MEMORANDUM OF AGREEMENT
Between
CITY OF KELOWNA
and
CUPE LOCAL 338

This Memorandum of Agreement between the parties constitutes final settlement of all outstanding collective bargaining issues with respect to the new Collective Agreement. All of the terms and conditions of the previous Collective Agreement will remain in effect except as set out in this document.

This Memorandum of Agreement is subject to ratification by the principals of the parties hereto and both parties agree to recommend to their respective principals, acceptance of all terms and conditions herein.

The Framework is presented in a package format. Any issue, other than previously agreed matters signed by both parties, not included in the Framework from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Framework is not accepted as a whole, none of the specific provisions of the package remain agreed nor are any of the items left out of the package considered to be withdrawn.

It is understood by the parties that the changes will apply on the date of ratification of this agreement, unless otherwise indicated.

If agreed, this memorandum is subject to ratification by City of Kelowna Council and CUPE 338 members.

Article 21

21.02 An employee shall receive a premium of ~~**$0.50**~~ **$.75** per hour for all scheduled hours worked on a premium shift.

Article 22

NEW ARTICLE 22.11 – WORK ON A STATUTORY HOLIDAY FOR EMPLOYEES RECEIVING PAYMENT IN LIEU.

Employees receiving payment in lieu of statutory holidays under Article 13 who have been employed continuously for at least 30 calendar days preceding the statutory holiday shall be paid one and one-half (1½) times their regular or equivalent hourly rate for all hours worked on a statutory holiday.

NOTE: housekeeping add article 22.11 to article 13.02

ARTICLE 23: ANNUAL VACATIONS (effective January 1st, 2027)

Reduce all vacation entitlement accruals by 1 year

Add 23.01
The term "vacation year", as used in this Agreement, shall mean the twelve (12) month period from **January 1st to December 31st of the previous calendar year.** ~~The term "vacation year", as used in this Agreement, shall mean the twelve (12) month period from the employee's full time start date to the same date in following years.~~

23.04 Employee with Less than ~~(5)~~ (4) Years of Service
An employee with less than **~~five (5)~~ four (4)** years shall be entitled to accrue vacation equal to fifteen (15) calendar days per year. Payment for such vacation shall be at the employee's rate of pay at the time of vacation.

23.05 Employee with ~~Five (5)~~ Four (4) Years of Service
An employee who has entered **~~five (5)~~ four (4)** years but less than **~~six (6)~~ five (5)** years of service at the end of the vacation year shall be entitled to accrue vacation equal to sixteen (16) days. Payment for such vacation shall be at the employee's rate of pay at the time of vacation.

23.06 Employee with ~~Six (6)~~ Five (5) Years of Service
An employee who has entered **~~six (6)~~ five (5)** years but less than **~~seven (7)~~ six (6)** years of service at the end of the vacation year shall be entitled to accrue vacation equal to seventeen (17) days. Payment for such vacation shall be at the employee's rate of pay at the time of vacation.

23.07 Employee with ~~Seven (7)~~ Six (6) Years of Service
An employee who has entered **~~seven (7)~~ six (6)** years but less than **~~eight (8)~~ seven (7)** years of service at the end of the vacation year shall be entitled to accrue vacation equal to eighteen (18) days. Payment for such vacation shall be at the employee's rate of pay at the time of vacation.

23.08 Employee with ~~Eight (8)~~ Seven (7) Years of Service

An employee who has entered ~~eight (8)~~ **seven (7)** years but less than ~~nine (9)~~ **eight (8)** years of service at the end of the vacation year shall be entitled to accrue vacation equal to nineteen (19) days. Payment for such vacation shall be at the employee's rate of pay at the time of vacation.

23.09 Employee with ~~Nine (9)~~ Eight (8) Years of Service
An employee who has entered ~~nine (9)~~ **eight (8)** but less than ~~seventeen (17)~~ **sixteen (16)** years of service at the end of the vacation year shall be entitled to accrue vacation equal to twenty (20) days. Payment for such vacation shall be at the employee's rate of pay at the time of vacation.

23.10 Employee with ~~Seventeen (17)~~ Sixteen (16) Years of Service
An employee who has entered ~~seventeen (17)~~ **sixteen (16)** but less than ~~twenty-one (21)~~ **twenty (20)** years of service at the end of the vacation year shall be entitled to accrue vacation equal to twenty-five (25) days. Payment for such vacation shall be at the employee's rate of pay at the time of vacation.

23.11 Employee with ~~Twenty – one (21)~~ Twenty (20) Years of Service
An employee who has entered ~~twenty-one (21)~~ **twenty (20)** or more years of service at the end of the vacation year shall be entitled to accrue vacation equal to thirty (30) days. Payment for such vacation shall be at the employee's rate of pay at the time of vacation.

ARTICLE 24: HEALTH LEAVE (Effective January 1st 2027)

24.02 Health Leave Bank

Effective January 1, each regular full-time employee shall be credited with eleven (11) paid Health Leave days at the beginning of each calendar year. Employees commencing employment after January 1 shall be credited with Health Leave Days on a pro-rated basis for the remainder of the calendar year.

For the purposes of this Article, one (1) Health Leave Day shall be equal to the employee's regularly scheduled straight-time hours of work on the day of absence and shall be paid at the employee's regular straight-time rate of pay.

Unused Health Leave days shall not be carried over from one calendar year to the next and shall not accumulate.

~~**Employees shall accrue health leave at a rate of one half (1/2) "day" per month to a maximum of ten (10) "days". A "day" shall mean the average number of hours in an employee's work day based on the average number of hours in the employee's work week over their complete shift schedule cycle.**~~

~~**New employees shall be credited with five (5) "days" health leave upon qualification for health leave under Article 24.05 (b). Health leave accrues biweekly in accordance with the following formula:**~~

$$\frac{\text{(1/2) "day" X (12 (months) X employee's average hours per work day)}}{\text{26 (biweekly pay periods/year)}}$$

~~**An employee who works a 35-hour work week, or a shift schedule based on an average 35-hour work week (7-hour average work day), shall accrue health leave at a rate of 1.61 hours each biweekly pay**~~

~~period to a maximum of 70 hours.~~

~~An employee who works a 40-hour work week, or a shift schedule based on an average 40-hour work week (8-hour average work day), shall accrue health leave at a rate of 1.84hours each biweekly pay period to a maximum of 80 hours.~~

~~An employee who works a 38.5-hour work week, or a shift schedule based on an average 38.5-hour work week (7.7-hour average work day), shall accrue health leave at a rate of 1.77 hours each biweekly pay period to a maximum of 77 hours.~~

~~An employee who works a 42-hour work week, or a shift schedule based on an average 42-hour work week (8.4-hour average work day), shall accrue health leave at a rate of 1.93 hours each biweekly pay period to a maximum of 84 hours.~~

~~Health leave shall accrue only while the employee is being paid by the Employer on active payroll. The health leave bank shall not accrue in any biweekly period during which the employee has unpaid leave of five working days or more, including, but not limited to, any time while on LTD, WCB beyond twenty-six (26) weeks, layoff or any other unpaid leave, excluding job-protected leaves.~~

NEW Article 25.11 Emergent Personal Leave

In the event of an emergent and unplanned personal issue Employees may request "emergent leave" utilizing leave banks in accordance with the Collective Agreement or City Policy including; Overtime Banks, Standby Banks, Vacation Banks, Stat Holiday Banks, Professional Banks, Personal Flexible Leave Banks or Earned Day Off Banks. "Emergent Leave" shall not be unreasonably denied.

Emergent leave is defined as unforeseen and unavoidable situations that require immediate attention, including, but not limited to: transportation issues such as car trouble, road closures, or other travel disruptions; weather-related events, including inclement weather or natural disasters that prevents safe travel to work; home emergencies such as burst water tanks, plumbing failures, heating outages, or urgent repairs; and personal crises requiring immediate resolution to prevent further harm or distress.

26.06 No Pyramiding

There shall be no pyramiding of overtime and premium rates of compensation. When two or more types of overtime and/or premium (excluding the premium for dirty work, **Field Safety Representative FSR)** apply to the same hours of work only the higher rate shall be paid.

26.12 CVI

All employees in the Mechanic, Mechanic Lead Hand and Mechanic Foreman classification must maintain a valid Commercial Vehicle Inspection Program (CVIP) certification for the purpose of complying with the Motor Vehicle Act and applicable regulations governing commercial vehicle inspections.

Employees shall be paid five hundred ($500) per year for maintaining the Commercial Vehicle Inspector Program certification.

ARTICLE 30: HEALTH AND WELFARE COVERAGE (effective ~~October 2026~~ January 2027)

General:

- **Increase Survivor Benefit from 1 month to 6 months**

Extended Health Care Benefit:

- **Increase Vision from $300 to $500 every two years**
- **Increase lifetime maximum from $1 Million to $2 Million: not applicable to Out of Country medical insurance**
- **Out-of-Country Insurance Coverage – lifetime maximum of $1 Million**

Dental Benefit:

- **Increase Major Restorative to 70% to a maximum of $5000 lifetime**
- **Increase Orthodontic to 60% to a maximum of $5000 per lifetime**

Mental Health Coverage:

- **Increase from $1000 to $2000 per year**

Paramedical Coverage:

- **Increase Massage category from $500 to $750 per year**
- **Increase Physiotherapist category from $500 to $750 per year**

33.02 Tool Allowance

The Employer will provide an initial tool allowance of ~~five hundred~~ **one thousand** (~~$5~~**$1000**) dollars in the first year and an amount of ~~two~~ **five** hundred (~~$2~~ $500) dollars on an annual basis thereafter to all employees in the mechanic classifications that are required by the employer to have the appropriate tools.

33.03 Boot Allowance

The Employer will provide an annual boot allowance **of two hundred dollars ($200).** ~~**one hundred ($100.00)**~~**.** The boot allowance is intended as the City's contribution to purchase work safety boots, to perform work on worksites on a regular basis, for classifications where the Workers' Compensation Act of British Columbia Regulations require that employees wear safety footwear.

The boot allowance applies only to permanent full-time employees who have passed their probationary period and attained seniority at the time of payment. Employee's must work a minimum of six (6) months during the calendar year and be actively working at the time of payment.

Schedule "C"

Lifeguard (Part-Time)

Step 2 – after ~~**six (6)**~~ **three (3)** months full-time equivalency

Step 3 – after ~~**twelve (12)**~~ **six (6)** months full-time equivalency

Step 4 – after ~~**eighteen (18)**~~ **twelve (12)** months full-time equivalency

Step 5 – after ~~twenty-four (24)~~ **eighteen (18)** months full-time equivalency

ARTICLE 34: TERM OF AGREEMENT

34.01 This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from **January 1, 2026** ~~2024~~, up to and including **December 31 ,2028** ~~2025,~~ and thereafter from year to year unless either party to this Agreement gives notice to commence collective bargaining in accordance with the provisions of the Labour Relations Code.

Schedule A

General Wage Increases

March 31, 2026	3.75%	*(retroactive for current and retired employees)*
March 31, 2027	3.75%	
March 31, 2028	3.75%	

New and Changed Classifications (effective the 1st of the month following ratification):

- **Pay Band 10B: flat rate trade adjustment of $2.50 per hour.**
- **Mechanic Lead Hand: place into Pay Band Outside 14B and increase 14B Pay Rate to $49.19 (an increase of $0.77).**
- **Trade Foremen (Electrical, HVAC, Mechanic, Wastewater & Water Electrical, Wastewater & Water Maintenance,): flat rate trade adjustment of $2.50 per hour and create new pay grade "Outside 14C".**
- **New classification "Utility Excavator Operator (UEO) - (Outside 11): Convert two (2) EOV positions within Utilities Construction to the new classification. The most senior qualified employees within Utilities Construction will be converted.**
- **New classification "Truck Operator (TO)" - (Outside 9): The new classification will require a Class 1 License. Convert two (2) EOIII positions from the Utilities Construction Branch and twelve (12) EOIII positions from the Roadways Branch to this new classification. The most senior qualified employees in the above noted branches will be converted.**
- **Redaction Coordinator: move from Inside 8 to Inside 9**
- **Bylaw Enforcement Coordinator: move from Inside 11 to Inside 12**
- **Licensing & Property Use Inspector: move from Inside 9 to Inside 10**

- **Wastewater Operations Foreman: move from outside 14A to outside 14C and adjust qualification to Level 4 EOCP Wastewater Treatment. Current incumbent will have until the end of 2027 to obtain the qualification.**

- **Water Supply Foreman: move from outside 14A to outside 14C and adjust qualification to Level 4 EOCP Water Treatment. The soon to be vacated position will be first posted internally as a training opportunity.**

- **Wastewater Treatment Operator II: move from Outside 11 to Outside 12**

HOUSEKEEPING:

- **Water Maintenance Foreman move from Outside 14A to Outside 14C**
- **Letter of Understanding #1: Add names that were missed: Dan Demers, Bruce Williamson, Scott Isfan**
- **Change Police Services Disclosure Coordinator title to Redaction Coordinator**

NEW LOU: Employee Transportation Program

In recognition of employee commuting costs, including the cost of parking at City work locations where paid parking is required, the Employer will establish an Employee Transportation Program effective March 1, 2027 (subject to implementation of supporting app). The program will provide employees with more affordable commuting choices through the following benefits:

(a) **Transit Subsidy.**
The employer will subsidize monthly transit passes at 50% of the public transit rate

(b) **Shared Micromobility Subsidy**
Any day which staff choose to take a shared micromobility trip to and/or from work, the employer will subsidize the shared micromobility trip at 50% of the operator rate.

(c) **Car-pool Subsidy**
Any day which employees choose to carpool to and from work with another City employee(s), ~~who reside outside their household,~~ the employer will subsidize parking at a 50% discount off the employee daily rate.

(d) **Bicycle Parking**
All locations with paid parking will have secure bicycle storage. The employer will make e-bike/scooter charging available to all staff commuting to/from work on their e-device.

The employer may establish reasonable administrative policies and procedures, ~~eligibility requirements~~

~~and verification processes~~ necessary to administer the Employee Transportation Program.

Employees shall continue to have access to monthly or daily parking at a discounted rate. The monthly employee rate shall be based on the applicable public monthly corporate rate. The daily parking rate, which is only available to employees, is set dividing the monthly rate by 21 days and results in a discount of 40% below the equivalent public daily rate.

On behalf of:

The City of Kelowna

On behalf of:

CUPE 338

The following items have been agreed to by CUPE and the City of Kelowna.

Date Signed: June 1, 2026

ARTICLE 13: EMPLOYEE CATEGORIES

13.01 Employee Category Definitions

(a) "EMPLOYEE" - a person in the bargaining unit who is employed by the Employer for remuneration.
(b) "PROBATIONARY EMPLOYEE" - an employee who has not completed the six-month probationary period.
(c) "FULL-TIME EMPLOYEE" - an employee who has completed the probationary period and is employed for regular full-time work.
(d) "PART-TIME EMPLOYEE" - an employee who works less than the full-time hours of work, not exceeding twenty-five (25) hours per week, on a recurring or scheduled basis. The establishment of new part-time positions shall be by mutual agreement. Such mutual agreement shall not be unreasonably withheld.

Part-time employees will receive 14% in lieu of all vacation, statutory holidays, other paid leaves, fringe benefits and premiums. Part-time employees that are employed on an ongoing basis and complete an equivalent of six (6) months full time employment will receive 17% payment in lieu, will be deemed to have passed the probationary period. Part time employees that become eligible to contribute to pension **may** ~~**and**~~ elect to enroll in the municipal pension plan. ~~**will receive the residual amount of the % in lieu after the Employer pension contribution rate is deducted.**~~ Part-time employees that are eligible may purchase a part-time benefits package in whole or in part with the residual in lieu payment. All vacation, statutory holidays, other paid leaves, fringe benefits and premiums are included in this provision.

Part time employees will be placed on a "Part Time Employment List" after an employee has worked an equivalent of six (6) months fulltime employment. The list will be based on the date the employee completed an equivalent of six (6) months full time employment qualifying period. Placement on the list shall entitle the part time employee to limited rights for the purpose of bidding into full time positions such that a part time employee, shall be given preference in order of seniority for a vacant position, only in the department within which the employee is working, provided they possess the required qualifications, skills, abilities, and knowledge and where no full time employee has applied and is qualified.

A part time employee that becomes a full-time employee will carry time worked from the Part Time Employment List to the Seniority List. The Seniority date and placement on the list will be calculated based on the conversion of hours worked as a part time employee into full time equivalence of the previous part time position, upon the employee completing the probationary period.

Full-time employees that post into permanent Part Time Positions shall accumulate seniority, in proportion to the hours worked, for the purpose of bidding into a full time posting. Such employees continue to participate in the Municipal Pension Plan and may use ~~**the residual amount of**~~ the 17% in lieu ~~**after the Employer pension contribution rate is deducted**~~ to participate in a part time benefits package. Health leave balances shall be held and reinstated into the health leave bank should the employee status revert back to full time. Any other banked time (i.e. Vacation, overtime, standby) shall be deposited into the employee's bank at the rate earned and to be used in accordance with the Employer's banking policy. All vacation, statutory holidays, other paid leaves, fringe benefits and premiums are included in this provision.

(e) "CASUAL EMPLOYEE" - a person who is employed on an irregular basis to fill vacancies due to the absence of employees through illness, accident, vacation, approved leave of absence, or extra workload. Any position

occupied by a casual employee shall be assumed by the person, normally holding the position, upon their return from leave.

Casual employees will receive 14% in lieu of all vacation, statutory holidays, other paid leaves, fringe benefits and premiums. Casual employees that are employed on an ongoing basis and complete an equivalent of six (6) months full-time employment will receive 17% payment in lieu. Casual employees that become eligible to contribute to pension **may ~~and~~** elect to enroll in the municipal pension plan. **~~will receive the residual amount of the % in lieu after the Employer pension contribution rate is deducted in lieu of all vacation, statutory holidays, other paid leaves, and fringe benefits and premiums~~**.

An "extra workload" project will be posted in accordance with Article 15 in cases where the project end date is identified, up front, to be beyond **twelve (12) ~~six (6)~~** months.

A part time employee that works as a "casual employee", for a specified period of time for reasons as noted above, shall continue to be considered a part time employee.

Casual employees do not acquire seniority.

(f) "TERM EMPLOYEE" – a person employed for a full time or part time **~~assignment~~** basis **~~with a defined start and end date.~~ for a for a fixed and pre-determined period of time which is less than 12 months** (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring). **~~Term assignments in excess of twelve (12) months will be posted in accordance with Article 15.~~ Term employees who are extended beyond twelve (12) months will be converted to Temporary Full-Time Employees as outlined in (i) below.** Term employees will receive 14% in lieu of vacation, statutory holidays, other paid leaves fringe benefits and premiums. Once term employees exceed six (6) months full time service during the term assignment, they will receive 17% in lieu of vacation, statutory holidays, other paid leaves, fringe benefits and premiums. Term employees that become eligible to contribute to pension **may ~~and~~** elect to enroll in the municipal pension plan. **~~will receive the residual amount of the % in lieu after the Employer pension contribution rate is deducted in lieu of all vacation, statutory holidays, other paid leaves, fringe benefits and premiums.~~**
Term employees do not acquire seniority.

(g) "STUDENT" - a person who is employed for a defined period of time and is attending school, college or university and intends to return to their studies in the subsequent academic year. Student employees shall receive 14% in lieu of vacation, statutory holidays, other paid leaves fringe benefits and premiums. Students do not acquire seniority.

(h) "CO-OP and CAREER PATH STUDENTS" - A Co-op student is registered in a recognized cooperative education program in a participating post-secondary institution. A career path student is a student pursuing a course of studies that aligns with the City's human resources needs. Co-op and Career Path student employees shall receive 14% in lieu of vacation, statutory holidays, other paid leaves fringe benefits and premiums. Co-op and Career Path Students do not acquire seniority.

The union will be notified of all student positions and departments where they will be working with a summary of their work assignments.

(i) "TEMPORARY FULL-TIME EMPLOYEE" a person who is employed on a full-time basis, for a fixed and pre-determined period of time which is greater than 12 months (which may be extended or cut short by

circumstances which could not be foreseen at the time of hiring). Temporary Full-Time employees do not acquire seniority for the purposes of lay off or posting into other positions.

13.02 Applicable Sections of the Agreement

a) **Part Time, Casual, Term and Students**
Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13,**17.03 & 17.04 (when working a full shift),** 18, **24.08, 29,** 31 and 34 apply to "Part Time, Casual, Term and all Student Employees".

b) **Part Time**
Article 14 applies to "Part-Time Employees" as per section (d) of this Article.

c) **Temporary Full Time Employees**
All provisions under this Collective Agreement shall apply to "Temporary Full Time Employees" with exception of Article 15 and Article 16.05 apply. Article 15 will only apply in cases where the vacancy pertains to the same classification currently held by the Temporary Full-Time employee.

13.03 Use of the Correct Categories

On an annual basis, the parties will meet to review the application of the new employee categories and discuss any concerns that arise, including the intent of how it's being maintained. **Additionally, on an as needed basis, either party may request an interim review at a Joint Consultation Committee meeting at any time. The employer will provide the following information in advance of the review:**

- **"Part Time Employees' who have averaged more than 25 hours per week for the previous 12 months.**
- **"Casual Employees" who have averaged more than 21 hours per week for the previous 12 months.**
- **"Term Employees" who have been extended or renewed on substantially similar work for the previous 12 months. Short interruptions in work schedules or fluctuations in weekly hours will be considered continuous work for the purposes of the review of appropriate categorization.**
- **"Temporary Full-Time" employees that continue beyond the initial pre-determined period intended for the work. Short interruptions in work schedules or fluctuations in weekly hours will be considered continuous work for the purposes of the review of appropriate categorization.**

During the review, the parties will identify positions which are incorrectly categorized and determine appropriate recategorization.

In the event that no agreement is reached, the union reserves the right to grieve the application of this article. ~~as it relates to the intent; not to erode the full-time positions of the Union without justification that it will result in a cost or efficiency or service improvement to the Employer.~~

On behalf of:
The City of Kelowna

Kerri Va Vliet

On behalf of:
CUPE 338

The following items have been agreed to by CUPE and the City of Kelowna:

Date Signed: June 1, 2026

ARTICLE 24: HEALTH LEAVE

NEW Article 24.08

All employees who do not accrue health leave time, shall be entitled to employer paid sick leave in accordance with the Employment Standards Act of British Columbia. Employees shall be eligible for sick leave after ninety days of employment and once eligible shall be entitled to up to five (5) paid sick days per calendar year. Paid sick days shall be paid at an average day's pay and may be used for personal illness or injury or other purposes permitted by the employment standards Act. Paid sick days do not carry over from one calendar year to the next and have no cash value upon termination of employment.

On behalf of:
The City of Kelowna

On behalf of:
CUPE 338

The following items have been agreed to by CUPE and the City of Kelowna

Date: May 26, 2026

Schedule "B"

[...]

6. **The normal work week will consist of two (2) 12-hour day shifts and two (2) 11-hour night shifts followed by four (4) consecutive days off or three (3) 8-hour day shifts and (3) 8-hour afternoon shifts followed by three (3) consecutive days off. Each shift will include a paid one (1) hour lunch break and two (2) paid fifteen (15) minute rest breaks.**

On behalf of:

The City of Kelowna

On behalf of:

CUPE 338

The following items have been agreed to by CUPE and the City of Kelowna
Date: May 26, 2026

ARTICLE 20: CALL-OUTS

20.01 Call-Out Pay

Subject to the provisions of Article 20.02, 20.03 and 20.04, an employee who is called back to work after they have completed their normal day's work ~~**and has left the Employer's premises,**~~ or who is called in to work before their regular starting time, or who was previously instructed to report to work before their regular starting time, shall be paid double time for all hours worked outside their normal working hours. Such employee shall be guaranteed a minimum of two (2) hours work or two (2) hours pay at the double time rate. This guarantee shall not apply when a call-out extends into an employee's normal working hours.

20.02 An employee who, before the end of their normal day's work, is instructed to return to work within two (2) hours following the end of their normal day's work, shall not be considered to be on a call-out, however, the hours worked following the end of the employee's normal day's work under the provisions of this section shall be paid at the double time (2X) rate.

20.03 An employee who, before the end of their normal day's work, is instructed to next report for work not more than two (2) hours before the regular starting time of their normal work day, shall not be considered to be on a call-out, however, the hours worked before the regular starting time of the employee's normal work day, under the provisions of this section, shall be paid at the double time (2X) rate.

20.04 An employee who, works overtime before their normal shift start time and then works additional overtime at the end of their shift the same day, shall be paid as follows:

(a) If two (2) or more hours are worked pre-shift, then all overtime after the shift ends is paid at double time.
(b) if less than two (2) hours overtime was worked pre-shift, overtime after the shift ends is paid at time and one half (1.5) until the total hours of overtime worked that day (pre-shift and post-shift hours) exceeds two (2) hours, then double time thereafter.

NEW 20.05 Virtual call-out.
Subject to the provisions of Article 20.02, 20.03 and 20.04, If an employee is directed to work after they have completed their normal day's work but does not physically attend the worksite because the work can be completed virtually, the employee is on Virtual call-out.

Virtual call-outs shall be paid a minimum of thirty (30) minutes at double (2x) the employee's regular rate of pay.

Additional virtual callouts occurring within the thirty (30) minute period will be treated as the same virtual call-out.

If work continues beyond the initial thirty (30)-minutes, continuous virtual response time will be paid at double (2x) the employee's regular rate of pay for actual time worked.

If more than thirty (30) minutes has passed since the last virtual call-out, and another virtual call-out occurs a new thirty (30) minute minimum period will begin.

NEW 20.06 Respite

An employee who is called out, or virtually called out, between the hours of 10:00 pm and 4:00 am in advance of their regularly scheduled shift, for a single or combined period equal to or greater than two (2) hours shall be entitled to an eight (8) hour Respite Period commencing at the time the actual work assignment is completed. If the employee's regular starting time is scheduled to commence before the expiration of eight (8) hours, the employee will be permitted to remain at rest for the eight (8) hour Respite Period and will be paid their regular rate for the hours of the employee's shift which fall within the eight (8) hour Respite Period and for the remainder of the shift which the employee works.

If the employee remains fatigued after the Respite Period, they may request to take the remainder of their scheduled shift off, using available leave banks, subject to supervisor approval. Requests will not be unreasonably withheld.

In the event of emergent situations where operationally necessary, once the work is concluded and the employer mandates the employee to work without their full Respite Period the employee will be paid at double (2x) time for hours worked.

ARTICLE 27: STANDBY

27 .01 An employee who is required to be on standby at a time or times other than their regular working hours, shall be paid a premium for each day they are on standby, as follows:

(a) Two (2) hours pay at their regular rate of pay for each normal work day on which the employee was on standby and also worked their regular eight (8) hour shift.

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

27 .02 Time off in lieu of Standby

~~**(a) GENERAL:**~~

In the event that an employee is required to work standby duty, they may consider time off in lieu equivalent to worked standby. Time off will only be taken upon mutual agreement between the employee and Supervisor, provided that when an employee has accumulated the equivalent of five (5) working days lieu time off, they will be scheduled equivalent time off within sixty (60) calendar days.

~~**(b) When an employee in Utilities is on standby and receives four (4) telephone calls that make up one-half (1h) hour, that employee will be paid for that one half (1h) hour at the applicable overtime rate. This overtime rate will be paid over and above the prevailing standby pay. All of the foregoing provisions of this paragraph are terminated if there is any abuse of this arrangement.**~~

NEW 27.03 Responding Virtually while on Standby

If an employee on Standby is responding to an alarm or call outside of their regular work hours but does not physically attend the worksite because the issue can be addressed virtually using a phone, SCADA computer, or tablet, the employee shall be considered to be on a Virtual Call-out.

<u>Move the following from 27.03 to 26.11</u>

~~27.03~~ **26.11** Field Safety Representatives

An employee who has been appointed by the Employer to act as a Field Safety Representative (FSR) for the purpose of complying with Safety Standards regulations shall be paid one dollar (si.oo) per hour premium for the whole of each shift on which so employed.

Where an employee has been appointed, the course cost, including time to obtain and maintain FSR status necessary to fulfill this requirement, will be borne by the employer.

The Employer reserves the right to designate a contractor or employee as the designated Field Safety Representative based on operational needs.

On behalf of:
The City of Kelowna

On behalf of:
CUPE 338

The following items have been agreed to by CUPE and the City of Kelowna:

Date Signed: May 25th, 2026

ARTICLE 23: ANNUAL VACATIONS

23.16 Scheduling of Vacations

Vacations shall be granted at such time as is mutually agreed upon by the employee and the Employer, **subject to operational requirements. The annual vacation bidding cycle shall operate on a one (1) year cycle from March 30 to March 29.**

Preference in the choice of vacation period for the upcoming vacation cycle shall be accorded to the employee with the greatest seniority, provided the vacation request is submitted **no later than March 15** immediately preceding the start of the vacation cycle. Vacation requests submitted after March 15 shall be considered on a **first-come, first-served basis,** subject to operational requirements.

Vacation schedules for the upcoming vacation cycle shall be finalized and posted **no later than March 31** of each year.

Vacations cannot be postponed without the written consent of the Employer.

Employees with twenty (20) days or fewer vacation entitlement must take at least fifteen (15) days' vacation each calendar year. Employees with twenty-five (25) days or more vacation entitlement must take at least twenty (20) days' vacation in each calendar year.

No more than one year's entitlement may be carried over to the next calendar year by any employee. New full-time employees are not required to take vacation during the first calendar year of employment.

~~**New full-time employees may schedule vacation after six months' continuous service or when an employee becomes eligible to have their name entered on the seniority list.**~~

Overtime Coverage Process Police Services Branch (Document #19)

Accepted with removal of, "*Overtime banked hours may only be used to request time off when there is no requirement to schedule additional overtime coverage for that absence.*"

NEW Letter of Understanding (suggested LOU #7.a~~of #3~~)

RE: Water Department Vacancies

Where a vacancy occurs within the Water Department in respect of a position previously held by an employee of the City of Kelowna prior to the Glenmore Ellison Improvement District (GEID) merger, the Employer shall first offer the position to qualified employees who were employed by the City of Kelowna prior to the merger. Such employees shall be granted first right of refusal.

In the event that no qualified employee described above applies for or accepts the position, the Employer shall then consider applications from qualified employees who were employed by GEID prior to the merger.

For the purposes of this Article, "qualified" shall mean possessing the requisite skills, ability, qualifications, and experience to perform the duties of the position.

This Letter of Understanding will remain in effect until December 31, 2027.

On behalf of:
The City of Kelowna

On behalf of:
CUPE 338

The following items have been agreed to by CUPE and the City of Kelowna.

Date: April 8th 2026

ARTICLE 14: SENIORITY

14.04 Seniority for Purpose of Layoff and Recall

Seniority shall prevail on a bargaining unit-wide basis for the purpose of layoff and recall. For this purpose only, the departments where layoffs or recalls shall be initiated are:

~~**1. Inside Divisions**~~

~~**2. Public Works Department**~~

1. **Roadways Operations** Department
2. Traffic Operations Department
3. Parks Services Department
4. Building Services Department
5. Fleet Services Department
6. Infrastructure Delivery **and Integrated Transportation** Department**s**
7. Utilities Services Department
8. Active Living and Culture Division
9. **Protective Services Division**
10. **Partnerships & Investments Division**
11. **Planning, Development & Sustainability Division**
12. **Corporate Services and other Inside Divisions**

~~**14.06 Inside and Outside Staff Division for Layoff and Recall**~~

~~**Seniority shall prevail on the basis on Inside and Outside staff division for the purpose of layoff and/or recall.**~~

ARTICLE 20: CALL-OUTS

20.01 Call-Out Pay

Subject to the provisions of Article 20.02, 20.03 and 20.04, an employee who is called back to work after they have completed their normal day's work ~~**and has left the Employer's premises,**~~ or who is called in to work before their regular starting time, or who was previously instructed to report to work before their regular starting time, shall be paid double time for all hours worked outside their normal working hours. Such employee shall be guaranteed a minimum of two (2) hours work or two (2) hours pay at the double time rate. This guarantee shall not apply when a call-out extends into an employee's normal working hours.

ARTICLE 25: LEAVE OF ABSENCE

25.05 Pregnancy/Maternity Leave

Delete existing and replace with:
"Pregnancy/Maternity Leave will be provided in accordance with the Employment Standards Act."

25.06 Parental Leave

Delete existing and replace with:
Parental Leave will be provided in accordance with the Employment Standards Act.

ARTICLE 31: OCCUPATIONAL HEALTH AND SAFETY

~~The Employer and the Union agree that all parties, including employees, have a responsibility to work cooperatively to provide and maintain a safe work environment and work practices that will not place individual employees, co-workers or the public at risk. The Workers' Compensation Act shall be observed and adhered to by the parties, including the employees.~~

The Employer and the Union agree that all parties, including employees, have a responsibility to work cooperatively to comply with applicable provisions of the Workers' Compensation Act, the WorkSafeBC Occupational Health & Safety Regulation, and the City of Kelowna's health and safety program, including safe work procedures, training requirements, and injury reporting obligations. The Union and the Employer recognize their mutual commitment to maintain a healthy and safe workplace.

LOU 2 - Renew

LOU 3 – Renew

LOU 4 – Renew and update Gender Neutral Language

LOU 5 – Renew and update as follows:

Employees in the Instrumentation/Electrical Technician and Water or Wastewater Electrical Foreman classifications that have, upon hiring or obtain while employed, both the Electrical TQ and the Instrumentation TQ (with valid verification) ~~are eligible to~~ **will** receive a dual ticket premium of $3.00 per hour.

LOU 6 – Renew

LOU 7 (GEID) – NEW Agreed

LOU 8 (APPRENTICESHIP) – NEW – Agreed and update as follows:

Employees active in an apprenticeship program will not be permitted to utilize their seniority to compete on other City job postings until the completion of the program and the 2-year work term, **excluding permanent postings of the classification assigned in the apprenticeship program**.

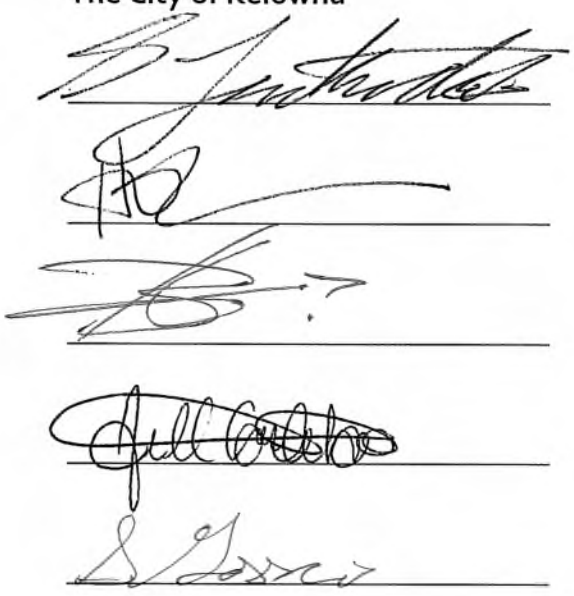
HOUSEKEEPING REMOVE: Redundant vacation article.

HOUSEKEEPING: Update language for current vacation article.

HOUSEKEEPING: Ensure the agreement is gender neutral

On behalf of:

The City of Kelowna



On behalf of:

CUPE 338

