

## **ARTICLE 1 INTENT**

- 1.1 It is the intent of this agreement in recognizing a common interest between the Foundation and the Union in promoting the basic principles of creativity in broadcasting and the utmost co-operation and friendly spirit between the Foundation and its employees, to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable adjustments of grievances in order that there be no impeding of work, work stoppages or strikes, or other interferences to the broadcast operations of the Foundation.
- 1.2 It is recognized that the Foundation operates in a creative and innovative manner within its public and regulatory obligations. It is, therefore, the intent of both parties that this Agreement reflects principles that support those goals.

## **ARTICLE 2 MEDIATION PROCEDURE**

- 2.1 If during the negotiation of a collective agreement or revision or renewal of an existing agreement the parties fail to agree on the terms thereof, either or both of the parties may request the services of the appropriate labour authority to assist in the negotiation process.

## **ARTICLE 3 EMPLOYEE STATUS AND CATEGORY DEFINITIONS**

- 3.1 Employee - shall mean any person employed by the Foundation in a classification included in the bargaining unit.
- 3.2 Employee Categories:
- 3.2.1 Regular Full-Time-Shall apply to an employee working 8 hours per day and 40 hours per week and whose employment is expected to continue indefinitely subject to terminating action by either party. Such employees are covered by all terms of this Agreement.
- 3.2.2 Regular Part-time- Shall apply to an employee working less than 40 hours but more than 20 hours per week and whose employment is expected to continue indefinitely, subject to terminating action by either party. Such employees shall be covered **for benefits and pension** on a pro rata basis under the terms of this Agreement.
- 3.2.3 Casual - Shall apply to an employee who is engaged for project work or to cover off for a Regular Full Time or Regular Part-time employee for up to 4 months or such longer periods as mutually agreed to by the Foundation and the Union. Such employees shall be covered, as set out in the terms of this Agreement, and will not be eligible for benefits coverage.
- 3.2.4 Occasional - Shall Apply to an employee who is engaged to work on an intermittent or as required basis for an indeterminate period of time and whose work hours will not exceed an average of 20 hours per week. Such employees

shall be covered, as set out in the terms of this agreement, and will not be eligible for benefits coverage.

- 3.2.5 Probationary Period - The probationary period for new employees shall be three (3) months. With discussion and agreement of the Union, the probationary period may be extended an additional one (1) month.

#### **ARTICLE 4                   MANAGEMENT RIGHTS**

- 4.1 The management of the operation of the Foundation and the direction of the work force, including the right to direct, plan and control operations and to schedule working hours and rights to hire, promote, transfer, suspend or discharge employees for just cause or to release employees because of lack of work or the right to introduce new and improved methods or facilities and to manage the operations in the traditional manner is exclusively vested in the Foundation, subject only to the provisions of this Agreement.

#### **ARTICLE 5 –               DISCRIMINATION**

- 5.1 **The Foundation, Union and its members acknowledge the right of all employees to enjoy a workplace free from discrimination (including threats, intimidation and harassment) by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, political affiliation, conviction for which a pardon has been granted, or for exercising any rights under this collective agreement or any other federal or provincial regulation.**

#### **ARTICLE 6                   UNION RIGHTS AND RECOGNITION**

##### 6.1 Recognition

- 6.1.1 The Foundation recognizes the Union as the sole bargaining agent for all the employees as set forth in the certification by the Canada Labour Board.
- 6.1.2 The Foundation hereby consents and agrees to negotiate with the Union pursuant to applicable labour legislation in any and all matters pertaining to this Agreement.
- 6.1.3 The Foundation agrees to recognize the designated Union Representative and any duly authorized Shop Steward provided that the Union has advised the Foundation, in writing, of their election/appointment.

##### 6.2 Notices to the Union

- 6.2.1 The Foundation will notify the Union, in writing, of the following
- notice of hiring, dismissal, promotion or transfer of any employee within the bargaining unit.
  - notice of extension of probationary period, suspension, or any disciplinary action placed on a bargaining unit employee's file.

- any notice to employees pertaining to an agreed – to change in the application or interpretation of this Agreement.

### 6.3 Union Access to Foundation Premises

6.3.1 The Foundation encourages the duly authorized Union representative to access the Employer's premises to conduct inspections or investigations pertaining to the terms and conditions of this Agreement upon reasonable notice to the Foundation.

6.3.2 It is understood that such Union business will be conducted at reasonable hours and in such a manner so as to not interfere with the normal business operations.

### 6.4 Dues Checkoff

6.4.1 All employees shall have deducted from their wages, deductions levied in accordance with the Union's Constitution and Bylaws, however, membership in the union shall be at the employees choice

6.4.2 The Foundation agrees to remit the monies so deducted to the Union, monthly, by cheque. The Foundation shall remit monies by the 15<sup>th</sup> of the month following the month for which the monies are deducted, accompanied by a list of employees from whom such deductions have been made.

6.4.3 It is understood that the Union will save the Foundation harmless from any and all claims which may be made to it, by any employee, for amounts deducted as herein provided.

### 6.5 Leave for Union Activities

6.6.1 Leave without pay will be granted to an employee duly authorized to represent employees of this bargaining unit at Executive meetings or conventions of the Union. A request for such leave shall be submitted at least 20 days in advance and subject to operational requirements. Such leave shall be limited to one employee at any time and to a maximum aggregate total of 10 days in any calendar year.

6.5.2 Upon request by the Union, the Foundation agrees to release without loss of pay up to two (2) employees to attend negotiation meetings with the representatives of the Foundation. A written request for such release shall be submitted (fourteen) 14 days in advance of the first meeting date. It is recognized that the scheduling of such meetings is subject to mutual agreement. The Foundation shall not be responsible for payment of penalties resulting from changes of shift to enable the release of such employees.

### 6.6 Seniority Lists

The Employer agrees to provide a seniority list to the Union. The list shall include the names, seniority dates, pay scale, job title, classification (hours worked each

month). The list shall also include employee's home addresses unless the employee has requested, in writing, that the Foundation restrict this information.

The list shall be forwarded to the Union on September 1 and February 28 each year. Upon hire, the above information for the new employee shall be forwarded within one (1) month of hire.

## 6.7 Bulletin Boards

- 6.6.1 The Foundation agrees to the posting by the Union of announcements regarding elections, meetings, negotiation meetings and internal affairs of the Union provided such notices are authorized by the senior station manager at CKUA.

## **ARTICLE 7**      **NO STRIKE OR LOCKOUT**

- 7.1 The Union will not cause nor authorize its members to cause, nor will any member take part in any strike, either sit-down or stay-in, or any other kind of interference or any other work stoppage, total or partial, of the Foundation's operations during the term of this Agreement. The Foundation will not cause, engage in nor permit a lockout of any of its employees within the bargaining unit while this agreement is in force.
- 7.2 The Foundation will not assign, transfer or require employees to go to any radio station, transmitter, studio or property where a lawful strike of employees whose functions are similar to those covered by this Agreement is in progress, or to originate a program or programs not normally fed to such facility nor will the Foundation require any employee to perform the duties of any other employee who is engaged in lawful strike. This clause will not apply in those instances where the Foundation shares facilities with another company whose employees are involved in a lawful strike. In such event, the Foundation shall have the right to require its employees to perform only such work as it is necessary to ensure the continuous and uninterrupted transmission of the Foundation's broadcast operations.

## **ARTICLE 8**      **HOURS OF WORK**

### 8.1 Work Day

The basic hours of work for regular full-time employees shall be 8 hours per work day exclusive of meal periods and 40 hours per week.

### 8.2 Work Week

The work week shall be defined as a period of seven (7) consecutive days commencing at 12.01 a.m. Monday and ending at midnight on the following Sunday.

### 8.3 Overtime Hours

- 8.3.1 Overtime payment of 1.5 times the employee's normal rate of pay will be paid for time worked in excess of eight (8) hours in a work day or 40 hours in a work week.
- 8.3.2 Overtime must be prior approved by the employee's supervisor.
- 8.3.3 Overtime will be paid after fifteen (15) minutes worked and calculated, in all cases, to the nearest quarter hour.
- 8.3.4 All regular full time and part time employees working overtime shall determine the method of overtime payment from one of the following:
- (a) All overtime to be paid at the overtime rate;
  - (b) All overtime to be banked at the overtime rate and taken as paid time off at a later date (vacation overtime);
  - (c) a combination of (a) or (b) above.

Method of claiming overtime shall be indicated on the time sheet prior to submitting it to the payroll department.

- 8.3.5 Employees may bank up to five (5) days of vacation overtime.
- 8.3.6 Employees working three (3) or more hours of overtime shall be entitled to an overtime meal allowance of twelve (\$12.00) dollars without receipts and may take a 30 minute unpaid meal break. If the meal break cannot be taken due to work demands, it will be paid out at the overtime rate.

In addition they shall be entitled to one (1) paid fifteen (15) minute rest break in each four (4) hour period of overtime. This break shall be paid at the overtime rate.

- 8.3.7 (a) Standby Pay  
Employees required to standby for callouts shall be paid \$1.00/hr standby pay for each hour of operation outside their scheduled work week. Employees not available when called will forfeit the standby fee for that shift and that fee shall be paid to the employee taking the call. If an employee must travel to effect the repairs, call out overtime shall apply.
- (b) Call Out Overtime  
A minimum of two (2) hours pay at the overtime rate shall be paid to an employee who is called out for immediate reporting to the job, and shall include traveling time to and from home. Any subsequent call within this two (2) hour period will be considered part of the first call out. This clause does not apply to any employee who volunteers to work overtime at the end of their shift, nor does it apply to an employee who is called and works continuously into the beginning of their regular shift. In the latter case, overtime shall be paid from the time of call out to the beginning of the shift.

## **ARTICLE 9            WORK SCHEDULES**

9.1            The Foundation shall notify employees of the time at which the following week's shift will begin and end by posting such shifts by noon on the preceding Wednesday.

### 9.2            Shift Changes

9.2.1        Employees shall not be required to change from one shift to another shift without at least five (5) working days notice in writing.

9.2.2        Any amount of time less than 12 hours of rest between shifts shall be paid for at an additional ½ of the basic hourly rate unless:

- the employee and their supervisor mutually agree to a shorter period of notice
- it is on a shift where an employee is released from duty to attend negotiations or grievance meetings
- it is caused due to an employee's request for an alternative temporary schedule, or
- an employee has received approval to exchange shifts with another qualified employee in which case the Foundation shall not be responsible for payment of a penalty to either employee.

### 9.3            Days of Rest

9.3.1        The Foundation will schedule work to allow employees two (2) consecutive days of rest in each week, except in the case of fund-raising campaigns.

9.3.2        Should the days of rest not be consecutive then the Foundation will ensure that the employee receives at least one (1) day of rest in each work week.

### 9.4            Meal and Rest Periods

9.4.1        Meal Periods of not less than 30 minutes nor more that 60 minutes will be arranged by the supervisor with consideration for maintaining the broadcast schedule. Accordingly, meal periods shall be scheduled after the 3<sup>rd</sup> hour of the work shift and before the end of the 6<sup>th</sup> hour of the work shift.

9.4.2        All employees shall be entitled to two (2) fifteen (15) minute rest breaks in each work shift. Rest periods shall be arranged so as to not interfere with the efficient operation of the station.

## **ARTICLE 10            GRIEVANCE / COMPLAINTS ADJUSTMENT PROCEDURE**

10.1        If any difference concerning the interpretation, application, operation or any alleged violation of the Agreement arises between the employer and the Union, or between an

employee or employees bound by the Collective Agreement and the employer, including any question as to whether any difference is arbitrable, it shall be processed according to the following grievance procedure.

- 10.2 In the event that a grievance or grievances involves a group or groups of employees covered by the Agreement, or in the event that the Union or employer wishes to initiate a grievance with respect to the application, then the grievance shall be rendered into writing by the Union or employer at the step involving the first designated official of the Management having jurisdiction over the employees affected or the subject matter concerned.
- 10.3 In the event that a designated official of Management is absent, and in the further event that a decision of the employer, as required under the grievance procedure, is not rendered within the time designated, it shall be permissible to advance the grievance to the next step of the grievance procedure.
- 10.4 With the consent of the parties, the time within which any step or appointment must or should be taken or made may be extended for such period of time as may be agreed to by the parties.
- 10.5 In the event of the Foundation filing a grievance, it shall be submitted directly to the Business Manager of the Union by the Foundation and the time limits and procedures will follow those set down in Step 2.
- 10.6 An employee who believes he has a justifiable grievance, shall discuss the matter with his immediate supervisor within ten (10) days of occurrence and such supervisor shall give a decision within forty eight (48) hours excluding Saturday, Sunday and Holidays.

**STEP ONE** If the employee is not satisfied with the decision rendered in accordance with the above, the employee may, within five (5) working days after the decision, discuss the matter with a Shop Steward, and if it is found that there is a justifiable grievance, the Shop Steward shall, within five (5) working days after the discussion, discuss the matter with the immediate supervisor. Decisions of the immediate supervisor shall be rendered within five (5) working days of this latter discussion.

**STEP TWO** If a satisfactory settlement has not been obtained under the previous step, then the employee within fifteen (15) days of the date of the decision under STEP ONE may render the grievance in writing to the Union. The Union may within thirty (30) days of the date of delivery of the grievance in writing, forward the grievance to the senior manager at CKUA, who shall call a meeting within fifteen (15) days of receipt of the grievance. If the parties are unable to resolve the matter within a period of thirty (30) days following the meeting, the grievance may be referred to arbitration, under the terms of the Canada Labour Code.

- 10.7 Within the following thirty (30) days of the referring the matter to arbitration, the parties through their representatives, shall agree upon naming a sole arbitrator or tribunal. If the parties are unable to agree on the selection of an arbitrator or tribunal the neither party may, within the following ten (10) days, refer the matter to the Canada Labour Relations Board to appoint an arbitrator.

- 10.7.1 The cost and/or expense of the arbitrator shall be borne equally by the two parties.
- 10.7.2 An arbitrator, to whom any grievance may be submitted, in accordance with this article, shall have the jurisdiction to interpret and apply the provisions of this Agreement, insofar as it shall be necessary to the determination of such grievance, but shall not have the jurisdiction or authority to change, modify, extend, amend or alter in any way the terms of this Agreement.

## **ARTICLE 11 LAYOFF PROCEDURE**

- 11.1 Definition – for the purpose of this Agreement the layoff procedure applies to, but is not limited to, shortages of work, reduction of hours of operation/work, reduction in operations or closure of operations. *Permanent Layoff shall mean a layoff resulting from a closure of operations or a layoff which, in the company's opinion, is likely to last for more than six months.*
- 11.2 When layoffs are to occur the Foundation shall determine the jobs to be affected and the number of employees to be laid off. The Foundation will provide written notice of layoff to the employees, with a copy to the Union, at least four (4) weeks in advance of the proposed date of the layoff or, *alternatively, the Foundation will provide four (4) weeks' wages to the employee in lieu of such notice, or some combination of notice and /wages adding up to four (4) weeks.*
- 11.3 The employee will be placed on a recall list for up to six (6) months, during which time they will not be eligible for pay or benefits coverage. When vacancies occur the Foundation agrees to notify the employees who have been laid off for less than six (6) months of such vacancies and give first consideration for employment to qualified laid – off employees. Employees must notify the Foundation of their intentions to accept the recall to work within seven (7) days.
- 11.4 If the employee has not been recalled within six (6) months of the date of the lay-off, then their employment shall be terminated. Written notice of termination or pay in lieu of such notice shall be provided to employees who have completed three consecutive months of employment, two (2) weeks in advance of the termination.
- 11.5 In the event of a termination under 11.4 above, then in addition to the notice provided in 11.4, the employee shall be provided severance pay at the rates outlined below:

Length of Service	Amount of Severance
0 to 6 months	No Payment
6 to 12 months	3 days pay
13 months or more	1 week per year of service to a maximum of 15 weeks pay.

- 11.5.1 *Minimum severance payable under 11.5 shall be 3 days wages at the employee's regular rate of pay and,*
- 11.5.2 *Maximum severance payable under 11.5 shall be 75 days wages at the employee's regular rate of pay.*
- 11.6 *In the case of a permanent lay-off the employee will receive the appropriate amount of notice or wages in lieu of notice as described in 11.4 at the time of the lay-off.*
- 11.7 *In the event of a termination under 11.4 the notice of wages provided under 11.2 shall form part of the employee's notice of termination or payment in lieu of such notice.*
- 11.8 The Foundation will give first consideration to qualified employees on a recall list if there is a need to engage a Casual or Occasional employee.
- 11.9 For the purpose of calculating severance payment, it is understood that with the closure of CKUA Radio March 20<sup>th</sup>, 1997, all employees at that time were provided with full severance. It is the intention of this agreement that long-service employees suffered NO loss of seniority as a result of the closure as regards to sick leave, vacation credits and other cumulative and related benefits, but only that the accumulation of severance eligibility began from 'zero account' status upon resumption of broadcast operations April 25<sup>th</sup>, 1997, in recognition of the full pay-out of severance upon cessation of operations. It also is understood that NO employee who was in good standing as a permanent member of staff and member of the bargaining unit at the time of closure, and who was retained by the Foundation upon resumption of operations, suffered any loss of seniority or the associated rights and privileges attached to seniority.
- 11.10 Seniority shall start from the date the employee last entered employment with CKUA unless specifically identified elsewhere.

## **ARTICLE 12            DISCIPLINE AND REPRIMANDS**

- 12.1. The Foundation will take disciplinary action for matters that involve breach of the terms of this Agreement including failure to perform job duties in a satisfactory manner.
- 12.2 This action applies to disciplinary matters other than those that, under applicable labour law, constitute cause for suspension or dismissal. In those cases, immediate and decisive action will be taken.
- 12.3 **An employee shall, with 3 days notice, be granted access to all files and information that relates to the employee that was compiled by the station and/or its management. The employee shall, upon request, be provided with copies of such information. Further, the employee may add a written comment to any document on file .**

**The value of progressive discipline with the aim of being corrective in application is recognized by the parties. Therefore, discipline or discharge for just cause shall be preceded by a documented record of counseling, warnings (written and oral) and/or suspensions. The union shall be copied on all notices and an employee may request the presence of a union representative at any meeting deemed to be disciplinary.**

**The steps in the process are as follows:**

*Not all steps will necessarily be taken and may vary considerably depending on the nature and severity of the performance issues.*

**Step 1 – Verbal Warnings**

A verbal warning is given to the employee and every effort is made to ensure that the employee fully understand what the requirements are. A record will be kept of the verbal warning(s).

**Step 2 – Written Warnings**

Details of the infraction and the additional information laid out above are committed to writing and a copy of the letter is placed in the employee's personnel file, with a copy to the union. The letter will indicate that further infractions may lead to more serious disciplinary action up to termination. Reference shall also be made to the previous incidents and attempts to correct the behaviour.

**Step 3 – Second Written Warnings**

Same as above except the letter states that further infractions will lead to suspension or termination.

**Step 4 – Suspension**

Suspension of an employee will occur in one of two general instances:

1. Where it appears that a serious situation has occurred, that further investigation is urgently necessary and where the employee's presence will hamper the investigation or bring about morale or security problems for the Foundation, or:
2. Where Steps 1 – 3 of the Progressive Discipline Process have been followed, insufficient improvement has occurred and Management wishes to reinforce the seriousness of the situation.

**ARTICLE 13      LEAVES OF ABSENCE**

13.1 The Foundation agrees to provide leaves of absence to employees in accordance with the following provisions:

13.1.1      Witness/Jury Duty

Employees who are subpoenaed by the court will receive their normal salary less any amount of fee paid for such service for the period they are absent to appear as a witness or serve as a juror.

13.1.2      Election Leave

Employees will be provided with paid leave, if required, in order to provide them with appropriate amounts of time, as outlined in the appropriate Elections Act, to fulfill their responsibility to vote in local, provincial and federal elections.

13.1.3      Bereavement Leave

In the event of a death in an employee's immediate family the Foundation will grant time off with pay for a maximum of three (3) days. The leave may be extended by up to a further two (2) days giving considerations for required travel, **or other special circumstances. If more time is required and all paid leave has been exhausted, employees may use vacation or leave of absence without pay.**

13.1.4 Emergency Leave

In the event of a critical matter which occurs during the work hours requiring the employee's immediate attention and presence and that cannot be handled by another person or during non-working hours, then the employee shall be granted time off without pay to attend to the matter or to arrange for the matter to be handled by another person.. **Sick Leave may be used for personal emergencies.**

13.1.5 Extended Personal Leave

- a. **CKUA may provide unpaid leave of absence, for a specified duration, to employees for personal reasons.**
- b. Requests for extended personal leave of absence must be submitted in writing to the immediate supervisor and are subject to approval by the senior manager of the station. **Requests shall not be unreasonably denied. The leave may be combined with vacation and or banked overtime.**
- c. The granting of such leaves for up to six months will be accommodated whenever possible. **Every reasonable effort will be made to return the employee to the same position, or, to an equivalent position for which the employee is qualified**

13.1.6 Maternity/Parental Leave

- a. The provisions of this article are available to permanent employees who have completed six (6) months service with CKUA at the time of the child's birth/adoption unless otherwise superseded by applicable legislation.
- b. **Maternity Leave**  
An employee is entitled to a maximum of seventeen (17) weeks of maternity leave without pay. **The employee shall return to their classification upon return.**
- c. **Parental Leave**  
An employee is entitled to a maximum of thirty **seven (37)** weeks of paternal leave, without pay, while caring for a new born or adopted child. **Parental leave may be taken by one parent or shared between two parents, however, the combined total cannot exceed 37 weeks. The employee shall return to their classification upon return.**
- e. **"Maternity Supplement"** means an amount paid by the employer , in lieu of sick leave entitlements , to an employee who is on maternity leave and is receipt of employment insurance benefits.
- f. **During the two week employment insurance waiting period, the maternity Supplement will equal 100 percent of the employee regular earnings. For subsequent weeks, to the extend of sick leave available to the employee, the supplement is equal to 100 percent of the difference between the employee's regular earnings and the employment insurance benefits to which the employee is entitled.**

- g. **No further Maternity Supplement shall be paid following expiration of the elimination period for extended disability benefits or exhaustion of available sick leave, which ever comes first.**

**13.1.8 Compassionate Care Leave**

**Employees shall be allowed a leave of absence of up to eight (8) weeks to care for a family member who is facing death as a result of a serious medical condition. Employees may apply for employment insurance during this leave provided a doctor's note confirming the illness is provided to the Employment Insurance Commission.**

**ARTICLE 14      PAY PROVISIONS**

**14.1 Pay Cheques**

- 14.1.1 The Foundation will ensure the timely payment of employee's earnings based on the time reports submitted by the employee. Accordingly, it is a responsibility of an employee to ensure that time reports are submitted to his/her supervisor in a timely and accurate manner.
- 14.1.2 Employee paycheques shall be issued on a semi-monthly basis. Paycheques will be issued on the 15<sup>th</sup> day on the month or the last working day preceding the 15<sup>th</sup> and two banking days preceding the end of the month.
- 14.1.3 The mid-month cheque shall reflect approximately half of the monthly pay and deductions. Premium payments and other adjustments will be made on the appropriate cheque dependent on the submission of information relative to the established payroll cut-off dates.

**14.2 Merit Increases**

- 14.2.1 In years that the Foundation exceeds its annual budget targets it will make a pool of funds available to be distributed to employees on the basis of their work performance in that year. Available funds will be determined by the Foundation and a fair and equitable method of distribution will be developed to distribute these funds to employees who have performed at a level that exceeds the required performance standard for that job.
- 14.2.2 The level of performance will be based on the performance evaluation report completed by the employee's supervisor and reviewed with the employee.

**14.3 Overtime Payment**

- 14.3.1 **Overtime means all hours or portion thereof worked by an employee in excess of eight (8) hours in a day or forty (40) hours in a week.**
- 14.3.2 **Overtime shall be paid at 1.5 times the employee's hourly rate.**

## **ARTICLE 15          VACATIONS AND HOLIDAYS**

### 15.1 Annual Vacation Leave

15.1.1          The Foundation shall provide regular full time employees a period of paid annual vacation leave that allows for a proper break from the workplace. **In special circumstances employees may carry vacation over to the following year. Such requests shall not be unreasonably denied.**

15.1.2          Regular part-time employees will receive prorated vacation entitlements based on their scheduled weekly work hours. Casual and Occasional employees will receive vacation pay at 4% of salary to be paid **on each pay cheque**

**15.1.3          The vacation accrual shall be calculated from the employees' date of hire.**

15.1.4          The periods of leave entitlement are based on the years of continuous service at the Foundation and are as follows:

- |    |  |                          |
|----|--|--------------------------|
| a. | During the first year of employment        | .825 days per month      |
| b. | 1 to 3 years, <b>on anniversary date</b>   | 10 days per annum        |
| c. | 3 to 6 years <b>on anniversary date</b>    | 15 days per annum        |
| d. | <b>7 or more years on anniversary date</b> | <b>20 days per annum</b> |

15.1.5          Employees who commence employment on or before the 15<sup>th</sup> of the month will receive vacation credits for that month while those commencing after the 15<sup>th</sup> will begin accumulating vacation credits in the month following their commencement date.

## **ARTICLE 16          STATUTORY HOLIDAYS**

16.1          The Foundation agrees to provide the following paid statutory holidays annually to eligible employees as follows:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Family Day	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	

16.2          Any civic holidays proclaimed by the city of Edmonton or Calgary will be given immediate consideration by the foundation.

16.3          When a statutory holiday falls in the mid-week or on a weekend the Foundation will make an advance announcement about observance. If a statutory holiday occurs during an employee's vacation period, it will be recorded as a statutory holiday not a vacation day. Permanent employees working part time will receive pro-rated pay for the holiday to be based on the percentage of hours worked over the previous ninety (90) days.

#### 16.4 Holiday Pay Treatment

16.4.1 If a holiday falls on a regular working day and the employee is not required to work, the employee shall receive their pay for the day.

16.4.2 If the holiday falls on the employee's scheduled day off, or during a vacation period, the employee will add one (1) additional day to their vacation or be given one (1) day off with pay at a mutually agreeable time.

16.4.3 If the holiday falls on a scheduled work day and the employee is scheduled to work, the employee shall be paid their pay for the day in addition to pay for working the holiday calculated at 1 ½ times their rate of pay.

16.4.4 If the holiday falls on a scheduled day off and the employee is required to work overtime, they shall be paid at the overtime rate for all hours worked, in addition to their pay for the day.

16.4.5 Full and Part Time "on air staff" employees shall have the first right of refusal to work Statutory Holidays.

#### 16.5 Casual and Occasional employees

16.5.1 An employee who has received wages on at least fifteen (15) of the thirty (30) days preceding the holiday is entitled to their regular earnings for the holiday.

16.5.2 An employee who has received wages on less than fifteen (15) days in the thirty (30) days preceding the holiday is entitled to one twentieth (1/20) of their wages earned in the thirty (30) days.

### **ARTICLE 17            JOB POSTING**

The CKUA Statement of Principles Concerning Internal Hiring dated August 2002, are to be applied in conjunction with this article.

All bargaining unit positions will be posted internally for a period of no less than seven (7) days; and further, no external advertising of these positions shall take place until the 7 day internal posting period has expired.

17.1 In the event of an emergency requiring immediate hiring, the posting period may be waived or adjusted, with prior approval and agreement of authorized officials of the bargaining unit and CKUA management.

17.1.1 Whenever bargaining unit positions become available, notification will be provided to Shop Stewards for circulation in conjunction with the internal posting(s).

17.2 Promotions and transfers to jobs within the bargaining unit shall be based on qualifications established by the Foundation. These qualifications may include: , knowledge, skill ,**and the**

**relevant competencies and behaviours.** Where one or more applicants satisfactorily meet or exceed qualifications, the Foundation shall award the position to the best qualified candidate. Length of service will be considered when evaluating applicants.

## **ARTICLE 18 HEALTH, SAFETY AND ENVIRONMENT**

- 18.1 Both Parties to this Agreement recognize the requirement to use protective safety equipment supplied by the Foundation. The Foundation shall ensure that each employee is made aware of these requirements, safety rules and regulations.**
- 18.2 Employees shall abide by all safety regulations and wear or use protective equipment provided by the Employer.**
- 18.3 The Company shall ensure the safety of employees while at work.**
- 18.4 The Union fully supports safety initiatives and will Endeavour to ensure its members follow any safety procedures. The Union may make recommendations from time to time related to safety matters which will be considered by the Company.**
- 18.5 Safety Training**
- (a) The Employer shall provide health and safety training and education, including regular upgrade training, sufficient to enable each employee to work with a minimum risk at all jobs they may be assigned.**
- (b) No employee shall be required to perform any job or use any tools or equipment for which they have not received proper instruction**
- (c) All tools and equipment provided by the Employer and used by employees shall be inspected in accordance with Company regulations.**
- 18.6 Where an employee while at work has reasonable cause to believe that:**
- (a) The use or operation of a tool or equipment constitutes a danger to the employee or another employee; or,**
- (b) A condition exists in any place that constitutes a danger to the employee, the employee may refuse to use or operate the tools or equipment or to work in that place.**
- 18.7 An employee may not refuse to use or operate the tool or equipment or to work in a place if:**
- (a) The refusal puts the life, health or safety of another person directly in danger; or,**
- (b) The danger referred to in clause 22.06 is inherent in the employee's work or is a normal condition of employment**
- 18.8 Employees shall;**
- take reasonable care to protect the health and safety of **themselves** and of other workers present while he/she is working.

- cooperate with the employer for the purposes of protecting **their** health and safety.

**18.9 Safety representatives shall be allowed access to all work locations.**

**18.10** A Joint Health, Safety and Environment Committee shall be constituted **pursuant to Part II of the Canada Labour Code**, consisting of two (2) representatives of the Union and two (2) representatives of the Foundation to identify any potential health, safety or environmental hazards and obtain information from the foundation or other persons respecting the identification of hazards and such practices elsewhere. The Committee shall meet monthly and will forward minutes of the meetings to the Foundation and the Union, **and Labour Canada**

**ARTICLE 19            BENEFITS**

19.1 The Foundation agrees to maintain **Sick Leave Benefits**, Short Term Disability and Long Term Disability plans that provide income security for regular full-time and regular part-time employees in the event that they become ill or injured and are unable to work.

**19.1.1 Sick Leave Benefits**

**Sick leave benefits are intended solely to provide income protection in the event of occasional illness. The employee is expected to make personal appointments for such things as medical and dental treatment during non-working hours. Where this is not possible, sick leave benefits may be used for this purpose. Unused sick leave benefits will not be paid to the employee while are employed or upon termination of employment.**

**Employees who are actively employed shall be entitled to prorated sick leave benefits based on the number of months service to September 1. Sick leave benefits are accumulated at the rate of 1.25 days per month to a maximum of 15 days entitlement. This entitlement will be reduced through the year as sick leave is taken and will be restored to the appropriate entitlement on the following September 1 of any given year.**

19.1.2 Short Term Disability

Length of Service	Period paid at 100% of normal pay	Period paid at 70% of normal pay
0 – 6 months	1.5 weeks	15.5 weeks
6 mos. – 1 year	3 weeks	14 weeks
1 – 3 years	6 weeks	11 weeks
3 – 5 years	9 weeks	8 weeks
5 years or more	17 weeks	NIL

If, within thirty (30) days of your return to work following a period of paid Short Term Disability benefits, the Employee again becomes ill or disabled due to the same or a related cause, it will be considered to be a continuance of the same former disability period. In this case, benefit payments will resume immediately.

“The employer may recover (subrogate) money paid to an employee under the terms of this article or the disability plan if the employee receives a compensating payment as the result of action against a third party. It is not intended to subrogate any wages paid by additional insurance which the employee may have.”

### 19.1.3 Family Illness Leave

In the event that an employee has an immediate family member who is ill at home and for whom there is no caregiver available then an employee may, in any entitlement year, access up to two days of their **sick leave** benefits for the purpose of caring for or arranging for the care of the family member.

## 19.2 Group Benefits Plans

The Foundation shall maintain and assist in funding a group benefits plan that insures regular full-time and regular part-time employees and their families in the following areas:

19.2.1 The Foundation shall maintain and assist in funding a group benefits plan that insures regular full-time and regular part-time employees and their families in the following areas:

#### Group Benefits Provided

- a. Alberta Health Care
- b. Life Insurance
- c. Accidental Death & Dismemberment (AD&D)
- d. Long-Term Disability (LTD)
- e. Extended Health Care
- f. Dental Insurance
- g. Vision Care**

**Benefit premiums will be shared between the employee and CKUA, with each party paying 50% of the entire premium cost.**

### 19.2.2 Registered Pension Plan

**The Foundation shall maintain and assist in funding a registered pension plan that insures regular full-time employees and regular part-time employees as they become eligible for participation.**

**Employees will contribute a minimum of 2% of their base earnings, matched to a maximum of 2% of base earning by the employer into the Defined Contribution Pension Plan.**

## ARTICLE 20      POSITION CLASSIFICATIONS

- 20.1 The Foundation agrees to provide the Union with job descriptions for new or altered job classifications, and the applicable salary grade, for positions which fall within the bargaining unit, within thirty (30) days of creating or amending such job classification.
- 20.2 The Union may request an evaluation of such new or amended job classification by submitting such request to the Foundation in writing within 30 days of receiving notification of its creation or amendment.
- 20.3 If upon review of the evaluation by the Union the parties disagree on the classification then the matter may be referred to the Senior Station Manager.

20.4 New or amended job classifications and the applicable salary grade shall become part of this agreement thirty (30) days after the Union is notified of the change.

20.5 *The following job classifications, and others agreed to by the parties, shall be covered by the terms of this:*

**Announcer/Producer I**  
**Announcer/Producer II**  
**Technical Producer**  
**Audio Operator**  
**Music Director**  
**Librarian**  
**Library Assistant**  
**Engineering Technician**  
**Network Administrator**  
**Webmaster**  
**Website Assistant**  
**Donor Relations Manager**  
**Traffic Coordinator**  
**Volunteer Coordinator**  
**Volunteer Coordinator Assistant**  
**Receptionist**  
**Donor Relations Assistant**  
**Creative Writer**  
**A/R Revenue Control**

**The classifications of Technical Services Supervisor, Programming Division Supervisor, News & Current Affairs/Arts and Culture Supervisor and Marketing and Promotions Coordinator are vacant. Should there be a need to staff these classifications the employer and union shall meet to discuss and agree upon the wage rates and job descriptions.**

## **ARTICLE 21            PROMOTIONS AND TRANSFERS**

21.1 The Foundation will normally assign employees work which is related to their job classification. However, it is understood that employees will be required to perform other duties.

### 21.2 Developmental Assignments

Any assignment that involves working in a higher job classification, for the period of five work days or less, will be considered a developmental assignment provided that this does not occur on an ongoing basis.

### 21.3 Promotions

When an employee is promoted to a position in a higher classification, then his/her salary will be increased to the minimum rate of the new classification or their current rate of pay, whichever is higher.

#### 21.4 Lateral Transfers

When an employee transfers laterally within the classification then he/she remain at the current pay rate.

#### 21.5 Transfers to Lower Classifications

When an employee is transferred to a lower classification by management or requests transfer to a lower classification then he/she will be assigned to a pay rate within the lower classification which does not exceed the maximum of the lower salary range.

### **ARTICLE 22            OUTSIDE ACTIVITY**

22.1 The first professional obligation of employees shall be to the Foundation. The employees shall be free to engage in any activities outside working hours provided such activities do not consist of service performed for any other person or company in direct competition with the Foundation or when such activities would create a conflict of interest (unless prior authorized by a senior manager of the Foundation) and provided these outside activities do not interfere with the employee's service with the Foundation.

#### **22.2 Conflict of Interest**

**CKUA takes all reasonable measures to protect the integrity of the organization while preserving the rights of individual staff members to participate as private citizens within the community. Employees should take cautions to prevent conflicts of interest while working for CKUA. A conflict of interest includes instances where an employee engages in conduct in their own interest that may harm the interests of CKUA.**

### **ARTICLE 23            DURATION**

**23.1 5 year contract duration effective September 1 2004 to August 31 2009 with a wage re-opener in 2007 as follows:**

**With sixty (60) days notice, one party may serve notice upon the other party of its intent to open negotiations for the purposes of wage review and a market evaluation survey of the current wages schedules and classifications. The parties may agree to discuss other items of concern duly noted within the notice, however there is no intention to fully open negotiations.**

23.2 When a notice to negotiate a new Agreement, or where notice to terminate this Agreement is given, then the first negotiating meeting shall be held within 30 days after the notice is given.

23.3 Where a notice to negotiate or terminate is given, this Agreement and any continuation of its shall remain in full force and effect subject to the application of the Canada Labour Code.

## **ARTICLE 24 SALARY GRADES**

Position Title	Range/Annual/24%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Audio Operator	Hourly rate 24000 - 29841	11.54 24,000	11.77 24,480	12.00 24,970	12.24 25,469	12.49 25,978	12.74 26,498	12.99 27,028	13.25 27,568	13.52 28,120	13.79 28,682	14.07 29,256	14.35 29,841
Library Assistant	24000 - 29841	24,000	24,480	24,970	25,469	25,978	26,498	27,028	27,568	28,120	28,682	29,256	29,841
Receptionist	24000 - 29841	24,000	24,480	24,970	25,469	25,978	26,498	27,028	27,568	28,120	28,682	29,256	29,841
Vol. Coordinator Assistant	Hourly rate 26000 - 32328	12.50 26,000	12.75 26,520	13.01 27,050	13.27 27,591	13.53 28,143	13.80 28,706	14.08 29,280	14.36 29,866	14.65 30,463	14.94 31,072	15.24 31,694	15.54 32,328
Donor Relations Assistant	26000 - 32328	26,000	26,520	27,050	27,591	28,143	28,706	29,280	29,866	30,463	31,072	31,694	32,328
A/R Revenue Control	26000 - 32328	26,000	26,520	27,050	27,591	28,143	28,706	29,280	29,866	30,463	31,072	31,694	32,328
Creative Writer	Hourly rate 29000 - 36058	13.94 29,000	14.22 29,580	14.51 30,172	14.80 30,775	15.09 31,391	15.39 32,018	15.70 32,659	16.02 33,312	16.34 33,978	16.66 34,658	17.00 35,351	17.34 36,058
Website Assistant	Hourly rate 30000 - 37301	14.42 30,000	14.71 30,600	15.01 31,212	15.31 31,836	15.61 32,473	15.92 33,122	16.24 33,785	16.57 34,461	16.90 35,150	17.24 35,853	17.58 36,570	17.93 37,301
Traffic Coordinator	30000 - 37301	30,000	30,600	31,212	31,836	32,473	33,122	33,785	34,461	35,150	35,853	36,570	37,301
Announcer Producer I	Hourly rate 32000 - 39788	15.38 32,000	15.69 32,640	16.01 33,293	16.33 33,959	16.65 34,638	16.99 35,331	17.33 36,037	17.67 36,758	18.03 37,493	18.39 38,243	18.75 39,008	19.13 39,788
Volunteer Coordinator	32000 - 39788	32,000	32,640	33,293	33,959	34,638	35,331	36,037	36,758	37,493	38,243	39,008	39,788
Music Director	Hourly rate 34000 - 42275	16.35 34,000	16.67 34,680	17.01 35,374	17.35 36,081	17.69 36,803	18.05 37,539	18.41 38,290	18.78 39,055	19.15 39,836	19.54 40,633	19.93 41,446	20.32 42,275
Librarian	34000 - 42275	34,000	34,680	35,374	36,081	36,803	37,539	38,290	39,055	39,836	40,633	41,446	42,275
Technical Producer	Hourly rate 35000 - 43518	16.83 35,000	17.16 35,700	17.51 36,414	17.86 37,142	18.21 37,885	18.58 38,643	18.95 39,416	19.33 40,204	19.72 41,008	20.11 41,828	20.51 42,665	20.92 43,518
Engineering Technician	Hourly rate 36000 - 44761	17.31 36,000	17.65 36,720	18.01 37,454	18.37 38,203	18.73 38,968	19.11 39,747	19.49 40,542	19.88 41,353	20.28 42,180	20.68 43,023	21.10 43,884	21.52 44,761
Network Administrator	Hourly rate 37000 - 46005	17.79 37,000	18.14 37,740	18.51 38,495	18.88 39,265	19.25 40,050	19.64 40,851	20.03 41,668	20.43 42,501	20.84 43,351	21.26 44,218	21.68 45,103	22.12 46,005
Announcer Producer II	Hourly rate 39000 - 48492	18.75 39,000	19.13 39,780	19.51 40,576	19.90 41,387	20.30 42,215	20.70 43,059	21.12 43,920	21.54 44,799	21.97 45,695	22.41 46,609	22.86 47,541	23.31 48,492
Donor Relations Manager	39000 - 48492	39,000	39,780	40,576	41,387	42,215	43,059	43,920	44,799	45,695	46,609	47,541	48,492
Webmaster	Hourly rate 40000 - 49735	19.23 40,000	19.62 40,800	20.01 41,616	20.41 42,448	20.82 43,297	21.23 44,163	21.66 45,046	22.09 45,947	22.53 46,866	22.98 47,804	23.44 48,760	23.91 49,735

## **ARTICLE 25 EXPENSE REIMBURSEMENT**

25.1 Employees shall be reimbursed for expenses necessarily incurred in the performance of their assigned duties. Expenses will be reimbursed as set out in the CKUA expense policy.

## **ARTICLE 26 FOUNDATION PROMOTION**

26.1 The parties recognize the value of employees promoting CKUA outside of scheduled working hours. Therefore, when employees are requested to make public appearances at festivals, openings, promotions and other gala affairs, and there is a promotional advantage to CKUA by such an appearance, once approved by management, the employee will be paid for reasonable expenses, travel, lodging, meals and time while doing the promotion.

**ARTICLE 27            TRAINING COURSES**

- 27.1 The foundation shall provide or arrange sufficient training on current and new equipment to ensure employees can proficiently carry out their job duties and functions. Training shall be provided when new or different equipment or software programs are introduced into a job function. Employees, or management, may request training if they feel the level of training is inadequate.

**ARTICLE 28            DEVELOPMENT**

- 28.1 Upon successful completion of a course previously approved, the employer will reimburse the employee for 100% of the tuition fees and textbooks. It is understood that payment for textbooks that would otherwise become taxable to the employee if kept in their possession, shall remain the property of the employer.

**ARTICLE 29            WORK PERFORMANCE**

The purpose of a work performance review is to facilitate two-way communication and discussion on the employee's performance. Integrity of the process will be maintained by using the process agreed to by the IBEW and the Company (currently the Feedback and Development Review)

- 29.1 An employee's work performance will be evaluated by the responsible manager with respect to meeting expectations. Feedback will be provided on areas of strength, areas requiring improvement and opportunities for development.
- 29.2 The expectations of the job will be reviewed with the employee within the first 30 days after hire. Feedback sessions will be conducted on a regular basis at the end of the probationary period and yearly on the anniversary date, with formal work performance reviews documented as required.
- 29.3 When leaving employment with CKUA Foundation, employees have the option to request an exit interview with their supervisor.
- 29.4 The Performance review provides constructive and objective feedback and is not disciplinary**

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**CKUA RADIO FOUNDATION**  
**AND THE**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**LOCAL 348**

**JOINT LABOUR-MANAGEMENT COMMITTEE**

CKUA and the Union agree to establish a Joint Labour-Management Committee comprising of at least three (3) representatives from each party.

The committee shall meet **semi annually**, or as deemed necessary by the committee, at a time and date agreed to by both parties.

A minimum of two (2) representatives from each party shall be required for quorum and must include at least one union official and the General Manager or his/her designate.

Meetings shall be co-chaired with duties rotated between the chairs on a time frame agreed to by the committee.

Minutes will be taken and approved and a summary prepared for any distribution.

**Statement of Co-Operation & Values**

The Joint Committee of Labour & Management is struck in good faith and is designed to be a positive and co-operative means of identifying and resolving labour-management issues for the benefit of all at CKUA Radio. In this spirit, discussions of the committee are to be at all times respectful and constructive.

While it is understood that committee discussions may lead to development of items or issues for collective bargaining, it is also understood that the work & discussions of the Joint Committee should not and will not supersede or replace either the collective bargaining process or established grievance procedures within that process.

In event of any dispute with regard to this latter issue, the committee, in an effort to maintain co-operative spirit, will default to a tabling of the issue in dispute until such time as it can be determined to be within the committee's purview or dealt with under the collective bargaining process.

**Committee Responsibilities**

To clarify negotiated intent of items within the collective agreement.

To share information on current issues and changing work needs.

To discuss operational issues as they are related to employee morale, productivity, improvements, problem solving and any other issues pertaining to the well being of CKUA and its employees.

To clarify safety issues and procedures and review issues brought forward by the Health & Safety Committee.

To discuss any other bargaining issues agreed to by the committee that do not interfere with the collective Bargaining process.

Signed by:

Ken Regan  
CKUA Radio Foundation

Dated: April 7 2005

Signed by:

Mike Semeniuk  
International Brotherhood of  
Electrical Workers Local 348

Date: April 7 2005

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**CKUA RADIO FOUNDATION**  
**AND THE**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**LOCAL 348**

**SABBATICAL LEAVE**

Following the ratification of the collective agreement, the parties agree to meet for discussions and implementation of an employee funded sabbatical leave that shall form part of the collective agreement

Signed by:

Ken Regan  
CKUA Radio Foundation

Dated: April 7 2005

Signed by:

Mike Semeniuk  
International Brotherhood of  
Electrical Workers Local 348

Date: April 7, 2005

**SIGNED ON BEHALF OF THE CKUA RADIO FOUNDATION:**

**Sharon McMullan-Baron,  
Chairman, Board of Directors**

**Ken Regan,  
General Manager**

**And the Management Negotiating Committee:**

**Terry Kostek**

**Brian Dunsmore**

**SIGNED ON BEHALF OF LOCAL 348,  
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS:**

**Michael Semeniuk,  
Business Manager**

**Mel Grabia,  
President**

**And the Union Negotiating Committee**

**Ellie May**

**David Ward**

**SIGNED ON BEHALF OF THE CKUA RADIO FOUNDATION:**

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**Sharon McMullan-Baron,  
Chairman, Board of Directors**

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General Manager**

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**Terry Kostek**

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