2026 (the "Unit B Collective Agreement").

F. Members of each Bargaining Unit have expressed support for merging the Bargaining Units into a single bargaining unit;

G. The Parties wish to record their mutual understanding and agreement respecting the consolidation of the Bargaining Units into a single bargaining unit, and the continuation and harmonization of the Collective Agreements, in accordance with sections 37 and 142 of the Code and applicable decisions of the Board.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Section 37 and 142 Application to the Board

1. Upon execution of this Memorandum of Agreement, the Union shall prepare and file an application pursuant to sections 37 and 142 of the Code requesting that the Board consolidate the Bargaining Units into a single bargaining unit (the "Application");
2. The Employer shall provide the Union with a letter to be included in the Application, stating that the Employer supports the Application;
3. The Parties agree to cooperate fully in good faith, to ensure the timely submission and resolution of the application.

II. Post-Consolidation Obligations

4. Upon issuance of the certification (the "consolidated certification") from the Board consolidating the bargaining units into a single unit (the "consolidated unit"), the Parties agree that:
    a. The Parties shall meet within thirty (30) days of the Board's issuance of the consolidated certification to begin negotiations for a unified collective agreement applying to the consolidated unit;
    b. Until such time that a unified collective agreement is concluded between the Parties, the Unit A Collective Agreement shall be deemed the collective agreement applying to the consolidated unit;
    c. Until such time that a unified collective agreement is concluded between the Parties, the Unit B Collective Agreement shall be appended to the Unit A Collective Agreement and will continue to apply to those Employees formerly part of Bargaining Unit B.
    d. Upon issuance of the consolidated certification, all employees shall retain full seniority as accrued under their respective collective agreement prior to the issuance of the consolidated certification;
    e. Upon issuance of the consolidated certification, the seniority of employees accrued under their respective collective agreements shall be integrated on the basis of date of hire, unless otherwise mutually agreed, and a revised seniority list shall be produced by the Employer and delivered to the Union;
    f. No employee shall be laid off, displaced, or adversely affected as a direct result of the consolidation;
    g. No employee shall suffer a reduction in wages, benefits, leave accruals, or working conditions as a result of the consolidation and subsequent negotiation of the unified collective agreement;
    h. The Employer agrees not to seek concessions in the negotiation of the unified collective agreement.

III. General Terms

5. Continuity of Representation

   The Parties agree to cooperate in good faith to ensure continuity of representation and stability of labour relations throughout the Consolidation process.

6. Costs

   The Employer shall bear reasonable administrative costs associated with the Board application and implementation of the merger.

7. Board Jurisdiction

   This Memorandum of Agreement does not limit the Board's jurisdiction to interpret and apply the Code.

8. Entire Agreement

   This Memorandum of Agreement represents the entire agreement between the Parties with respect to the consolidation of the Bargaining Units.

9. Execution

   This Memorandum of Agreement may be executed and delivered electronically and in counterparts.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives have affixed their signature hereto on the 7 of July, 2026.

SIGNED ON BEHALF OF THE DISTRICT OF LILLOOET

Laurie Hopfl, Mayor

Joe McCulloch, CAO

SIGNED ON BEHALF OF THE UNION

Tara Patterson, President