

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CITY OF KELOWNA AIRPORT**



**YLW**

**Kelowna  
International  
Airport**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL NO 338**



*Canadian Union of Public Employees*

**JANUARY 1, 2020 – DECEMBER 31, 2026**

# TABLE OF CONTENTS

<b>ARTICLE 1</b>	<b>MANAGEMENT .....</b>	<b>1</b>
1.01	Management Rights .....	1
1.02	Transport Canada .....	1
<b>ARTICLE 2</b>	<b>UNION RECOGNITION AND BARGAINING UNIT .....</b>	<b>1</b>
2.01	Bargaining Agent .....	1
2.02	Application .....	2
2.03	Preservation of Bargaining Unit Work .....	2
<b>ARTICLE 3</b>	<b>NO DISCRIMINATION .....</b>	<b>2</b>
3.01	No Discrimination.....	2
3.02	No Discrimination, Harassment or Bullying Policy .....	2
3.03	Singular and Plural.....	2
<b>ARTICLE 4</b>	<b>UNION SECURITY .....</b>	<b>3</b>
4.01	Maintenance of Membership.....	3
<b>ARTICLE 5</b>	<b>CHECKOFF OF UNION DUES .....</b>	<b>3</b>
5.01	Checkoff .....	3
5.02	Condition of Continued Employment.....	3
5.03	Initiation Fee .....	3
5.04	Deductions .....	3
<b>ARTICLE 6</b>	<b>EMPLOYER SHALL ACQUAINT NEW EMPLOYEES .....</b>	<b>4</b>
6.01	Copies of the Collective Agreement .....	4
6.02	Intranet Site.....	4
<b>ARTICLE 7</b>	<b>LABOUR MANAGEMENT RELATIONS .....</b>	<b>4</b>
7.01	Representation .....	4
7.02	Joint Consultation Committee.....	4
7.03	Function of Joint Consultation Committee .....	4
7.04	Meetings of Committee .....	4
7.05	Time Off for Meetings .....	5
7.06	Collective Bargaining.....	5
7.07	Representatives of Canadian Union of Public Employees .....	5
<b>ARTICLE 8</b>	<b>RULES AND REGULATIONS .....</b>	<b>5</b>
8.01	Copies of All Rules and Regulations .....	5

<b>ARTICLE 9</b>	<b>GRIEVANCE PROCEDURE .....</b>	<b>5</b>
9.01	Permission to Leave Work.....	5
9.02	Definition of Grievance .....	5
9.03	Settling of Grievances .....	6
9.04	Policy Grievance.....	6
9.05	Replies in Writing.....	7
9.06	Employee May Discuss Their Own Personal Problem.....	7
9.07	Employer Grievance .....	7
9.08	Grievance on Safety, Excluding Airport Operations Specialists/Firefighters and Airport Specialist/Firefighter Crew Captains .....	7
<b>ARTICLE 10</b>	<b>ARBITRATION.....</b>	<b>7</b>
10.01	Single Arbitrator.....	7
10.02	Amending of Time Limits .....	7
10.03	Witnesses .....	7
<b>ARTICLE 11</b>	<b>DISCHARGE, SUSPENSION, DISCIPLINE.....</b>	<b>8</b>
11.01	Warnings .....	8
11.02	Procedure Upon Discharge or Suspension.....	8
11.03	Picket Line.....	8
11.04	Notification .....	8
11.05	Special Grievance .....	8
11.06	Reinstatement.....	8
11.07	Personnel File .....	9
<b>ARTICLE 12</b>	<b>SENIORITY .....</b>	<b>9</b>
12.01	Seniority Defined .....	9
12.02	Probationary Employees .....	9
12.03	Seniority List .....	10
12.04	Loss of Seniority.....	10
12.05	Office, Maintenance, Airport Operations Specialists/Firefighters and Airport Operations Specialist/Firefighter Crew Captains Staff Division for Layoff and Recall.	10
12.06	Retention of Seniority, Non-Bargaining Unit Positions .....	10
<b>ARTICLE 13</b>	<b>PROMOTIONS, DEMOTIONS AND TRANSFERS .....</b>	<b>11</b>



13.02	Job Posting .....	11
13.03	Posting Period .....	11
13.04	Trial Period.....	11
13.05	Placement of Disabled Employees.....	12
13.06	While on Vacation and/or Leave of Absence .....	12
13.07	Applications for Lateral Positions: .....	12
13.08	Temporary Job Opportunities .....	12
<b>ARTICLE 14</b>	<b>LAYOFFS AND RECALLS .....</b>	<b>12</b>
14.01	Inclement Weather or Emergency Conditions .....	12
14.02	Notice of Layoff .....	12
14.03	Layoff Order .....	12
14.04	Employee Responsibility .....	13
14.05	Recalls .....	13
14.06	Return to Work .....	13
14.07	Emergent or Short Term Work .....	13
<b>ARTICLE 15</b>	<b>HOURS OF WORK .....</b>	<b>13</b>
15.01	Hours of Work - Airport Operations Specialists/Firefighters and Airport Operations specialist/Firefighter Crew Captains .....	13
15.02	Hours of Work – Maintenance Staff and Other Employees .....	13
15.03	Hours of Work - Office .....	14
15.04	General.....	14
15.05	Rest Periods - Other Than Airport Operations Specialists/Firefighters and Airport Operations Specialists/Firefighter Crew Captains .....	14
15.04	Floating Schedule.....	14
<b>ARTICLE 16</b>	<b>OVERTIME.....</b>	<b>15</b>
16.01	Overtime Defined.....	15
16.02	Other Than Airport Operations Specialists/Firefighters and Airport Operations Specialist/Firefighter Crew Captains .....	15
<b>ARTICLE 17</b>	<b>CALL-OUTS .....</b>	<b>15</b>
17.01	Call-Out Defined .....	15
<b>ARTICLE 18</b>	<b>SHIFT PREMIUM - OTHER THAN AIRPORT OPERATIONS SPECIALISTS\FIREFIGHTERS AND AIRPORT OPERATIONS SPECIALISTS\FIREFIGHTER CREW CAPTAINS .....</b>	<b>15</b>
18.01	Premium Shift Defined .....	15



18.02	Premium.....	16
<b>ARTICLE 19</b>	<b>STATUTORY HOLIDAYS.....</b>	<b>16</b>
19.01	Statutory Holidays Listed .....	16
19.02	Entitlement Airport Operations Specialists/Firefighter Crew Captains and Airport Operations Specialists/Firefighters .....	16
19.03	Entitlement (Others) .....	17
<b>ARTICLE 20</b>	<b>ANNUAL VACATIONS.....</b>	<b>17</b>
20.01	Maintenance and Office .....	18
20.02	Airport Operations Specialists/Firefighters Crew Captain and Airport Operations Specialists/Firefighters.....	19
20.03	Granting of Vacation Leave .....	19
20.04	Termination of Employment – Regular Employees .....	20
20.05	Employees on Long Term Disability/WorkSafeBC .....	20
20.06	Employees on Layoff .....	20
<b>ARTICLE 21</b>	<b>HEALTH LEAVE.....</b>	<b>21</b>
21.01	Health Leave Defined .....	21
21.02	Health Leave Bank.....	21
21.03	Health Leave Pay.....	22
21.04	Workers’ Compensation .....	22
21.05	General Principals.....	23
21.06	Notice of Intent to Return to Work .....	23
<b>ARTICLE 22</b>	<b>REPORTING FOR WORK .....</b>	<b>24</b>
22.01	Minimum Pay.....	24
<b>ARTICLE 23</b>	<b>LEAVE OF ABSENCE.....</b>	<b>24</b>
23.01	Leave of Absence Without Pay.....	24
23.02	Leave for Union and Other Purposes .....	24
23.03	Conventions and Meetings .....	24
23.04	Bereavement Leave.....	24
23.05	Pregnancy Leave .....	25
23.06	Parental Leave .....	25
23.07	Employer May Require Pregnancy Leave .....	26
23.08	Duties of the Employer.....	26

23.09	Employment Deemed Continuous .....	27
23.10	Emergency Family Leave .....	27
23.11	Jury Duty or Court Witness .....	27
<b>ARTICLE 24</b>	<b>WAGES, SALARIES AND APPLICABLE PROVISIONS .....</b>	<b>27</b>
24.01	List of Current Classifications .....	27
24.02	Salary Ranges .....	28
24.03	Promotions, Demotions and Temporary Assignments .....	28
24.04	More Favourable Rate .....	28
24.05	No Pyramiding .....	28
<b>ARTICLE 25</b>	<b>NEW OR CHANGED CLASSIFICATION.....</b>	<b>29</b>
25.01	New Classification .....	29
25.02	Changed Classification .....	29
25.03	Abandonment .....	29
25.04	Extension of Time Limits .....	29
<b>ARTICLE 26</b>	<b>MUNICIPAL PENSION PLAN .....</b>	<b>29</b>
26.01	Public Sector Pension Plans Act .....	29
26.02	Airport Operations Specialist/Firefighters and Airport Operations Specialist/Firefighter Crew Captains .....	30
<b>ARTICLE 27</b>	<b>HEALTH AND WELFARE COVERAGE .....</b>	<b>30</b>
27.01	Group Life Insurance and Accidental Death and Dismemberment .....	30
27.02	Medical Services Plan .....	30
27.03	Extended Health Benefit .....	30
27.04	Dental Plan .....	30
27.05	General Principles .....	30
<b>ARTICLE 28</b>	<b>TECHNOLOGICAL CHANGE .....</b>	<b>31</b>
28.01	During the Term of This Agreement.....	31
28.02	Where Employer Introduces or Intends to Introduce.....	31
28.03	Arbitrator .....	31
28.04	Notice in Writing .....	32
<b>ARTICLE 29</b>	<b>GENERAL.....</b>	<b>32</b>
29.01	Use of Employer Facilities .....	32
29.02	Bulletin Boards .....	32

29.03	Job Related Liability Protection.....	32
29.04	Part Time Payment in Lieu of Fringe Benefits.....	33
29.05	Third Party Liability.....	33
29.06	AOS/FF & AOS/FF Crew Captain Training.....	33
<b>ARTICLE 30</b>	<b>TERM OF AGREEMENT .....</b>	<b>34</b>
30.01	Dates of Agreement.....	34
<b>SCHEDULE "A" HOURLY SALARIES GRID .....</b>		<b>35</b>
<b>LETTER OF UNDERSTANDING #1.....</b>		<b>36</b>
	RE: Job Training.....	36
<b>LETTER OF UNDERSTANDING #2.....</b>		<b>37</b>
	RE: Preservation of Bargaining Unit Work .....	37
<b>LETTER OF UNDERSTANDING #3.....</b>		<b>38</b>
	RE: Paid Time Off In Lieu of Worked Overtime (For Office, Maintenance and Other Employees).....	38
<b>LETTER OF UNDERSTANDING #4.....</b>		<b>39</b>
	RE: Airport Operations Specialist/Firefighter (AOSIFF) and Airport Operations Specialist/Firefighter Crew Captains (AOSIFF Crew Captains) Work Schedule Terms and Conditions .....	39
<b>LETTER OF UNDERSTANDING #5.....</b>		<b>42</b>
	RE: Mandatory Personal Protective Equipment.....	42
<b>LETTER OF UNDERSTANDING #6.....</b>		<b>45</b>
	RE: Acting AOS/FF Crew Captains .....	45



**AGREEMENT BETWEEN:**

**THE CITY OF KELOWNA AIRPORT,**  
(hereinafter called the "Employer") AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 338,**  
Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour  
Congress  
(hereinafter called the "Union")

**WITNESSETH:**

**WHEREAS** it is the interest of the parties hereto that this Agreement is entered into for the purpose of promoting and continuing the good relationship between the City of Kelowna Airport, hereinafter called the "Employer", and its employees represented by the Union; to secure prompt and equitable disposition of grievances, and to establish conditions of employment, rates of pay, and hours of work.

**THEREFORE,** the parties hereto and the employees of the Airport covered by this Agreement, covenant with each other as follows:

**ARTICLE 1           MANAGEMENT**

**1.01                 Management Rights**

The Union agrees that the management and control of the Employer's business and the direction and control of the Employer's work force are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this Agreement. The Union further recognizes and agrees that the Employer retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a specific provision of this Agreement.

**1.02                 Transport Canada**

Nothing in the Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulations given or made by Transport Canada (Air Regulations).

**ARTICLE 2           UNION RECOGNITION AND BARGAINING UNIT**

**2.01                 Bargaining Agent**

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for its employees covered by the certification granted to the Union by the Canada Labour Relations Board, August 19, 1977.

**2.02**

**Application**

- a) Employees whose jobs are not covered by Schedule "A" of this Agreement are hereby excluded from the terms and conditions of this Agreement.
- b) If, upon application to the Canada Labour Relations Board by either the Union or the Employer, or by the Association on behalf of the Employer, the said Board rules that any person whose job classification is not included in Schedule "A", is an employee within the meaning of the Canada Labour Relations Code and is included in the unit for which the Union is certified, the Employer shall forthwith institute a new classification for such person and all the provisions of Article 25 of this Agreement shall apply thereto.

**2.03**

**Preservation of Bargaining Unit Work**

It is further agreed that, except for incidental or emergent situations or except for employees of a bona fide contractor who are not in the bargaining unit for which the Union is certified, any person whose classification is not covered by the Agreement shall not perform work that is normally done by those employees who are deemed to be within the bargaining unit for which the Union is certified.

**ARTICLE 3**

**NO DISCRIMINATION**

**3.01**

**No Discrimination**

There shall be no discrimination, interference, restriction or coercion with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age or because of a criminal or summary conviction that is unrelated to employment, nor by reason of any employee's membership or non-membership in a trade union.

**3.02**

**No Discrimination, Harassment or Bullying Policy**

All personnel have the right to work without discrimination, harassment or bullying. Any complaints or misconduct will be dealt with in accordance with the City's Policy.

**3.03**

**Singular and Plural**

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

**ARTICLE 4            UNION SECURITY**

**4.01                    Maintenance of Membership**

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 the 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**

**5.01                    Checkoff**

As a condition of employment, every employee to whom the terms and conditions of this Agreement apply, whether a member of the Union or not, shall sign a check-off form authorizing the Employer to deduct from their earnings and to pay to the Union an amount equal to the current Union dues and assessments as established by the Union in accordance with its constitution and/or bylaws.

**5.02                    Condition of Continued Employment**

The Employer shall, as a condition of continued employment, deduct from the earnings of each employee an amount equal to the current union dues and assessments.

**5.03                    Initiation Fee**

Upon receipt of written authorization from an employee, the Employer shall deduct from their earnings an initiation fee in the amount established by the Union in accordance with Bylaws and shall forward such deduction to the Union in the manner provided for in Article 5.04. Should the dues structure change, the Union will meet with the Employer to ensure a minimum cost to the Employer for computer change, insofar as it affects normal monthly deductions.

**5.04                    Deductions**

Deductions shall be made on a bi-weekly basis and shall be forwarded to the Secretary-Treasurer of the Union after each second (2<sup>nd</sup>) pay period, accompanied by a list of the names of all employees from whose wages the deductions have been made stipulating the regular and gross wages of each employee for the period. Upon request from the Union, the Employer will supply contact information for all employees from whose wages the foregoing deductions have been made.



## **ARTICLE 6 EMPLOYER SHALL ACQUAINT NEW EMPLOYEES**

### **6.01 Copies of the Collective Agreement**

The Union will supply all new employees in the CUPE Bargaining Unit, including relief and part time employees, with a copy of this agreement. The Employer will include a CUPE representative and allow for a brief presentation in the Employee Orientation sessions.

### **6.02 Intranet Site**

The Employer will ensure the current Collective Agreement is available on the Intranet site where available.

## **ARTICLE 7 LABOUR MANAGEMENT RELATIONS**

### **7.01 Representation**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer or the Association without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the name of its officers, union stewards and authorized committee members. Similarly, the Employer and/or the Association will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### **7.02 Joint Consultation Committee**

A Joint Consultation Committee shall be appointed and consist of not more than three (3) representatives of the Employer, as appointees of the Employer, and not more than three (3) members of the Union, as appointees of the Union.

### **7.03 Function of Joint Consultation Committee**

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, and other working conditions arising during the term of this Agreement, shall be referred to the Joint Consultation Committee for discussion and, if possible, settlement by the Committee. Grievances, as defined in Article 9.02 of this Agreement, shall be dealt with under the provisions of Articles 9 and 10 and shall not be referred to the Joint Consultation Committee.

### **7.04 Meetings of Committee**

In the event the Union or the Employer wishes to call a meeting of the Joint Consultation Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than ten (10) calendar days after the request has been given.

**7.05 Time Off for Meetings**

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

**7.06 Collective Bargaining**

Where permission has been granted to employees who are representatives of the Union to leave their employment to carry on collective bargaining with the Association with respect to the renewal of this Agreement, they shall suffer no loss of pay whilst acting in such capacity.

**7.07 Representatives of Canadian Union of Public Employees**

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

**ARTICLE 8 RULES AND REGULATIONS**

**8.01 Copies of All Rules and Regulations**

Copies of all rules and regulations made by the Employer for the government of employees in the Bargaining Unit shall be forwarded to the Union and shall be posted on all bulletin boards or by other means of communication.

**ARTICLE 9 GRIEVANCE PROCEDURE**

**9.01 Permission to Leave Work**

Union Stewards and members of the Grievance Committee shall be permitted time off to handle grievances without loss of pay, provided they have first sought and obtained permission from their immediate supervisor to absent themselves from their regular duties for that purpose, which permission shall not be unreasonably withheld.

**9.02 Definition of Grievance**

"Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action or relating to employment where it is alleged that the Employer has acted unjustly. "Party", as used in Articles 9 and 10 of this Agreement, shall mean the Union and it shall also mean the Employer. All grievances shall be finally and conclusively settled in the manner set out in this Article without slow-down or stoppage of work.

## 9.03

### Settling of Grievances

#### Step 1

The employee concerned, in person, with their Union Steward in attendance, shall first seek to settle the grievance with the immediate Supervisor or person holding an equivalent position, within twenty-five (25) days from the time the grievance became known to the employee or, in the case of a policy grievance, to the Union.

Where an employee claims denial of selection on a job posting, the employee must file their grievance within ten (10) days of receiving such notice

#### Step 2

If a satisfactory settlement is not reached within three (3) working days after a grievance was first discussed under Step 1, the grievance shall be submitted, in writing, to the Airport Director, with a copy to the Human Resources Department.

Within five (5) working days of receipt of the grievance, the aggrieved employee, in person with the Union's Grievance Committee and any necessary witnesses, will meet with the Employer's Grievance Committee and any necessary witnesses, in an effort to resolve the grievance.

The Employer's Grievance Committee may be comprised of the affected Superintendent, the Airport Director and a Representative of the Human Resources Department.

At the grievance meeting held between the Parties, both Parties shall present and hear all of the known evidence and facts related to the dispute. Both Parties commit to bringing forward all known evidence and facts of the case and not to withhold any known evidence or facts, in the best interests of resolving the dispute to the benefit of the Parties and the Grievor.

Should the dispute remain unresolved following this meeting, the Parties shall be restricted to using only that evidence and those facts relied upon at the grievance meetings in any arbitration proceedings.

Should either of the Parties become aware of any relevant or pertinent evidence or facts related to the dispute following the grievance meeting, which were unknown to that Party at the time of the grievance meeting, the Party shall be obligated to immediately inform the other Party of the new information.

Failure to provide such information to the other Party prior to any arbitration proceeding into the dispute shall disqualify that Party from relying on such new information at any arbitration proceeding into that dispute.

#### Step 3

If a satisfactory settlement is not reached within seven (7) days after the grievance was submitted under Step 2, the Union may refer the grievance to Arbitration as set out in Article 10.

## 9.04

### Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be bypassed.



9.05

**Replies in Writing**

Replies to grievances shall be in writing at all stages following Step 1.

9.06

**Employee May Discuss Their Own Personal Problem**

Nothing in this Article shall be interpreted as preventing an employee from discussing their own personal problem with their immediate foreman or person holding an equivalent position.

9.07

**Employer Grievance**

The Employer may submit a grievance in writing to the Union, upon receipt of which the Union, through one (1) or more of its Officers or the Grievance Committee, shall meet with the Municipal Administrator or person holding an equivalent position, or their authorized representative, with a view to bringing about a settlement. If a satisfactory settlement is not reached within seven (7) days after the Employer submitted the grievance in writing to the Union, the Employer may refer the grievance to an Arbitrator as set out in Article 10.

9.08

**Grievance on Safety, Excluding Airport Operations Specialists/Firefighters and Airport Specialist/Firefighter Crew Captains**

An employee, or group of employees, who on reasonable grounds, believe they are being required to work under conditions which are unsafe, shall have the right to immediately file a grievance at Step 2 of the Grievance Procedure. Until the grievance has been disposed of by the Airport Director, or their authorized representative, at Step 2 of Article 9.03, the employee or employees concerned shall have the right to refuse to work under the alleged unsafe conditions.

**ARTICLE 10**

**ARBITRATION**

10.01

**Single Arbitrator**

The parties shall mutually agree on an Arbitrator. If the parties fail to mutually agree on an Arbitrator within twenty (20) days from the Union's or Employer's notification of intent to proceed to Arbitration either party may apply to the Minister of Labour to appoint an Arbitrator.

The parties will equally share the cost of the Arbitrator's fees and expense.

10.02

**Amending of Time Limits**

Time limits mentioned in Articles 9 and 10 refer to clear calendar days and may only be extended by mutual agreement of the parties in writing.

10.03

**Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee concerned as witness and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

## **ARTICLE 11 DISCHARGE, SUSPENSION, DISCIPLINE**

### **11.01 Warnings**

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the employee involved, with a copy thereof to the Secretary of the Union.

### **11.02 Procedure Upon Discharge or Suspension**

Discharge or suspension of an employee shall be for proper cause.

### **11.03 Picket Line**

Proper cause shall not include the refusal of an employee to cross a picket line maintained at the premises of the Employer by other employees of the Employer who are engaged in a legal strike.

### **11.04 Notification**

Where the Employer considers that just cause exists for dismissal of an employee, such dismissal shall not go into effect until the employee has been so notified and a period of up to forty-eight (48) hours has elapsed from the time of such notification. During the period, the employee concerned shall be suspended without pay and the Employer shall review the circumstances involved. At the conclusion of the said period the Employer shall either proceed with the dismissal or impose a lesser penalty. In the event the Employer finds that disciplinary action is not warranted, or that suspension is too severe, the employee shall be reinstated with payment for such time that they may have lost from work as a result of having been suspended.

### **11.05 Special Grievance**

A claim by an employee that they have been discharged or suspended for other than proper cause shall be treated as a special grievance and shall be submitted at Step 2 of Article 9.03.

### **11.06 Reinstatement**

Should it be found upon investigation that an employee has been suspended or discharged for other than proper cause, such employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to 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 an Arbitrator, if the matter is referred to such.

11.07

### **Personnel File**

The Employer agrees that all employees will have access to their personnel file and may review same in the presence of the Director of Human Resources or their designate. To obtain access to their personnel file, the said employee will forward the appropriate request in writing to the Director of Human Resources who will deal with the said request within a reasonable time. Any employee may respond in writing to any report on their personnel file and such response will become a part of the file.

## **ARTICLE 12**

### **SENIORITY**

12.01

#### **Seniority Defined**

Seniority shall be measured by length of service with the Employer for the purposes of vacation selection in the bargaining unit and, except as provided in Article 12.05, shall operate on a bargaining unit-wide basis.

For the purpose of consideration for a posted position only, the reference to bargaining unit-wide basis, as contained in this Article, shall also include the City of Kelowna municipal employees.

A separate seniority list of AOS/firefighters shall be maintained by the Employer. Newly hired AOS/firefighters shall be placed at the bottom of this list for the purposes of consideration for a posted position within the Collective Agreement.

12.02

#### **Probationary Employees**

a) Office, Maintenance and other Employees

New employees shall be considered to be probationary employees until they have been continuously employed for six (6) months, and during such probationary period they shall not be entitled to seniority and may be discharged for any reason. At the end of such probationary period, an employee shall be entered on the seniority list as of their original date of employment.

b) Airport Operations Specialists/Firefighters

New employees shall be considered to be probationary employees until they have been continuously employed for nine (9) months. If, at the conclusion of that period, or sooner if the employee's service is not considered satisfactory for any reason, the employee will be terminated. During such probationary period they shall not be entitled to seniority. At the end of such probationary period, an employee shall be entered on the seniority list as of their original date of employment.



**12.03****Seniority List**

The Employer shall prepare a Seniority List, to be posted on the bulletin boards on or before the first (1<sup>st</sup>) day of April each year, showing the seniority standing of each employee covered by this Agreement. This list shall be subject to correction upon proper representation by the Union.

When two (2) or more Employees are hired on the same day, the employee with the greater seniority shall be determined by the drawing of straws and such order of seniority shall remain in effect on a go forward basis.

**12.04****Loss of Seniority**

- c) Except as provided in Subsection (b), an employee shall not lose their seniority if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.
- d) An employee shall lose their seniority in the event:
  - i) They are discharged for just cause;
  - ii) They resign;
  - iii) They are absent from work in excess of five (5) working days without approval, unless it was not reasonably possible to contact the Employer to request such approval;
  - iv) They fail to return to work following a layoff, within the period prescribed in Article 14.05, unless unable to do so because of sickness, or other cause acceptable to the Employer;
  - v) They are laid off for a period longer than one (1) year.
  - vi) They are absent from work because of sickness or accident for a period of thirty-six (36) months.
- e) When an employee loses their seniority their right to continued employment and/or to re-employment shall cease. In the event of re-employment, such person shall start as a new employee and their right to seniority and other benefits based upon their length of service with the Employer shall be calculated from their date of re-employment.

**12.05****Office, Maintenance, Airport Operations Specialists/Firefighters and Airport Operations Specialist/Firefighter Crew Captains Staff Division for Layoff and Recall**

Seniority shall prevail on the basis of Office, Maintenance and Airport Operations Specialist/Firefighter Staff Division for the purpose of layoff and/or recall.

**12.06****Retention of Seniority, Non-Bargaining Unit Positions**

Employees promoted or transferred to supervisory or other positions not subject to this agreement shall retain their seniority in the bargaining unit only for the duration of any trial/probation period in the new position; nevertheless, for a period not exceeding six (6) months, at which time they shall forfeit their seniority in the bargaining unit.

## **ARTICLE 13 PROMOTIONS, DEMOTIONS AND TRANSFERS**

### **13.01 Seniority to Apply**

Promotions, demotions and transfers shall be made on the basis of seniority, provided the employee concerned possesses the necessary qualifications, skill, knowledge and ability to efficiently fulfill the job requirements.

### **13.02 Job Posting**

If a job vacancy occurs, or a new position is created which comes within the scope of this Agreement, notice of such vacancy or new position shall be posted in a manner which gives all employees in all departments covered by this Agreement adequate access to the information contained in such notice.

### **13.03 Posting Period**

Such vacancy or new position shall not be permanently filled until seven (7) calendar days have elapsed after the posting of such notice. Transfers of successful applicants will be made as soon as possible.

### **13.04 Trial Period**

- a) When a job vacancy or new position is filled on a permanent basis by a full time employee that has completed probation, the employee will be on a trial period for three (3) months.

During the three (3) month trial period, the Employer shall review the service of the employee while on the job. If such service has proven satisfactory the Employer shall confirm the employee on the job.

If within the first (1<sup>st</sup>) month the employee requests, in consultation with their supervisor, to be returned to their former position the Employer will consider their request. If the request is granted, Article 13.07 will apply. Such requests will not be unreasonably withheld.

If the employee's service is not deemed to be satisfactory, the Employer may extend the trial period for not more than three (3) additional months, or shall return the employee to their former job, or shall place them on other work consistent with their qualifications, skill, knowledge and ability to efficiently fulfill the job requirements, in which case the employee shall be paid not less than the rate of pay they were in receipt of when last employed on their former job.

- b) When an Airport Operations Specialist/Firefighter job vacancy is filled on a permanent basis by a full time employee that has completed probation, the employee will be on a trial period for nine (9) months.

During the nine (9) month trial period, the Employer shall review the service of the employee while on the job. If such service has proven satisfactory the Employer shall confirm the employee in the Airport Operations Specialist/Firefighter job.

**13.05**

**Placement of Disabled Employees**

Subject to Article 12.04 (b) (vi) and Article 21.06, employees who have become unable to handle their regular jobs or employees who are partially disabled through sickness or accident will be given preference for such work as is suitable and available.

**13.06**

**While on Vacation and/or Leave of Absence**

If an employee is to be considered for posted positions while on vacation or on a leave of absence, the employee should apply on-line during their leave or submit a written request to the Human Resources Department prior to the commencement of the leave. The written notification must include a list of the positions or classifications for which the employee would like to be considered.

**13.07**

**Applications for Lateral Positions:**

An employee may not apply for a posting at the same or lower pay grade than their current posted assignment until they have been in that current position for a period of one (1) year.

**13.08**

**Temporary Job Opportunities**

Temporary job opportunities resulting from the absence of an employee through illness, accident, vacation, or approved leave of absence, or extra workload, of greater than six (6) months shall be posted. The successful applicant will return to their former position upon completion of the temporary term.

The Employer will be required to post only the original vacancy plus one (1) backfill position.

**ARTICLE 14**

**LAYOFFS AND RECALLS**

**14.01**

**Inclement Weather or Emergency Conditions**

The provisions of Article 14 shall not apply in the event of a suspension of work due to inclement weather or emergency conditions beyond the control of the Employer for up to two (2) shifts.

**14.02**

**Notice of Layoff**

The Employer shall notify employees with seniority rights who are to be laid off, five (5) working days before layoff is to be effective.

**14.03**

**Layoff Order**

In the event of layoff, probationary employees shall be laid off first (1<sup>st</sup>), and thereafter employees shall be laid off in reverse order of seniority, provided that there are available employees with seniority who are qualified and willing to do the work of employees laid off.



**14.04 Employee Responsibility**

It shall be the responsibility of a laid off employee to keep the Employer informed of their current address and telephone number at which they may be contacted.

**14.05 Recalls**

In the case of employees who have completed the probationary period and are laid off due to lack of work, such employees shall be entitled to recall for employment in order of seniority, provided they are qualified to do the work available.

**14.06 Return to Work**

Such employees shall return to work within five (5) working days (or such longer period as may be mutually agreed upon) after recall notice has been received.

**14.07 Emergent or Short Term Work**

When emergent or short term work of less than five (5) working days occurs, the Employer may recall employees out of order of seniority and the provisions of Article 14.05 shall not apply.

**ARTICLE 15 HOURS OF WORK**

**15.01 Hours of Work - Airport Operations Specialists/Firefighters and Airport Operations specialist/Firefighter Crew Captains**

When hours of work are scheduled for employees, they shall be scheduled so that employees work an average of forty-two (42) hours per week over the life of their schedule.

The preferred shift schedule shall be two (2) day shifts followed by two (2) overnight shifts followed by four (4) consecutive days off provided that this schedule meets efficiency and service requirements.

Management reserves the right to change shift schedules with sixty (60) days' notice when such change is needed to maximize operational efficiency and/or service to customers due to changes such as passenger counts, revenue streams, increased operating costs and regulatory issues.

The Airport Operations Specialist/Firefighter shift schedule will be reviewed annually by the parties to determine if it continues to meet the Airport's strategic direction, operational plans and supporting objectives including: responsive customer service, financial viability, efficiencies and maximizing its human resources value.

**15.02 Hours of Work – Maintenance Staff and Other Employees**

When hours of work are scheduled for employees, they shall be scheduled so that employees work an average of forty (40) hours per week over the life of their schedule.

15.03

#### **Hours of Work - Office**

When hours of work are scheduled for full time employees, they shall be scheduled so that employees work an average of thirty-five (35) hours per week over the life of their schedule. In the event that an expansion of office hours is required the Employer will consult with the Union. No expansion is expected with the initial three (3) years of the agreement.

15.04

#### **General**

- a) The scheduling of hours of work and establishment of shift schedules shall be done by the Employer. A shift schedule shall be established and provided to each employee.
- b) The Employer agrees that changes in shift schedules will be reviewed with the Union.  
  
Generally, such changes to the schedule will be necessary where operational requirements must be met, including efficient operations of the Aircraft Rescue Fire Fighting Service and the provisions of service to the public.
- c) Provided advance approval has been granted by the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

15.05

#### **Rest Periods - Other Than Airport Operations Specialists/Firefighters and Airport Operations Specialists/Firefighter Crew Captains**

Employees shall be permitted a paid fifteen (15) minute rest period in the first (1<sup>st</sup>) half (½) of the work day and a second (2<sup>nd</sup>) such rest period in the second (2<sup>nd</sup>) half (½) of the work day.

15.04

#### **Floating Schedule**

The Employer may assign up to two (2) AOS/FF's to a floating schedule under the following conditions:

- d) Schedules will be subject to seventy-two (72) hours' notice of change, unless mutually agreed by the employee and the supervisor.
- e) Employees will be guaranteed an average of forty-two (42) hours per week totaling two thousand one hundred eighty-four (2184) hours over the period of one (1) year.
- f) Assignment of these positions will be to the most junior AOS/FF unless mutually agreed to by the parties.
- g) The current number of regular AOS/FF positions shall not be diminished.
- h) Additional AOS/FF's with a floating schedule may be added by the mutual agreement of the parties and will not be unreasonably withheld by the Union.

**ARTICLE 16 OVERTIME**

**16.01 Overtime Defined**

- a) All time worked beyond regular shifts, at the request of the Airport Director, shall be paid at the rate of time and one-half (1½) for the first (1<sup>st</sup>) two (2) hours and double time (2T) thereafter.
- b) All time worked by an employee on their day of rest shall be paid at two times (2T) their regular earnings.
- c) All overtime must be authorized by the Airport Director or their designate. In emergency conditions, as applicable to the Airport Operations Specialists/Firefighters, the Airport Operations Specialists/Firefighter Crew Captains may authorize overtime.
- d) Airport Emergency Services Personnel who work overtime before or after their shift will be paid in fifteen (15) minute segments during which period they will remain on duty.

**16.02 Other Than Airport Operations Specialists/Firefighters and Airport Operations Specialist/Firefighter Crew Captains**

An employee who is required to remain at work following the end of their normal work day shall be entitled to a paid fifteen (15) minute rest period after they have completed two (2) hours of overtime work, provided such overtime work is to extend for a period of time in excess of the said two (2) hours.

**ARTICLE 17 CALL-OUTS**

**17.01 Call-Out Defined**

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 into work before their regular starting time, or who was previously instructed to report to work before their regular starting time, shall be paid double (2T) 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 (2T) time rate. The two (2) hour minimum guarantee shall not apply when a call-out extends into an employee's normal working hours.

**ARTICLE 18 SHIFT PREMIUM - OTHER THAN AIRPORT OPERATIONS SPECIALISTS\FIREFIGHTERS AND AIRPORT OPERATIONS SPECIALISTS\FIREFIGHTER CREW CAPTAINS**

**18.01 Premium Shift Defined**

A premium shift is defined as any shift that commences or ends between the hours of 6:00 p.m. in one (1) day and 6:00 a.m. the following day.



**18.02 Premium**

An employee shall receive a premium of thirty-five cents (35¢) per hour for all scheduled hours worked on a premium shift.

**ARTICLE 19 STATUTORY HOLIDAYS**

**19.01 Statutory Holidays Listed**

The following days shall be designated paid holidays for employees:

New Year's Day	Labour Day
Family Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

and any other day proclaimed or declared by the Federal, Provincial or Municipal Government.

**19.02 Entitlement Airport Operations Specialists/Firefighter Crew Captains and Airport Operations Specialists/Firefighters**

- a) Following completion of one (1) year of continuous service, based on the anniversary date of December 31<sup>st</sup>, all employees will be compensated for working statutory holidays at time and a half (1½x) and built into the shift schedule. The scheduled hours greater than two thousand one hundred and eighty-four (2184) will be scheduled off by mutual agreement or at the end of each year will be paid out at straighttime.
- b) For service less than one (1) year, the employee will be compensated for working statutory holiday(s) in the form of time off, based on one and a half (1½) shifts for each statutory holiday which occurs after commencement of employment subject to Article 19.03 (c).
- c) No employee shall receive pay for a statutory or public holiday unless they have been continuously employed for a period of thirty (30) calendar days immediately preceding the holiday. A layoff which starts and ends within that thirty (30) day period but does not exceed five (5) calendar days shall not be deemed to be a break in service for the purpose of this section.

**19.03**

**Entitlement (Others)**

- d) If a statutory or public holiday falls on a non-working day, the Employer may declare that the working day immediately preceding the holiday or the working day immediately following the holiday shall be observed in lieu of the said holiday.
- e) Subject to the provisions of (e), should a statutory or public holiday be observed on a day that is a non-working day for an employee, such employee shall be given a holiday with pay at some other time not later than their next annual vacation, or the termination of his/her employment, whichever first occurs.
- f) **Payment for Statutory Holidays**  
Subject to the provisions of Section (e), employees to whom Section (b) does not apply shall receive holiday pay at their regular rates of pay for each of the statutory or public holidays mentioned in Article 19.01.
- g) If an employee is required to work on a statutory or public holiday they shall, in addition to their holiday pay, be paid at double (2T) their regular or equivalent hourly rate for all hours worked by them.
- h) No employee shall receive holiday pay for a statutory or public holiday unless they have been continuously employed for a period of thirty (30) calendar days immediately preceding the holiday. A layoff, which starts and ends within that thirty (30) day period, but does not exceed five (5) calendar days, shall not be deemed to be a break in service for the purpose of this section.
- i) **Holiday Occurring During Annual Vacation**  
Should a statutory or public holiday occur during an employee's annual vacation period, the employee shall be given an extra day's vacation with pay in lieu of payment of such holiday and shall indicate a statutory or public holiday on their time card.

**ARTICLE 20**

**ANNUAL VACATIONS**

**Definition of Vacation Year**

The term "vacation year", as used in this Agreement, shall mean the twelve (12) month period running from January 1<sup>st</sup> to December 31<sup>st</sup> of the previous calendar year.

**Anniversary Date**

On December 31<sup>st</sup> of each year, employees are credited with an anniversary date, regardless of when employment commenced in the previous twelve (12) months.

**Maintenance and Office**

Effective the first (1<sup>st</sup>) of the calendar year, following the year an employee enters service with the Employer, they shall be entitled to annual vacations in accordance with the following schedule:

Accumulated service from date of entering service to December 31<sup>st</sup> of ten (10) complete months or more - fifteen (15) working days.

Accumulated service at December 31<sup>st</sup> of less than ten (10) complete months - one and one half (1½) days for each complete month of service.

**Employee With One (1) Year Service**

An employee who has completed one (1) but less than nine (9) years' service at the end of the vacation year shall be entitled to a paid vacation of three (3) calendar weeks. Effective January 1, 2016 the nine (9) years of service will be reduced to five (5). Payment for such vacation shall be at the employee's rate of pay as at the time of vacation.

**Employee With Five (5) Years' Service (Effective January 1, 2016)**

An employee who has completed five (5) but less than six (6) years' service at the end of the vacation year shall be entitled to a paid vacation of sixteen (16) calendar days. Payment for such vacation shall be at the employee's rate of pay as at the time of vacation.

**Employee With Six (6) Years' Service (Effective January 1, 2016)**

An employee who has completed six (6) but less than seven (7) years' service at the end of the vacation year shall be entitled to a paid vacation of seventeen (17) calendar days. Payment for such vacation shall be at the employee's rate of pay as at the time of vacation.

**Employee With Seven (7) Years' Service (Effective January 1, 2016)**

An employee who has completed seven (7) but less than eight (8) years' service at the end of the vacation year shall be entitled to a paid vacation of eighteen (18) calendar days. Payment for such vacation shall be at the employee's rate of pay as at the time of vacation.

**Employee With Eight (8) Years' Service (Effective January 1, 2016)**

An employee who has completed eight (8) but less than nine (9) years' service at the end of the vacation year shall be entitled to a paid vacation of nineteen (19) calendar days. Payment for such vacation shall be at the employee's rate of pay as at the time of vacation.

**Employee With Nine (9) Years' Service**

An employee who has completed nine (9) but less than seventeen (17) years' service at the end of the vacation year shall be entitled to a paid vacation of four (4) calendar weeks. Payment for such vacation shall be at the employee's rate of pay as at the time of vacation.



### **Employee With Seventeen (17) Years' Service**

An employee who has completed seventeen (17) but less than twenty-one (21) years' service at the end of the vacation year shall be entitled to a paid vacation of five (5) calendar weeks. Payment for such vacation shall be at the employee's rate of pay as at the time of vacation.

### **Employee With Twenty-one (21) Years' Service**

An employee who has completed twenty-one (21) or more years of service at the end of the vacation year shall be entitled to a paid vacation of six (6) calendar weeks. Payment for such vacation shall be at the employee's rate of pay as at the time of vacation.

20.02

### **Airport Operations Specialists/Firefighters Crew Captain and Airport Operations Specialists/Firefighters**

Airport Operations Specialist/Firefighters and Airport Operations Specialist/Firefighter Crew Captains' vacation entitlement will be equalized with other employees' vacation entitlement as provided for in 20.01 in relation to the shift schedule that is being worked; based on a no gain or loss principle.

20.03

### **Granting of Vacation Leave**

- a) If the parties agree, vacations shall be scheduled in advance of the beginning of the calendar year. Preference in choice of vacation shall be determined by the parties to allow flexibility in scheduling. Should a conflict arise between two (2) or more employees, seniority shall be the deciding factor so long as the vacation request was submitted prior to March 31<sup>st</sup> of that year.
- b) Annual vacations shall commence on the first (1<sup>st</sup>) day back on shift after regular days off.
- c) Vacations shall be taken in the year following the year they are earned and cannot be postponed without the written consent of the Employer.
- d) Vacation Pay  
Employees shall be paid for vacation entitlement at their classified rate of pay.
- e) New full time employees may schedule vacation after six (6) months' continuous service or when an employee becomes eligible to have their name entered on the seniority list. Vacation days scheduled in a new employee's first (1<sup>st</sup>) year will reduce their earned vacation days in the following year.

**20.04 Termination of Employment – Regular Employees**

In the event of termination of employment, the provision of the Annual and General Holidays Act shall apply; except that, in the case of an employee who has not been discharged for proper cause and who has given the Employer fourteen (14) calendar days' notice of termination, the basis of calculation shall be six percent (6%) of their total earnings if they have over one (1) year service, eight percent (8%) of their total earnings if they have over nine (9) years' service and ten percent (10%) of their total earnings if they have over nineteen (19) years' service.

**20.05 Employees on Long Term Disability/WorkSafeBC**

Employees will not accrue vacation entitlement while on Long Term Disability or while on Workers' Compensation exceeding twenty-six (26) weeks.

An employee who is on Long Term Disability Benefits and who participates in a Transitional Return to Work Program may earn vacation credits on a pro-rata basis. Vacation credits may be earned only for that period on the Program immediately coincident with an employee's return to full time active employment. Vacation credits are not earned for any other time worked on the Program where an employee's participation was stopped or suspended for any reason.

**20.06 Employees on Layoff**

The Vacation provisions of this Article shall apply as follows to an employee who is laid off.

For each of the first (1<sup>st</sup>) nine (9) years of service, as calculated under the provisions of Article 20, six percent (6%) of their total earnings during the current calendar year, to be paid to them at the time of layoff; or if the employee so elects, to be paid to them as vacation pay during the following calendar year when they may take a vacation not exceeding three (3) calendar weeks.

For the tenth (10<sup>th</sup>) and up and including the seventeenth (17<sup>th</sup>) year of service, as calculated under the provisions of Article 20, eight percent (8%) of their total earnings during the current calendar year, to be paid to them at the time of layoff; or if the employee so elects, to be paid to them as vacation pay during the following calendar year when they may take a vacation not exceeding four (4) calendar weeks.

For the eighteenth (18<sup>th</sup>) and up and including the twenty-first (21<sup>st</sup>) year of service, as calculated under the provisions of Article 20, ten percent (10%) of their total earnings during the current calendar year, to be paid to them at the time of layoff; or if the employee so elects, to be paid to them as vacation pay during the following calendar year when they may take a vacation not exceeding five (5) calendar weeks.



For the twenty-second (22<sup>nd</sup>) and subsequent years of service, as calculated under the provisions of Article 20, twelve percent (12%) of their total earnings during the current calendar year, to be paid to them at the time of layoff; or if the employee so elects, to be paid to them as vacation pay during the following calendar year when he/she may take a vacation not exceeding six (6) calendar weeks.

An employee who is paid their vacation entitlement at time of layoff shall not be entitled to a paid vacation during the following calendar year.

## **ARTICLE 21 HEALTH LEAVE**

### **21.01 Health Leave Defined**

Health leave is a period of time that an employee is permitted to be absent from work due to illness, emergency family leave (Article 23.10) and various health related absences including medical, dental, paramedical and counselling appointments. Health related medical appointments are generally expected to be scheduled outside of regular working hours. Where this is not possible, they are to be scheduled so as to minimize any disruption of the work day.

### **21.02 Health Leave Bank**

Employees shall accrue health leave at a rate of one half (½) "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 three (3) "days" health leave upon qualification for health leave under 21.05 (b). Health leave accrues each biweekly in accordance with the following formula:

One half (½) "day" X (twelve (12) (months) X employee's average hours per work day)

Twenty-six (26)(biweekly pay periods/year)

An employee who works a thirty-five (35) hour work week, or a shift schedule based on an average thirty-five (35) hour work week (seven (7) hour average work day), shall accrue health leave at a rate of one point six zero nine nine (1.6099) hours each biweekly pay period to a maximum of seventy (70) hours.

An employee who works a forty (40) hour work week, or a shift schedule based on an average forty (40) hour work week (eight (8) hour average work day), shall accrue health leave at a rate of one point eight three nine nine (1.8399) hours each biweekly pay period to a maximum of eighty (80) hours.

An employee who works a thirty-eight point five (38.5) hour work week, or a shift schedule based on an average thirty-eight point five (38.5) hour work week (seven point seven (7.7) hour average work day), shall accrue health leave at a rate of one point seven seven zero nine (1.7709) hours each biweekly pay period to a maximum of seventy-seven (77) hours.



An employee who works a forty-two (42) hour work week, or a shift schedule based on an average forty-two (42) hour work week (eight point four (8.4) hour average work day), shall accrue health leave at a rate of one point nine three one nine (1.9319) hours each biweekly pay period to a maximum of eighty-four (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 is not paid by the Employer on active payroll, including, but not limited to, any time while on LTD, WorkSafeBC beyond twenty-six (26) weeks, layoff or any other unpaid leave, excluding pregnancy and parental leave.

### **21.03**

#### **Health Leave Pay**

Pay, for health leave, shall be deducted from the employee's health leave bank on an equivalent and actual time basis to a maximum of five (5) days per health leave claim, subject to the balance in the employee's health leave bank. An employee must follow any and all requirements of the Employer to qualify for health leave pay.

Commencing the sixth (6<sup>th</sup>) day of a continuous absence, to a maximum of twenty-six (26) weeks from the first (1<sup>st</sup>) day of health leave, an employee who continues to qualify for health leave shall receive seventy percent (70%) of gross regular weekly earnings through a Wage Indemnity Plan. The employee shall pay the premium for the Wage Indemnity Plan. Health and welfare benefits and their premium cost share arrangement will continue during any period of Wage Indemnity.

An employee who participates in a Return to Work Program while drawing Wage Indemnity benefits will have his/her Wage Indemnity benefit augmented so as to provide one hundred percent (100%) of the employee's normal net take home pay, subject to normal benefit and statutory deductions.

### **21.04**

#### **Workers' Compensation**

Where disability benefits are payable under the Workers' Compensation Act, the employee shall have their WorkSafeBC benefits augmented by the Employer so as to provide one hundred percent (100%) of the employee's normal net take home pay. Such earnings will be subject to normal benefit and statutory deductions. The wage augmentation only will be payable to a maximum of twenty-six (26) weeks per claim.

In the event that the WorkSafeBC rejects a claim, or during a period of WorkSafeBC delay prior to accepting a claim, the Employer will pay full regular earnings to the employee for as long a period as the employee has vacation, overtime, or other banked credits. Where the WorkSafeBC subsequently accepts the employee's claim, the employee's pay shall be recalculated, retroactively, for the period of the claim. In the event that the WorkSafeBC rejects a claim, the Employer will immediately forward the claim to the Wage Indemnity Plan.

An employee who has received Workers' Compensation in excess of twenty-six (26) weeks and who participates in a Transitional Return to Work Program may earn vacation credits on a pro-rata basis. Vacation credits may be earned only for that period on the Program immediately coincident with an employee's return to full time active employment. Vacation credits are not earned for any other time worked on the Program where an employee's participation was stopped or suspended for any reason.

#### 21.05

##### **General Principals**

- a) Participation in the Wage Indemnity Plan is mandatory.
- b) Coverage for health leave commences after three (3) months continuous service. Wage Indemnity, commences the date of completion of six (6) months continuous service or when an employee becomes eligible to have their name entered on the seniority list.
- c) The Southern Interior Municipal Employers Association (SIMEA) is the Policyholder and administrator of the Wage Indemnity Plan.
- d) Surplus funds available as a result of positive claims experience under an ASO Wage Indemnity plan will be used to off-set or postpone increased premiums. The Employer will provide the Union with an annual report on the status of the Wage Indemnity account.

#### 21.06

##### **Notice of Intent to Return to Work**

In any case where an employee has been absent due to illness or injury for a period of time in excess of one (1) month, the employee shall provide their Supervisor with notice of intent to return to work as follows:

- e) One (1) to six (6) months' leave – two (2) days' notice;
- f) Six (6) to eighteen (18) months' leave – one (1) week's notice;
- g) Eighteen (18) to thirty-six (36) months' leave – one (1) months' notice.

If an employee has been absent due to illness or injury for twelve (12) months, the employee relinquishes the right to their position and the Employer can post the position. If the Employer is satisfied that an employee will be medically fit to return to work after twelve (12), but before thirty-six (36), months has elapsed from the original date of absence, the employee will be placed in accordance with Article 13.05 or, at the Employers discretion, will be allowed to 'bump'. Notwithstanding the foregoing, if the Employer agrees, based on medical evidence, that an employee will be medically fit to return to work after twelve (12), but before eighteen (18), months has elapsed from the original date of absence, the Employer may delay posting for up to the end of that eighteen (18) month period.



**ARTICLE 22      REPORTING FOR WORK**

**22.01            Minimum Pay**

An employee reporting for work on their regular shift shall be paid their regular rate of pay for all hours worked, with a minimum of two (2) hours' pay if they do not commence work and a minimum of four (4) hours' pay if they do commence work.

**ARTICLE 23      LEAVE OF ABSENCE**

**23.01            Leave of Absence Without Pay**

The Employer shall grant leave of absence without pay and without loss of seniority to an employee requesting such leave for good and sufficient reason, provided the employee's request is in writing and that the granting of such leave shall be subject to the Employer's approval.

**23.02            Leave for Union and Other Purposes**

An employee who is elected to a full-time position with the Canadian Union of Public Employees or any trade-union body with which the Union is affiliated, or who is elected to public office, shall, if they so request in writing, be granted leave of absence without pay and without loss of seniority for a period not exceeding one (1) year. Such leave may be renewed by mutual agreement between the Employer and the Union.

**23.03            Conventions and Meetings**

In addition to the leaves allowed under Article 23.02, at the request of the Union, and by mutual agreement between the Employer and the Union, leave of absence without pay will be granted to employees to attend conventions or other bona-fide meetings of the Canadian Union of Public Employees or other trade-union body with which the Union is affiliated. Such approval will not be unreasonably withheld.

**23.04            Bereavement Leave**

In the event of a death in the immediate family of an employee, or an employee's spouse (including common law spouse), the Employer shall grant a maximum of three (3) regularly scheduled consecutive work days leave without loss of pay or benefits. Additional leave of absence with pay for travel may be granted by the Director of Human Resources. "Immediate family" shall mean: child, step-child, parents, brother, sister, grandparents, grandchild, step parent, foster child, foster parent, aunt, uncle, niece, nephew, and fiancée; and the employee's son-in-law, daughter-in-law, sister-in-law, brother-in-law and parents in-law.

A maximum of two (2) additional days leave without loss of pay or benefits will be granted in the event of the death of an employee's spouse (including common law spouse).

One half (½) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of their Supervisor.



## 23.05

### Pregnancy Leave

- a) A pregnant employee who requests leave under this section is entitled to up to seventeen (17) weeks of unpaid leave beginning no earlier than eleven (11) weeks before the expected birth date and no later than the actual birth date.
- b) Pregnancy leave shall end no earlier than six (6) weeks after the actual birth date unless the employee requests a shorter period and no later than seventeen (17) weeks after the actual birth date.
- c) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- d) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or termination of the pregnancy, she is unable to return to work when her leave ends under (a), (b) or (c) above.
- e) A request for leave must:
  - i) be given in writing to the Employer,
  - ii) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave, and
  - iii) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under (d) above.
- f) A request for a shorter period under (b) above must be given in writing to the Employer at least one (1) week before the date the employee proposes to return to work and, if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

## 23.06

### Parental Leave

- a) An employee who requests parental leave is entitled to:
  - i) for a birth mother who takes leave under Article 23.05, in relation to the birth of the child or children with respect to who the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave, beginning immediately after the end of the leave unless the Employer and employee agree otherwise.
  - ii) for a birth mother who does not take leave under Article 23.05 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,

- iii) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
  - iv) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under (a) above.
- c) A request for leave must:
- i) be given in writing to the Employer,
  - ii) if the request is for leave under (a) above be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and
  - iii) if required by the Employer, be accompanied by a medical practitioner's certificate or evidence of the employee's entitlement to leave.
- d) An employee's combined entitlement to leave is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Article 23.05 (c) and Article 23.06 (b).

**23.07 Employer May Require Pregnancy Leave**

An Employer may require an employee to commence a leave of absence under Article 23.05 if the employee cannot reasonably perform her duties because of the pregnancy and to continue the leave until she provides a certificate from a medical practitioner stating that she is able to perform her duties.

**23.08 Duties of the Employer**

- e) The Employer must not, because of an employee's pregnancy or parental leave, terminate employment or change a condition of employment without the employee's written consent.
- f) As soon as the leave ends, the Employer must place the employee in the position, or a comparable position, the employee held before taking pregnancy or parental leave.

**23.09 Employment Deemed Continuous**

- g) The service of an employee who is on pregnancy or parental leave is deemed continuous for the purpose of calculating annual vacation entitlement and any pension, medical or other plan beneficial to the employee
- h) The Employer must continue to make payments to these plans if the Employer pays the total cost of the plan or the employee must pay his/her share of a jointly paid plan.
- i) The employee is entitled to all increases in wages and benefits they would have been entitled to had pregnancy or parental leave not been taken.
- j) Article 23.08 (a) does not apply if the employee, without the Employer's consent, takes a longer leave than is allowed under Article 23.05 or 23.06.

**23.10 Emergency Family Leave**

In the event of an unforeseen family emergency that requires the employee to be absent from work to provide for the immediate needs of their family, the employee may request to utilize emergency family leave. If approved by their supervisor, such leave will be drawn from the employee's health leave bank for the first (1<sup>st</sup>) day of leave requested or for the balance of the first (1<sup>st</sup>) day if the employee commenced work.

In less serious family emergency situations such as illness of a child while at school, the employee may be requested by their supervisor to return to work once they have arranged alternate care providers or dealt with the immediate emergency that required their absence from work.

Additional days of emergency family leave for compassionate reasons may be granted by the Human Resources Divisional Director when there are severe and critical family health and welfare circumstances that warrant the employee's absence at work and utilization of emergency family leave provisions.

**23.11 Jury Duty or Court Witness**

The Employer shall pay to an employee who is required to serve as a juror or court witness the difference between their normal earnings and the payment they received for jury duty or as a court witness, conditional upon the employee presenting to the Employer proof of service and the amount of payment received by them.

**ARTICLE 24 WAGES, SALARIES AND APPLICABLE PROVISIONS**

**24.01 List of Current Classifications**

A list of current classifications and their rates of pay is contained in Schedule "A" of this Agreement.



24.02

### **Salary Ranges**

Where a graduated salary range is provided in Schedule "A", the lowest figure will be the starting rate and the maximum rate will be reached in accordance with the time schedule set out for each classification; provided however, that the Employer may start an employee in any yearly increment of the salary range for the classification, according to the employee's experience and ability. The Employer may make increases to salaries, as it deems necessary, without affecting the basic rates of a classification, but in such case shall notify the Union of the increase.

24.03

### **Promotions, Demotions and Temporary Assignments**

- a) Subject to the provisions of Subsection (b), in the event an employee is promoted or temporarily assigned to a higher rated classification, they shall receive the higher rate of pay.
- b) In the event an employee is promoted or temporarily assigned to a higher rated classification, where a graduated salary range is provided, they shall be paid at least that rate in the salary range for the classification to which they are promoted or temporarily assigned which is next higher than their present rate, provided that the minimum increase shall be three percent (3%) above their present rate.
- c) In the event an employee is temporarily assigned to a lower rated classification, they shall continue to receive their regular rate of pay.
- d) In the event an employee is demoted to a lower rated classification, they shall receive the lower rate of pay.

24.04

### **More Favourable Rate**

In the event any present employee enjoys a more favourable rate than specified in Schedule "A", such employee shall suffer no reduction in such rate because of the signing of this Agreement.

24.05

### **No Pyramiding**

There shall be no pyramiding of overtime and premium rates of compensation. When two (2) or more types of overtime and/or premium rates apply to the same hours of work only the higher rate shall be paid.

## **ARTICLE 25 NEW OR CHANGED CLASSIFICATION**

### **25.01 New Classification**

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 13.02. 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 10. 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.

### **25.02 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 10. 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.

### **25.03 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 25.01, or if the Union does not refer the difference, if any, to arbitration within thirty (30) calendar days, as provided for in Article 25.02, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

### **25.04 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 26 MUNICIPAL PENSION PLAN**

### **26.01 Public Sector Pension Plans Act**

The Public Sector Pension Plans Act applies to the Employer and its employees. The Employer, in addition to its own contributions on his/her behalf, shall deduct from the wages or salary of each employee, as a condition of their continued employment, the contribution required of him/her under the provisions of the Public Sector Pension Plans Act.

**26.02 Airport Operations Specialist/Firefighters and Airport Operations Specialist/Firefighter Crew Captains**

Effective April 1<sup>st</sup>, 2012, the parties agree to move the eligible employees in the above mentioned classifications from Group 2 to the Group 5 pension plan. All associated costs will be in accordance with the Municipal Pension plan rules.

**ARTICLE 27 HEALTH AND WELFARE COVERAGE**

The following benefits will be provided to municipal employees.

**27.01 Group Life Insurance and Accidental Death and Dismemberment**

Group Life Insurance and Accidental Death and Dismemberment for each eligible employee to twice (2x) annual earnings and double indemnity for Accidental Death and Dismemberment. The premium for the Group Life and Accidental Death and Dismemberment Plan shall be shared equally by the Employer and the employee.

**27.02 Medical Services Plan**

Each eligible employee shall be enrolled in the Medical Services Plan at no cost to the employee.

**27.03 Extended Health Benefit**

Each eligible employee shall be enrolled in the Extended Health Plan at no cost to the employee.

**27.04 Dental Plan**

A Dental Plan will be provided based on the following general principles:

- a) Basic Dental Services (Plan "A") - Plan pays one hundred percent (100%) of approved schedule of fees.
- b) Prosthetics, Crowns and Bridges (Plan "B") - Plan pays fifty percent (50%) of approved schedule of fees.
- c) Orthodontics (Plan "C") - Plan pays fifty percent (50%) of approved schedule of fees to a maximum lifetime limit of five thousand (\$5,000) dollars.
- d) Premium costs for the Dental Plan shall be paid by the Employer.

**27.05 General Principles**

- a) Participation in the aforementioned plans shall be mandatory.
- b) Life, Accidental Death and Dismemberment, Extended Health and BC Medical Plan coverage commences on the date of completion of three (3) months continuous service.
- c) Dental and Weekly Indemnity Plan coverage commences on the date of completion of six (6) months continuous service or when an employee becomes eligible to have their name entered on the seniority list.



- d) Coverage during layoff will be provided as follows:  
In the event of layoff, full coverage excluding Weekly Indemnity will be continued for a period of two (2) months from date of layoff. An employee may also have the option of continuing Life, Accidental Death and Dismemberment, Extended Health and BC Medical Plan coverage for an additional four (4) months by paying the full cost of these specific benefits, and making the necessary arrangements with the Payroll Department.
- e) Coverage during leave of absence shall be provided as follows:  
An employee on an approved leave of absence may continue Life and Accidental Death and Dismemberment coverage for up to one (1) year provided the full cost of premiums are paid to the Employer.
- f) Eligible employees will be entitled to a Wellness Payment, paid to the employee on a bi-weekly basis.
- g) The Employer agrees to meet with the Union to discuss any changes in benefit policies prior to implementation.

## **ARTICLE 28 TECHNOLOGICAL CHANGE**

### **28.01 During the Term of This Agreement**

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

### **28.02 Where Employer Introduces or Intends to Introduce**

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 an arbitrator pursuant to Article 11 of this Collective Agreement, bypassing all other steps in the grievance procedure.

### **28.03 Arbitrator**

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 Canada 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.

**28.04 Notice in Writing**

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

- c) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and
- d) alters significantly the basis upon which the Collective Agreement was negotiated.

**ARTICLE 29 GENERAL**

**29.01 Use of Employer Facilities**

A duly accredited representative of the Union will be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance, and to attend meetings. Prior to entering the premises, the representative of the Union shall inform the Airport Director or their designate.

**29.02 Bulletin Boards**

Reasonable space on bulletin boards will be made available to the Union for the posting of official notices.

**29.03 Job Related Liability Protection**

Any regular employee, coming within the scope of the Canadian Union of Public Employees, Local No. 338, will be granted the services of a City Solicitor without charge (provided the employee was not negligent in the performance of their duties), for the purpose of representing them, who as a result of any matter arising out of or in the course of their normal work duties and/or assignments, is personally involved in a legal or court action.

Where the City has incurred any expenses in providing representation pursuant to subsection (1), and it is later discovered that the employee's conduct giving rise to the legal or court action, in whole or in part, was illegal, willful or amounted to gross negligence, then, in addition to being entitled to discontinue its representation of the employee, the City shall also be entitled to reimbursement by the employee of the City's expenses to date.

#### **29.04 Part Time Payment in Lieu of Fringe Benefits**

All employees who are employed as permanent part time shall be paid fourteen percent (14%) in lieu of all vacation and fringe benefits. Part time employees that are employed on an ongoing basis and complete an equivalent six (6) months' full time employment will receive seventeen percent (17%) payment in lieu. This premium will be applicable to every payperiod.

Permanent Part Time employees established at the Airport may not exceed twenty-eight (28) hours per week, on a recurring or scheduled basis.

#### **29.05 Third Party Liability**

In any case where an employee is paid by the Employer during any absence due to illness or injury, and the employee receives compensation from a third (3<sup>rd</sup>) party (e.g. ICBC) for an accidental bodily injury or illness, there shall be no "double dipping". Employees shall repay the Employer the total amount of compensation they did, or will in future, receive from the Employer for the period(s) of disability resulting from the above-noted accident or illness in the event that they receive any compensation from a third (3<sup>rd</sup>) party, (e.g. ICBC) for the same period(s). This reimbursement to the Employer shall equal the amount of any and all wages, benefits and any other monies paid, to employee, by the Employer.

Employees who pay premiums for a personal, private wage-loss-only insurance plan shall not be required to reimburse the Employer for any compensation they receive from their private insurance carrier.

On an individual case basis, where an employee recovers substantially less from the third (3<sup>rd</sup>) party than is paid by the Employer during the period of absence, the Employer will meet with the employee and the Union to consider a variance to the normal repayment requirement.

#### **29.06 AOS/FF & AOS/FF Crew Captain Training**

The Employer shall ensure that AOS/FF's and AOS/FF Crew Captains are trained as required by Canadian Aviation Regulations and certifications as listed in the classification summaries.



**ARTICLE 30 TERM OF AGREEMENT**

**30.01 Dates of Agreement**

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after January 1, ~~2020~~<sup>2020</sup>, up to and including December 31, 2026, and thereafter from year to year unless either party to this Agreement gives notice to commence collective bargaining in accordance with the provisions of the Canada Labour Code.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this November 1<sup>st</sup> day of \_\_\_\_\_, 2022.

**ON BEHALF OF:**  
THE CITY OF KELOWNA AIRPORT

  
Stu Leatherdale, Divisional Director,  
Corporate and Protective Services

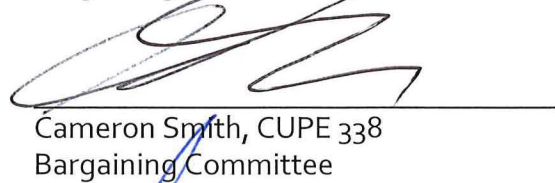
  
Shayne Dyrdal, Senior Airport Finance &  
Corporate Services Manager

  
Phillip Elchitz, Senior Airport Operations  
Manager

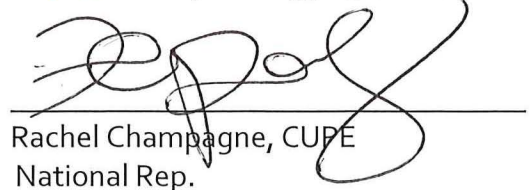
**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 338

  
Elia Nicoloyannis, CUPE 338  
Vice President Airport

  
Jeff Everett, CUPE 338  
Bargaining Committee

  
Cameron Smith, CUPE 338  
Bargaining Committee

  
Ken Pommier, CUPE 338 President

  
Rachel Champagne, CUPE  
National Rep.

## SCHEDULE "A" HOURLY SALARIES GRID

JOB TITLE	STEP	March 31	March 31	January 1	March 31	January 1	March 31	January 1	March 31	March 31	March 31
		2020 2.00%	2021 2.00%	2022 \$1.00	2022 2.00%	2023 \$2.00	2023 2.00%	2024 \$3.00	2024 2.00%	2025 2.50%	2026 2.50%
Airport Operations Specialist/Firefighter	1	31.04	31.67	32.67	33.31	34.31	34.96	35.96	36.62	37.47	38.34
	2	31.82	32.46	33.46	34.11	35.11	35.78	36.78	37.46	38.33	39.22
	3	32.51	33.17	34.17	34.84	35.84	36.52	37.52	38.22	39.11	40.02
	4	33.48	34.15	35.15	35.84	36.84	37.54	38.54	39.26	40.17	41.10
	5	34.66	35.36	36.36	37.07	38.07	38.80	39.80	40.54	41.48	42.45
Airport Operations Specialist/Firefighter Crew Captain		39.29	40.08	41.08	41.89	42.89	43.71	44.71	45.55	46.62	47.72
New rate for single step Effective Jan 1, 2015											
*ACTING AOS/FF CREW CAPTAIN PREMIUM (Effective Nov 23, 2015): A premium of 75 cents per hour for all hours worked for the list of approved appointees, who hold the required certifications.											
Airside Premium for AOS, AOS Captain and AOT for all hours worked (pyramiding allowed OT and other premiums)											
Jan. 1, 2022 (\$1.00), Jan. 1, 2023 (\$2.00), Jan. 1, 2024 (\$3.00)											
Receptionist/Typist	1	23.56	24.04	24.53	25.03	25.54	26.18	26.84	27.13	27.81	28.51
	2	25.03	25.54	26.06	26.59	27.13	27.81	28.51	29.25	29.99	
	3	26.35	26.88	27.42	27.97	28.53	29.25	29.99			
Operations Clerk	1	25.40	25.91	26.43	26.96	27.50	28.19	28.90	29.01	29.74	30.49
	2	26.79	27.33	27.88	28.44	29.01	29.74	30.49	31.60	32.39	
	3	28.45	29.02	29.61	30.21	30.82	31.60	32.39	32.25	33.06	
	4	29.04	29.63	30.23	30.84	31.46	32.25	33.06			
Labourer 1		27.15	27.70	28.26	28.83	29.41	30.15	30.91			
Labourer 2		27.96	28.52	29.10	29.69	30.29	31.05	31.83			
Airport Accounting Assistant	3	29.33	30.07	30.68	31.30	31.93	32.73	33.55	32.84	33.67	34.52
	4	30.17	30.93	31.55	32.19	32.84	33.67	34.52	33.87	34.72	35.59
	5	31.07	31.90	32.54	33.20	33.87	34.72	35.59			
Airport Operations Technician		29.52	30.12	31.12	31.73	32.73	33.35	34.35	34.98	35.78	36.60
Equipment Operator III			30.25	30.86	31.48	32.11	32.92	33.75			
Airport Operations & Systems Coordinator	1	29.75	30.35	30.96	31.58	32.22	33.03	33.86	33.51	34.35	35.21
	2	30.94	31.56	32.20	32.85	33.51	34.35	35.21	34.84	35.72	36.62
	3	32.17	32.82	33.48	34.15	34.84	35.72	36.62	35.98	36.88	37.81
	4	33.22	33.89	34.57	35.27	35.98	36.88	37.81	37.13	38.06	39.02
	5	34.29	34.98	35.68	36.40	37.13	38.06	39.02			
Airport Accounting Technician	3		32.97	33.63	34.31	35.00	35.88	36.78	36.13	37.04	37.97
	4		34.03	34.72	35.42	36.13	37.04	37.97	37.31	38.25	39.21
	5		35.14	35.85	36.57	37.31	38.25	39.21			
Maintenance Mechanic		35.47	36.18	36.91	37.65	38.41	39.38	40.37			
Maintenance Mechanic*	1.20	36.67	37.38	38.11	38.85	39.61	40.58	41.57			
Maintenance Mechanic**	1.00	37.67	38.38	39.11	39.85	40.61	41.58	42.57			
* A Mechanic who is qualified with a certificate of proficiency issued pursuant to the Apprenticeship Tradesmen's Qualification Act shall receive a \$1.20 per hour Trade Premium											
** A Mechanic shall receive a \$1.00 per hour premium for holding a second (2nd) Trade Ticket in addition to the Trade Premium of \$1.20 (Effective Nov 23,											
Airport Accountant	3		39.13	39.92	40.72	41.54	42.58	43.65	42.89	43.97	45.07
	4		40.40	41.21	42.04	42.89	43.97	45.07	44.29	45.40	46.54
	5		41.72	42.56	43.42	44.29	45.40	46.54			

SCHEDULE "A" HOURLY SALARIES GRID			Adjusted			
JOB TITLE	STEP	March 31 2023 2.00%	January 22 2024 4.25%	March 31 2024 2.00%	March 31 2025 4.00%	March 31 2026 4.00%
Airport Operations Specialist/Firefighter	1	34.96	37.37	38.06	39.47	40.93
	2	35.78	38.22	38.93	40.37	41.87
	3	36.52	38.99	39.71	41.18	42.71
	4	37.54	40.06	40.81	42.33	43.91
	5	38.80	41.37	42.14	43.71	45.34
Airport Operations Specialist/Firefighter Crew Captain		43.71	46.49	47.36	49.14	50.99
New rate for single step Effective Jan 1, 2015 *ACTING AOS/FF CREW CAPTAIN PREMIUM (Effective Nov 23, 2015): A premium of 75 cents per hour for all hours worked for the list Airside Premium for AOS, AOS Captain and AOT for all hours worked (pyramiding allowed OT and other premiums) Jan. 1, 2022 (\$1.00), Jan. 1, 2023 (\$2.00), Jan. 1, 2024 (\$3.00)						
Airport Clerk Typist	1	25.03	26.10	26.63	27.70	28.81
	2	26.59	27.73	28.29	29.43	30.61
	3	27.97	29.16	29.75	30.94	32.18
Operations Clerk	1	26.96	28.11	28.68	29.83	31.03
	2	28.44	29.65	30.25	31.46	32.72
	3	30.21	31.50	32.13	33.42	34.76
	4	30.84	32.16	32.81	34.13	35.50
Labourer 1		28.83	30.06	30.67	31.90	33.18
Labourer 2		29.69	30.96	31.58	32.85	34.17
Airport Accounting Assistant	3	31.30	32.64	33.30	34.64	36.03
Airport Administrative Coordinator	4	32.19	33.56	34.24	35.61	37.04
	5	33.20	34.62	35.32	36.74	38.21
Airport Operations Technician		33.35	35.69	36.35	37.69	39.08
Equipment Operator III		31.48	32.82	33.48	34.82	36.22
Airport Operations & Systems Coordinator	1	31.58	32.93	33.59	34.94	36.34
	2	32.85	34.25	34.94	36.34	37.80
	3	34.15	35.61	36.33	37.79	39.31
	4	35.27	36.77	37.51	39.02	40.59
	5	36.40	37.95	38.71	40.26	41.88
Airport Accounting Technician	3	34.31	35.77	36.49	37.95	39.47
	4	35.42	36.93	37.67	39.18	40.75
	5	36.57	38.13	38.90	40.46	42.08
Maintenance Mechanic		37.65	39.26	40.05	41.66	43.33
Maintenance Mechanic*	1.20	38.85	40.51	41.33	42.99	44.71
Maintenance Mechanic**	1.00	39.85	41.55	42.39	44.09	45.86
* A Mechanic who is qualified with a certificate of proficiency issued pursuant to the Apprenticeship Tradesmen's Qualification Act shall receive a \$1.20 per hour Trade Premium. ** A Mechanic shall receive a \$1.00 per hour premium for holding a second (2nd) Trade Ticket in addition to the Trade Premium of \$1.20 (Effective Nov 23, 2015)						
Airport Accountant	3	40.72	42.46	43.31	45.05	46.86
	4	42.04	43.83	44.71	46.50	48.36
	5	43.42	45.27	46.18	48.03	49.96
Airport Financial Analyst	3	46.88	48.88	49.86	51.86	53.94
	4	48.30	50.36	51.37	53.43	55.57
	5	49.78	51.90	52.94	55.06	57.27
Airport Mechanic Foreman		42.60	44.26	46.55	48.42	50.36



**LETTER OF UNDERSTANDING #1**

BETWEEN

THE CITY OF KELOWNA AIRPORT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

**RE: Job Training**

The parties agree that, where operational requirements present a need and opportunity for on the job training and where it is economical and efficient to undertake such training, the Employer will post such opportunity in a manner to inform employees in the bargaining unit.

It is understood that, where training is provided, employees eligible for training must be currently working in the occupational group within which training is available.

Where a training opportunity becomes available and more than one (1) employee indicates an interest in acquiring that training, the Employer will assess qualifications, skills, ability, knowledge and previously demonstrated initiative to acquire training, relative to the classification being trained for; and where all else is equal, seniority would prevail.

The parties agree to meet with local bargaining committees, prior to July 1, 1989, to identify current opportunities for on the job training.

The parties intend that training is provided as a means whereby employees can improve their qualifications in the event of a vacancy arising, in the future. Training of employees should not be utilized to circumvent the seniority or promotion provisions of the collective agreement.

The above process also applies to employees being displaced by the contracting out of their jobs.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this November 15<sup>th</sup> day of \_\_\_\_\_, 2022.

**ON BEHALF OF:**

THE CITY OF KELOWNA AIRPORT



Stu Leatherdale, Divisional Director,  
Corporate and Protective Services



Shayne Dyrdal, Senior Airport Finance  
& Corporate Services Manager



Philip Elchitz, Senior Airport Operations  
Manager

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 338



Elia Nicoloyannis, CUPE 338  
Vice President Airport



Jeff Everett, CUPE 338 Bargaining  
Committee



Cameron Smith, CUPE 338  
Bargaining Committee



Ken Pommier, CUPE 338 President



Rachel Champagne, CUPE National Rep.

**LETTER OF UNDERSTANDING #2**

BETWEEN

THE CITY OF KELOWNA AIRPORT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

**RE: Preservation of Bargaining Unit Work**

The Union agrees that it will not:

a) submit any grievances related to Article 2.03 arising out of,

OR

b) use or interpret the provisions of Article 2.03 to restrict or prohibit,

persons who are not in the bargaining unit performing work normally done by members of CUPE Local 338, providing such persons are engaged in such work only for the purpose of instructional, experimental, safety or emergent situations.

This letter is not subject to cancellation by either party.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this November 1st day of \_\_\_\_\_, 2022.

**ON BEHALF OF:**

THE CITY OF KELOWNA AIRPORT

  
Stu Leatherdale, Divisional Director,  
Corporate and Protective Services

  
Shayne Dyrdal, Senior Airport Finance  
& Corporate Services Manager


  
Philip Elchitz, Senior Airport Operations  
Manager

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 338

  
Elia Nicoloyannis, CUPE 338  
Vice President Airport

  
Jeff Everett, CUPE 338 Bargaining  
Committee

  
Cameron Smith, CUPE 338 Bargaining  
Committee

  
Ken Pommier, CUPE 338 President

  
Rachel Champagne, CUPE National Rep.

LETTER OF UNDERSTANDING #3

BETWEEN

THE CITY OF KELOWNA AIRPORT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

**RE: Paid Time Off In Lieu of Worked Overtime (For Office, Maintenance and Other Employees)**

Subject to the Employer's operational requirements, Employees may consider paid time off in lieu of worked overtime. Time off will only be taken upon mutual agreement between the Employee and his/her Supervisor, provided that any unused banked time will be paid out once yearly at a time to be determined by the Employer. Paid time off shall be provided at the same rate as the applicable overtime rates.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this November 1st day of \_\_\_\_\_, 2022.

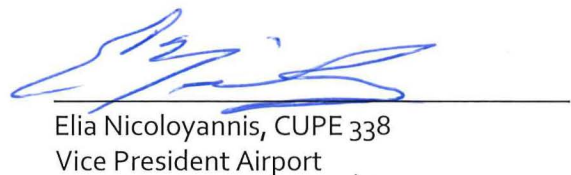
ON BEHALF OF:

THE CITY OF KELOWNA AIRPORT

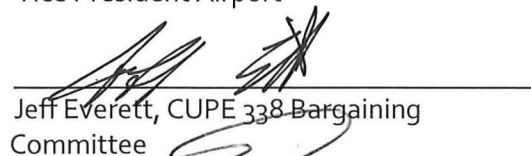
ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 338

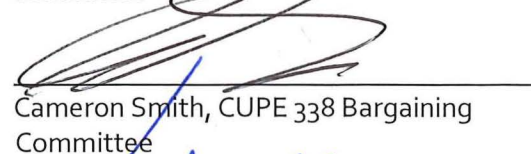
  
Stu Leatherdale, Divisional Director,  
Corporate and Protective Services

  
Elia Nicoloyannis, CUPE 338  
Vice President Airport

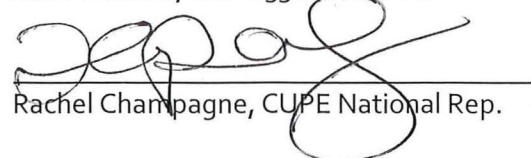
  
Shayne Dyrdal, Senior Airport Finance  
& Corporate Services Manager

  
Jeff Everett, CUPE 338 Bargaining  
Committee

  
Philip Elchitz, Senior Airport Operations  
Manager

  
Cameron Smith, CUPE 338 Bargaining  
Committee

  
Ken Pommier, CUPE 338 President

  
Rachel Champagne, CUPE National Rep.



## LETTER OF UNDERSTANDING #4

BETWEEN

THE CITY OF KELOWNA AIRPORT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

### **RE: Airport Operations Specialist/Firefighter (AOSIFF) and Airport Operations Specialist/Firefighter Crew Captains (AOSIFF Crew Captains) Work Schedule Terms and Conditions**

This letter confirms the terms and provisions of the present AOS shift schedule structure for the AOS IFF and AOS1FF Crew Captain classifications.

The terms of the shift schedule are:

- 1) The spirit and intent of this shift schedule structure is captured in the attached proposal presented at the Labour Management Meeting February 28, 2008 to City of Kelowna Airport Management Team by CUPE 338.
- 2) LOU #5 replaces LOU #3 - Paid Time Off In Lieu of Worked Overtime (for office and maintenance employees and AOS/FF only).
- 3) The shift schedule provides two (2) consecutive day shifts (0630 - 1830) followed by two (2) consecutive overnight shifts (1830 - 0630) followed by four (4) consecutive days off.
- 4) The AOS/FF and AOS/FF Crew Captain's will arrive sufficiently early for each scheduled working shift so as to permit a required crew debriefing prior to the commencement of each crew change. The debriefing period is unpaid.
- 5) Pay will reflect a consistent bi-weekly amount. The annual number of hours assigned to each of the four (4) crews will vary from year to year. The base annual hours for the shift schedule, however, is two thousand one hundred eighty-four (2184).
- 6) All leave requests will be assessed against operational and minimum staffing requirements. Minimum staffing requirements of at least two (2) AOS/FF's and one (1) Crew Captain or acting Crew Captain per shift will be maintained before leave requests may be approved.
- 7) The Personal Flexible Leave Bank Policy applies to unused banked credits for AOS/FF and AOS/FF Crew Captain's.
- 8) The average number of hours per work week is defined as the total number of assigned work hours over the shift schedule cycle divided by the number of weeks in the shift schedule cycle. For this Work Schedule the "average number of hours per work week" is three hundred thirty-six (336) hours/eight (8) week per shift cycle = forty-two (42) hours per week
- 9) The "average day" is defined as the average number of hours per work week divided by five (5) days per week. The "average day" for this Work Schedule is four thousand two hundred fifteen (4215) = eight point four (8.4) hours per day

- 10) The annual vacation entitlement in hours remains unchanged as a result of this new Work Schedule. The annual vacation entitlement is a nine (9) hour working shift \* # working shifts entitlement (using the anniversary date; see Article 22.02 (a - e) as follows:

Anniversaries one (1) – nine (9)

= fourteen (14) \* nine (9) hour working shift = one hundred twenty-six (126) hours OR ten point five (10.5) twelve (12) hour shifts

Anniversaries ten (10) – seventeen (17)

= eighteen (18) \* nine (9) hour working shift = one hundred sixty-two (162) hours OR thirteen point five (13.5) twelve (12) hour shifts

Anniversaries eighteen (18) – twenty-one (21)

= twenty-four (24) \* nine (9) hour working shift = two hundred sixteen (216) hours OR eighteen (18) twelve (12) hour shifts

Anniversaries twenty-two (22) + twelve (12) hour shifts

= twenty-eight (28) \* nine (9) hour working shift = two hundred fifty-two (252) hours OR twenty-one (21) twelve (12) hour shifts

- 11) The provisions of Article 20.03 - Granting of Vacation Leave apply. When taken, vacation time is coded as VL = actual number of hours leave taken from work

- 12) The Statutory Holiday entitlement in hours remains unchanged as a result of this new Work Schedule. The statutory holiday entitlement is defined in the Collective Agreement (see Article 19.02), as thirteen (13) days per year \* "nine (9) hour working shift" \* one point five (1.5). The Annual Statutory Holiday entitlement is:

Thirteen (13) \* nine (9) \* one point five (1.5) = one hundred ~~forty-eight~~ <sup>Seventy-five<sup>ed</sup></sup> point five zero (175.50) hours

- 13) The annual statutory holiday entitlement in hours (prorated if the employee commences mid-year) will be advanced on January 1<sup>st</sup> each year. The advance will be deposited into a statutory holiday bank. Leave time drawn from the statutory holiday bank is coded HL = actual number of hours leave taken from work

- 14) Health Leave accrual per accrual eligible biweekly period is defined as: one

half (1/2) \* twelve (12) months \* "average day" in hours)

Twenty-six (26) pay period in a year

For this Work Schedule the biweekly Health Leave Accrual is:

One half (1/2) \* twelve (12) \* eight point four (8.4) = one point nine three one nine (1.9319) hours

Twenty-six (26)

- 15) Health Leave when taken is coded as S1, S2, S3... = actual number of hours absent from working shift

- 16) The Wage Indemnity Claim waiting period is maximum forty-two (42) hours

- 17) The maximum Health Leave Bank size = ten (10) shifts \* "average day" = ten (10) \* eight point four (8.4) = eighty-four (84) hours



- 18) Bereavement Leave based on three (3) shifts \*"average day" = eight point four (8.4) = twenty-five point two (25.2) hours
- 19) When an Airport Operations Specialist/Firefighter Crew Captain or Airport Operations Specialist Firefighter terminates employment, for any reason, entitlements will be reconciled on a prorated annual basis. The reconciliation will determine whether hours are owed to the City and/or employee. The hours will be reconciled on the last pay.

The shift schedule will be reviewed annually by the parties to determine if it continues to meet the Airport's strategic direction, operational plans and supporting objectives including: responsive customer service, financial viability, efficiencies and maximizing its human resources value.

- 20) ASO/FF and AOS/FF Crew Captain's will be granted, operating conditions permitting, forty- five (45) minutes two (2) days out of every four (4) day shift during their regular work hours to exercise in order to maintain their physical fitness, on apparatus provided by the Employer.

Through the Labour Management process, a review of the exercise facilities and equipment provided to the employees will be conducted as required. Any necessary improvements or changes will be implemented.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this November 15 day of \_\_\_\_\_, 2022.


**ON BEHALF OF:**  
THE CITY OF KELOWNA AIRPORT

  
\_\_\_\_\_  
Stu Leatherdale, Divisional Director,  
Corporate & and Protective Services

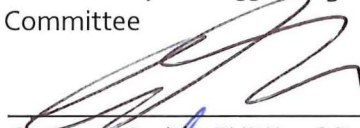
  
\_\_\_\_\_  
Shayne Dyrdal, Senior Airport Finance &  
Corporate Services Manager

  
\_\_\_\_\_  
Phillip Elchitz, Senior Airport Operations  
Manager

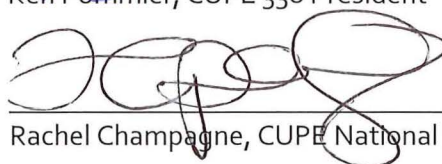
**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 338

  
\_\_\_\_\_  
Elia Nicoloyannis, CUPE 338 Vice President  
Airport

  
\_\_\_\_\_  
Jeff Everett, CUPE 338 Bargaining  
Committee

  
\_\_\_\_\_  
Cameron Smith, CUPE 338 Bargaining  
Committee

  
\_\_\_\_\_  
Ken Pommier, CUPE 338 President

  
\_\_\_\_\_  
Rachel Champagne, CUPE National Rep.



## LETTER OF UNDERSTANDING #5

BETWEEN

THE CITY OF KELOWNA AIRPORT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

### **RE: Mandatory Personal Protective Equipment**

Mandatory personal protective equipment is defined as:

- 1) Fire fighter turnout gear.
- 2) Protective underbunker gear.
- 3) Maintenance coveralls, hard hats, work gloves, safety vests.

Mandatory personal protective equipment is replaced as it wears out at no cost (points or otherwise) to the Airport Operations Specialist/Firefighter Crew Captain and/or Airport Operations Specialist/Firefighter

The Airport Management Team selects the style of clothing issued under this LOU.

Airport Operations Specialist/Firefighter Crew Captain's and Airport Operations Specialist/Firefighter are required to wear issued work clothing while on duty.

The points based work clothing system gives each employee approximately sixty percent (60%) of the initial issuance value in points annually. Twenty (20) points are allocated to each Airport Operations Specialist/Firefighter Crew Captain and/or Airport Operations Specialist/Firefighter annually. Clothing points may not be carried over from year to year.

New recruits will receive the full allotment of clothing (see the below table under the clothing allotment items) after successful completion of the nine (9) month probationary period. Each year thereafter, Airport Operations Specialist/Firefighter Crew Captain's and Airport Operations Specialist/Firefighter's will use their annual allotted points to procure those clothing items requiring replacement. At any time, Airport Management may deem an item of clothing to require replacing. All clothing replacement(s) uses annual allocated clothing points.

Annual allotted clothing points may be used, over time, to procure Optional Clothing Items. The Optional Clothing items that will be made available are:

- 1) T-shirt or collared shirt, navy with YLW Ops Logo
- 2) Sweatshirt or sweatpant, navy with YLW Ops logo

The clothing allotment and associated points are:

<b>Clothing Allotment items</b>	<b>Points</b>
Jumpsuit	9.5
Under-uniform shirt	1.75
Work pants	2.75
Work short or long sleeve shirt	1.25
Work belt	.5
All weather jacket	7.5
Work Boots	6
All weather hi-vis jacket	7.5
Bluntstone workboots	9.5
Wool Blend Sweater	6
Dress Pants	3.5
Dress LS Shirt	1.25
Tie	.25
Dress Tunic	14
Cap	3.75
Dress Shoes	2.75
Socks	.25
<b>Optional Clothing Items</b>	<b>Points</b>
T-Shirt	1.5
Sweatshirt or sweatpants	1.5

The following fire service ranks are assigned:

Airport Operations Specialist/Firefighter Crew Captain - two bars Airport

Operations Specialist/Firefighter - no bar(s)

The wearing of rank is not associated with salary and/or seniority. Rank will be worn on dress shirt collars (long sleeve shirt) and clothing with epaulettes AND in the style approved by the Airport Emergency and Operational Readiness Manager.

The care and cleaning of all issued work clothing and optional clothing (including the dress uniform) is the responsibility of the individual Airport Operations Specialist/Firefighter Crew Captain and/or Airport Operations Specialist/Firefighter at their own expense. Only personal protective equipment will be professionally cleaned at Airport expense.

LETTER OF UNDERSTANDING #6

BETWEEN

THE CITY OF KELOWNA AIRPORT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

RE: Acting AOS/FF Crew Captains

Any employee who maintains their certification to perform the duties of an AOS/FF Crew Captain will be paid a premium of seventy-five (\$0.75) cents per hour for all hours worked. The Airport Emergency and Operational Readiness Manager will determine how many acting appointees are required based on operational needs and will select employees to be trained according to qualifications, skills, knowledge or ability to perform in a leadership position, all things being equal, seniority shall apply. In order to maintain regulatory requirements, those designated will be required to act as Crew Captain when scheduled and shall receive the Crew Captain's rate of pay. Appointees may not resign from the list of appointees unless by mutual agreement.


IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this *November 1st* day of *November*, 2022.

ON BEHALF OF:

THE CITY OF KELOWNA AIRPORT

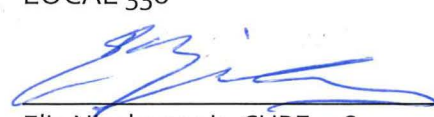
  
Stu Leatherdale, Divisional Director,  
Corporate and Protective Services

  
Shayne Dyrda, Senior Airport Finance  
& Corporate Services Manager

  
Philip Elchitz, Senior Airport Operations  
Manager


ON BEHALF OF:


CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 338

  
Elia Nicoloyannis, CUPE 338  
Vice President Airport

  
Jeff Everett, CUPE 338 Bargaining  
Committee

  
Cameron Smith, CUPE 338 Bargaining  
Committee

  
Ken Pommier, CUPE 338 President

  
Rachel Champagne, CUPE National Rep.



If a piece of work clothing is inadvertently damaged or soiled beyond economical repair (or cleaning) in the course of normal Airport Operations Specialist/Firefighter Crew Captain and/or Airport Operations Specialist/Firefighter duties, the Airport may replace the clothing item at Airport expense.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this ~~27th~~ <sup>27th</sup> day of ~~November~~ <sup>November 1<sup>st</sup></sup>, 2022.

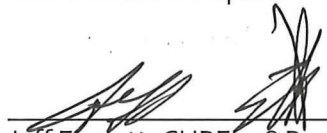
ON BEHALF OF:  
THE CITY OF KELOWNA AIRPORT

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CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 338

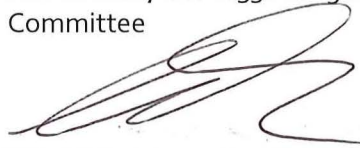
  
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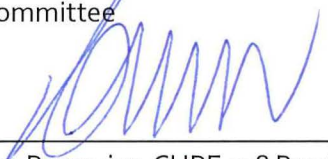
  
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