

A Collective Agreement

between

**CKCU-FM Radio Carleton Inc.**

and

**Canadian Union of Public Employees  
and its Local 1281 (CKCU Sublocal)**

Effective: May 1, 2003

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## Definitions

- Employer: Radio Carleton Incorporated
- Union: The Canadian Union of Public Employees and its Local 1281.
- Employees: Those individuals within the bargaining unit **as** defined in Article 2.
- Spouse: For the purposes of this agreement spouse designates wife, husband, cohabiting heterosexual, lesbian and gay partners.

## Article 1 Purpose

- 1.01 The purpose of this Agreement is to establish an orderly relationship between the Employer and its employees represented by the Union; to define clearly the hours of work, rates of pay, and conditions of work; and to provide for a method for the settlement of any differences which may arise out of the application or interpretation of this agreement.
- 1.02 The employer **and** the union agree to conduct themselves in their relationship in a fair, reasonable and equitable manner.

## Article 2 Recognition and Job Security

### 2.01 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Radio Carleton Inc. (CKCU FM), Ottawa, Ontario, excluding casual **and** short term contract employees, station manager and persons above the rank of Station Manager. However, it is recognized that Radio Carleton Inc. (CKCU FM) is a volunteer run organization.

### 2.02 Contract Employees

- 2.02 (a) Any employee hired on contract **for** a duration beyond six (6) months is considered **a** member of the bargaining unit, and is subject to all the provisions of this Agreement except that she/he may not grieve termination **of** employment at the end of the agreed term.
- 2.02 (b) The Employer shall provide the Union with written notice of intent to create **a** new contract position at least 15 working days before beginning the hiring process. Such notice shall include a job description, commencement and termination dates for hiring and employment, and a brief justification for the limited term of the new position.

2.03 Full-time Regular Employee

A full-time regular employee shall be considered to be any employee who is employed for thirty-two hours or more per week. Provisions for leave and vacations covered in this agreement will be calculated on a pro-rated basis as follows, based on the number of hours the employee works in a work week, with a 32 hour work week being considered the norm.

For employees working more than 20 but less than 32 hours per week in a continuing established position, benefits in the following clauses will be pro-rated: 15.05; 16.01; and 17.01.

2.04 Job Security

The Employer and the Union share the objective of providing full-time regular employment and job security to the extent that it is possible.

2.05 No Contracting Out

2.05 (a) In order to provide job security for the members of the bargaining unit, the Employer agrees that no duties or services which can be performed by the employees shall be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other person, company or non-unit employee without the consent of the Union.

2.05 (b) Prior to considering applicants or prospective contractors outside the bargaining unit, the Employer shall notify the Union in writing of the duties which the Employer wishes to be performed by employees outside the bargaining unit or by independent contractors. In so doing, the Employer shall inform the Union of the duties to be performed, the number of hours of work, and the rate of pay or fee to be paid.

2.06 Retention of Rights and Privileges

Should the Employer merge, amalgamate, or combine any of its services or functions with another organization, the Employer, through whatever merger agreement might be involved, will endeavour to retain the benefits and conditions of employment held by the employees in the bargaining unit. In such instances, the Employer agrees to:

- i) credit employees in the new organization with previously accumulated years of service;
- ii) credit employees in the new organization with vacation, sick leave credits and other benefits.

## Article 3 No Discrimination/Harassment

### 3.01 No Discrimination

The Employer and the Employees agree that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practised with respect to **any** employee or applicant for employment by reason of age; race; creed; colour; place of origin; ethnic origin; citizenship; ancestry; native language; political **or** religious affiliation, beliefs or activities; gender; sexual preference or orientation; marital status; family status; parental status; number of dependents; place of residence; record of offenses except where it relates to a bona fide qualification because of the nature of employment; Acquired Immune Deficiency Syndrome (*AIDS*), aids-related Complex (*ARC*), positive Human Immune Deficiency Virus (*HIV*) test; handicap or disability which does not prevent the performance **of** the duties of a position; union membership or activity; nor **by** reason of the exercise of **any** of the rights contained in this Agreement.

3.02 The employer may disqualify an employee *from* covering a story which involves an organization **of** which the employee is **an** active member.

### 3.03 Tests

No employee or applicant for employment shall be required to submit to a blood test, lie-detector test, or any other test for illness or drug dependency.

### 3.04 Sexual Harassment

#### 3.04 (a) Sexual Harassment

Sexual Harassment shall be defined as:

- (i) unwanted attention of a sexually oriented nature; or
- (ii) implied or expressed promise of reward for complying with a sexually oriented request; or
- (iii) implied or expressed threat of reprisal, actual reprisal **or** the denial of **opportunity** for the refusal to comply **with** a sexually oriented request; or
- (iv) sexually oriented remarks or behaviour which may reasonably be perceived to create a negative working environment.

3.04 (b) Gender Harassment

Gender Harassment shall be defined as offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of sexual preference or gender, but which may not be sexually motivated.

3.04 (c) Racial/Ethnic Harassment

Racial/Ethnic harassment shall be defined as offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of race, creed, colour, place of origin, ethnic origin, citizenship and/or ancestry, but which may not be sexually motivated.

3.05 Employment Equity Committee

3.05 (a) The Employer and the Union agree to cooperate in formulating and implementing a program designed to ensure employment opportunity for all present and prospective employees.

3.05 (b) To this end, a joint Employment Equity Committee shall be established, to review all aspects of employment for evidence of differential treatment of employees on the basis of grounds listed in 3.01 and to recommend the necessary measures for eliminating such practices. Staff time on the business of the Employment Equity Committee shall be paid.

3.05 (c) The committee shall consist of equal representation from the Union, the Employer and volunteers, with at least 50% of the members being women.

3.05 (d) The recommendations may deal with, but not be limited to hiring, access to educational advancement, strategies for attracting diverse applicants for employment, and provisions relating to maternity and child-care.

3.06 No Barrier to Affirmative Action

Nothing in this article shall be construed as a barrier to the formulation or implementation of any affirmative action plan mutually agreed upon by the Employer and the Union.

3.07 Personal Rights

3.07 (a) The rules, regulations, and requirements of employment shall be limited to matters pertaining to the duties and obligations of the employees as set out in their job descriptions. Employees shall not be required to perform personal services for supervisors or other representatives of the Employer.

3.07 (b) Only the station manager is authorized to supervise or comment on the performance of employees.

**Article 4 Union Security and Label**

4.01 Union Membership

The Employer agrees that all employees as defined in Article 2.01, shall become and remain members in good standing of the Union during the life of the agreement, as a condition of continuing employment.

4.02 New Employees

The Employer will provide copies of the Collective Agreement to all new Employees.

4.03 The Employer shall designate a bulletin board in a prominent location for Union notices, posters and information.

**Article 5 Union Dues**

5.01 Check-off

The Employer shall deduct from every employee the amount authorized as union dues, and assessments, once each pay **period**.

5.02 Deductions

Deductions shall be made from the payroll, and forwarded once per month, not later than the **fifteenth day** following the end of each month, to the Secretary-Treasurer of the Union. **This** payment shall be accompanied by a list of all employees from whose wages the deductions have been made, such list to include the following information: first name, last name, position, salary, the total gross wages **for** all those paying dues, and amount of deduction.



5.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member the previous year.

**Article 6 Labour/Management Committee**

6.01 At the request of either party, but never at intervals shorter than 30 days except by mutual agreement, meetings will be held between representatives of the employer and representatives of the union to discuss any operational matters and/or issues (excluding grievances) and suggestions to improve the Employer-Employee relationship.

**Article 7 Union Representation**

7.01 Authorization

The Union shall inform the Station Manager in writing of the names of employees authorized to represent the Union in matters arising out of the administration of this Collective Agreement. The Station Manager shall be the Employer's representative in such matters.

7.02 Assistance of Representatives

The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees, and its Local 1281, in dealing or negotiating with the Employer. Representatives of the Union shall have the right to contact workers at work on matters respecting this Agreement or its administration without loss of pay to the employees, providing that such contact does not interfere with the employees performance of his/her duties. Upon prior notice, such Union representatives shall have access to the Employer's premises to assist in the settlement of grievances as defined in Article 8.

7.03 Bargaining Committee

7.03 (a) Members of the Union's Bargaining Committee shall have the right to attend negotiating sessions held within working hours without loss of remuneration. Bargaining times shall be scheduled by mutual agreement provided that this does not interrupt the operations of CKCU nor cause additional expense to the employer.

7.03 (b) The Union and the Employer will advise each other of the names of the members of their respective bargaining committees.

7.04 Technical Information

The Employer shall make available to the Union, on request, information required by the Union, such as budgets, financial statements, policy statements, and directives.

7.05 Notice to the Union

7.05 (a) Where notice or reply to the Union is required in the fulfilment of any clause of this Collective Agreement, such notice shall be in writing to the appropriate steward, with a copy to the President of CUPE/SCFP Local 1281 at **252A** Carleton St., Suite 302A, Toronto, Ontario, **M5A 2L1**.

7.05 (b) Any notice which does not meet this requirement shall be deemed to be null and void.

**Article 8 Grievances**

8.01 Definition

**A grievance is defined as any difference arising between the employees or the Union, and the Employer concerning the meaning, application or administration of this Agreement. The Employer recognizes the rights and duties of Union representatives to prepare, present, and be involved in every aspect of the grievance procedure.**

8.02 Grievance Procedure

8.02 (a) Grievances shall be dealt with in the following manner:

***Step One:*** Where an employee has a grievance, s/he shall discuss the matter with the Station Manager within thirty **(30)** working days after the employee became aware, **or** reasonably ought to have been aware, **of** the occurrence of the circumstances giving rise to the grievance. Minutes of such meetings shall be kept. **If the meeting is not satisfactory to the grievor or the Union, the grievance may proceed to Step Two or Three as appropriate.**

***Step Two:*** Where the decision of the station manager is not satisfactory, the grievance shall be submitted in Writing to the Employer **within** fifteen **(15)** working days. The Employer shall give its decision in writing to the grievor and the Union within fifteen (15) working days. **If the decision is not satisfactory to the grievor or the Union, the grievance may proceed to Step Three.**

*Step Three:* The Union may refer the matter to Arbitration within fifteen (15) working days of receipt of the Step Two decision. If the Union, an employee, or a group of employees choose not to grieve a particular situation, or withdraw a grievance at any stage, such action or lack of action shall be entirely without prejudice.

8.02 (b) The time limits may be extended by mutual agreement.

8.02 (c) Where no answer is given within the time limits specified herein, the Union shall be entitled to proceed to the next step of the Grievance Procedure.

8.02 (d) The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or a group of employees, and to seek redress with the Employer in the manner provided for in this Article. Such grievances may be initiated at Step Two.

8.03 Harassment Investigation and Grievances

8.03 (a) All grievances filed alleging harassment shall be submitted at Step Two of the grievance procedure. The Employer will investigate and take appropriate action.

8.03 (b) No information relating to the Grievor's personal background, lifestyle, or mode of dress will be admissible during the grievance or arbitration process.

8.04 Group Grievance

A group grievance, resulting from a consolidation of similar individual grievances seeking common redress, may be initiated at Step Two under Article 8.02.

8.05 Policy Grievance

A policy grievance, defined as involving a question of general application or interpretation of this Agreement, may be initiated at Step Two under Article 8.02.

8.06 Original Grounds

The Employer agrees not to introduce to the grievance or arbitration procedure any document involving disciplinary action, such as written censures, letters of reprimand, or adverse reports or performance evaluations which were not in the employee's file at the time of filing the grievance.

8.07 Settlement of Grievances

When a grievance has been settled, written documentation shall be made of any agreement reached and shall be signed by representatives of both parties.

**Article 9      Arbitration**

9.01      Selection of Arbitrator

- 9.01 (a)      Where a grievance is referred to arbitration the Union and the Employer shall meet within fifteen (15) working days of notification of intent to proceed, to select an arbitrator.
- 9.01(b)      The arbitrator shall be requested, in writing, by the party requesting the arbitration, to set a place, time and date for the hearing within ninety (90) days of such request.
- 9.01(c)      If the arbitrator is unable to set a hearing within the ninety (90) days stipulated, the Union and the Employer shall meet within five (5) days of being advised by the arbitrator, to select another arbitrator.
- 9.01(d)      Where the Union and the Employer are unable to agree upon a single arbitrator within five (5) working days of meeting for the purpose, or where within fifteen (15) working days, no agreed upon arbitrator can be found who can set a hearing within ninety (90) days, either party shall request, in writing, to the Federal Minister **of Labour** that s/he appoint an arbitrator.
- 9.01(e)      The parties shall jointly and equally bear the fees and expenses of the arbitrator.

9.02      Authority of Arbitrator

The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore the provisions of this Agreement or any expressly written amendment or supplement mutually agreed to and attached to the Collective Agreement, or to extend its duration.

**Article 10      Discipline**

10.01      Just Cause

The Employer shall not discipline, suspend, or discharge an employee without just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the Employer. Failure to conform with the provisions of this article shall render the discipline, suspension, **or** discharge null and void.

## 10.02 Progressive Discipline

The Employer accepts and gives effect to the principle of progressive discipline by adopting the procedures set forth below. The Employer recognizes that, prior to imposing discipline, an employee shall be given a reasonable opportunity to correct the situation about which there has been a complaint. Notwithstanding the above, it is understood that the Employer reserves the right, in extreme situations, to discipline an employee for just cause without having first issued a Letter of Warning, subject to Articles 8 and 9.

### 10.02 (a) Step 1 -- Meeting

Except in the extreme situations as presented above, prior to any consideration of discipline, the Employer shall notify the employee and the Union, in writing, and schedule a meeting to be held within ten (10) working days. The notice shall state the reasons for consideration of discipline. Such a meeting shall be attended by the employee involved, the Union Representative and the Station Manager. The Employer must clearly explain:

- (i) what the Employee has done such that discipline may be considered;
- (ii) what is expected of the Employee to correct the problem; and
- (iii) the time frame for corrective action.

### 10.02 (b) Step 2 -- Letter of Warning

Except in the extreme situations as presented above, no discipline beyond step 1 may be imposed on any employee who has not first been sent a Letter of Warning. Where a Letter of Warning is sent to an employee, the Union and the employee shall be the only parties to receive copies. The Letter of Warning shall state that disciplinary action may be imposed, in accordance with the procedures herein contained, following a repetition of the act or omission which is the subject matter of the complaint and/or, where the complaint concerns the standard of the employee's work, if the employee fails to bring her/his work up to a reasonable standard by a given date to be determined by the Employer. Such date shall give the employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning.

### 10.02 (c) Step 3 -- Notification and Action

Before imposing discipline, the Employer shall notify the employee and the Union, in writing, of her/his decision to impose discipline, and shall include the reasons for such decision.

10.03 Confidentiality

The Employer and the Union agree that all correspondence and meetings related to discipline procedures and grievances shall be kept strictly confidential to the parties directly involved in the investigation and processing of the complaint.

10.04 Disciplinary Files

10.04 (a) **An** employee's employment file may contain entries of a disciplinary nature and such files shall be deemed to be evidence of progressive discipline which may be used in any directly related grievance and arbitration.

10.04 (b) The record of a disciplinary action and matters forming the basis of or raised during such a disciplinary action shall not be referred to or used against an employee after a period of twenty-four months following such **an** action. Any time during which **an** employee is on layoff shall not be regarded as **part** of the twenty-four month period specified above.

10.04 (c) **An** employee shall have the right at any time to have access to and review her/his personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become **part** of the permanent record. The Employer may provide a photocopy of the file for the Employee.

10.04 (d) All personnel files shall be kept in a secure location on the Employer's premises.

**Article 11 Hiring, Promotion, and Staff Changes**

11.01 Postings

When a vacancy occurs or **a** new bargaining unit position is created, the Employer shall notify the Union in writing and post notices **of** the position in the workplace **for** a minimum **of** ten (10) working days, in order that all members of the bargaining unit will **know** about the position. The Employer will **also** send a copy of any posting **to** all employees on layoff.

11.02 Information in Postings

Postings shall include the following: nature of position, qualifications including required knowledge and educational skills, wage or salary rate, that the position is unionized with the Canadian Union of Public Employees, that CKCU-FM is **an** equal opportunity employer, and any other hiring criteria as established in the job descriptions set out in Appendix 2.

11.03 Distribution of Postings

Employment notices will be sent to other campus/community radio stations, as well as any other location the Employer and Union deem appropriate to the position and employment equity goals.

11.04 Composition of Hiring Committee

Hiring decisions for all bargaining unit positions shall be made by a Hiring Committee. The Hiring Committee will be made up of the Station Manager, a member of the Radio Carleton Board of Directors, a member of the bargaining unit and a station volunteer chosen in consultation with the Union.

11.05 Method of Appointment

11.05 (a) The Hiring Committee will interview qualified internal applicants(bargaining unit members) at the same time as any qualified external applicants. All qualified internal candidates shall receive an interview.

11.05 (b) When the committee decides that the experience and qualifications of an internal and external applicant are equal, the applicant from the bargaining unit shall be hired. Whenever possible, the committee shall recognize the intent of 11.05 (c).

11.05 (c) In cases where no internal applicant is deemed qualified, or there are no internal applicants and where experience and qualifications are equal between two external candidates, hiring preference shall be given to individuals whose access to the media, both community and mainstream, may be restricted due to their gender, race, nationality, sexual preference, age, ability, or other factors of historic discrimination, as well as those individuals who increase the range and diversity of perspectives and experiences of the staff as a whole.

11.05 (d) In cases where there are more than one qualified applicant from within the bargaining unit and where experience and qualifications are equal, seniority shall be the overriding consideration.

11.06 Appeal Process

11.06 (a) If **an** applicant **from** within the bargaining unit feels she/he was not afforded a reasonable and fair opportunity to obtain the position, she/he may, within 48 hours of receipt of written notice of failure to obtain the position, require the hiring committee to reconsider their application and be re-interviewed. Such a request must be made in writing. The applicant may be assisted by a union representative in such an appeal process.

11.06 (b) In such cases of appeal, an appeal committee shall be constituted, composed of the Station Manager, who shall chair the committee, a new member of the Board of Trustees, a member of the bargaining unit, and a new station volunteer selected in consultation with the union.

11.07 Union Notification

The Union shall be notified of all appointments, hiring, transfers, layoffs, recalls and terminations of employment in writing.

11.08 Training Period

A training period of at least one (1) week will be provided to **all** new full-time employees, to ensure proper introduction to the skills and techniques of the position as outlined by the current job description(s). The employer and the employee must meet at the end of the first week to evaluate the success of the training. Further training can be requested by the employer and/or the employee at the end of the first week of training. When and where possible, this week is to overlap with the last week of the outgoing employee. In the case where this is not possible, the outgoing employee shall be given two (2) full days with pay of uninterrupted time to produce a final report on the position occupied.

**Article 12 Probation-**

12.01 For a period of three calendar months from the beginning of an employee's employment, **s/he** shall be on probation. **An** employee on probation does not accrue seniority; however, once an employee has passed the probation period and has been confirmed as permanent, her/his accrual of seniority shall be deemed to have begun from the beginning of her/his employment.

12.02 **During** the probationary period, the employer will provide a performance evaluation after one and two months. The evaluation will consist of details regarding the probationary employee's performance in the **various** facets of the job. If possible, the employer will provide assistance to the employee in mastering any problems in performance.

12.03 Where conditions warrant, the Employer may extend **an** employee's probationary period by two (2) months, for a maximum probationary period of five (**5**) months. Where **an** employee's probation period is extended **by two** months, the Employer shall notify the employee in writing **of** all areas requiring improvement. The Employer shall meet with the employee three (3) weeks after the probationary period has been extended, **and** again six (6) weeks after the probationary period has been extended, to provide evaluation and feedback about their work performance.



12.04 An employee on probation may be discharged. The employee shall be given at least five working days' notice of termination. Such notice shall be in writing and shall state the Employer's reason(s) for termination.

12.05 All other rights, benefits and conditions extended to employees under this Collective Agreement shall be extended to employees on probation.

### **Article 13 Seniority**

#### 13.01 Definition

Seniority is defined as the length of service in the bargaining unit, which shall include all service prior to certification of the bargaining unit, and shall, subject to qualifications, be used in determining preference and priority for promotions, transfers, demotions, layoff, recall, and vacation scheduling.

#### 13.02 Seniority List

The Employer shall maintain a seniority list, showing the date upon which each employee's service commenced. Seniority shall accumulate on the basis of length of service with the Employer effective from the first day of employment. **An** up-to-date seniority list shall be sent to the Union and provided to the Shop Steward in January and July of each year.

#### 13.03 Loss of seniority

**An** employee shall not lose seniority rights if s/he is absent from work because of sickness, accident, layoff, professional and/or educational leave, or any other leave to which the employee has a right under this Agreement.

### **Article 14 Layoffs and Recalls**

#### 14.01 Layoff

Any layoff of workers, or reduction of personnel within any job classification, shall occur after full consultation between **the** Employer **and** the Union. Layoffs shall be on the basis of reverse seniority and Article 14.02.

14.01(a) Employees being laid off shall be notified in writing at least four **(4)** weeks in advance of the date of layoff. No employee shall be required to accept an increased workload **as** a result of such reorganization.

14.01(b) In the event of a layoff notice, the Employer shall meet with the Union steward to discuss how to provide such employment as is possible for the employee(s) facing layoff.

14.01(c) Where a vacancy occurs in any position following a layoff, laid off employees, based on seniority, shall have first call on positions for which they are qualified.

14.01 (d) Employees being recalled shall be notified in writing, by registered mail, at least two (2) weeks in advance of the date of the recall. If the employee fails to notify the Employer, in writing, of her/his intention to return to work within one (1) week of receiving the recall notice, s/he shall forfeit her/his seniority rights. It shall be the responsibility of the employee to keep the Employer informed of her/his current address.

14.02 Bumping

Where a position is reduced or eliminated, the employee in that position may "bump" (claim the position of) any less senior employee, provided that the senior employee is qualified for that position. An employee who is "bumped" may, in turn, bump any less senior employee in a position for which the "bumped" employee is qualified. If there is no less senior employee, an employee who is bumped may be laid off, in accordance with this Article. Employees will be deemed to be qualified if they meet the qualifications set out in the job description for the position.

14.03 Benefits During Layoff

The Employer agrees to pay the full coverage to the group insurance plans for employees during the first four (4) weeks of layoff. Employees will also be entitled to one week's coverage of benefits for every year of completed service to the Employer, to a limit of eight (8) weeks. After the period ends for which the employer covers the costs of benefits for laid-off employees, the employee shall have the option of continuing this coverage through direct payment.

14.04 Layoff Grievances

Grievances concerning layoffs shall be initiated at **Step Two** of the Grievance Procedure.

14.05 Seniority During Layoffs

Employees on layoff shall retain seniority in the Bargaining Unit for ~~twenty-~~ four (24) months.

**Article 15** **Holidays**

15.01 Employees shall be given the following paid holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, 1/2-day Dec. 24, Christmas, Boxing Day, 1/2 -day Dec. 31

- 15.01 (a) Such holidays shall normally be taken on the day they occur. Employees may substitute a day-in-lieu for holiday only on the prior approval of the Employer. In such cases, 19.02 will not apply.
- 15.02 In the event that a holiday occurs on a Saturday or Sunday, the Monday following shall be considered the holiday.
- 15.03 If the holiday falls within the vacation period assigned to or chosen by an employee, s/he shall, in addition to her/his regular vacation pay, also receive an extra day's vacation in lieu of such holiday.
- 15.04 During holidays, shift scheduling, on call work and short notice call-ins shall be shared between the Radio Carleton employees and the Station Manager.
- 15.05 An additional four **(4)** floating holidays are granted to be chosen at the employee's discretion and approved by the Employer.

**Article 16 Vacations**

- 16.01 Employees of the bargaining unit shall be entitled to an annual vacation with pay on the following basis:
- (i) In the first year of employment with the Employer, <sup>15</sup> ~~10~~ working days; *DM mf*
  - (ii) After one year of continuous employment, 15 working days;
  - (iii) After two years of continuous employment, **16** working days;
  - (iv) After four years of continuous employment, 17 working days;
  - (v) After five years of continuous employment, 18 working days;
  - (vi) After **six** years of continuous employment, 19 working days;
  - (vii) After seven years of continuous employment, **20** working days;
  - (viii) After eight years of continuous employment, **21** working days;
- 16.02 Vacation entitlements shall normally be used within the year they are earned. However, an employee may carry over, subject to the Employer's approval, vacation entitlement until the following year. Vacation may be taken in advance of entitlement, subject to the Employer's approval and operational requirements.

16.03      Scheduling

Upon consultation with members of the bargaining unit, the station manager shall draw up a schedule of vacations. Consistent with operational requirements, the employer shall make every reasonable effort to schedule vacations in a manner acceptable to the members of the bargaining unit.

16.04      An employee shall be entitled to receive her/his vacation in consecutive weeks.

16.05      Sick leave will be substituted for vacation where an illness or accident occurs while an employee is on vacation.

16.06      Unused Vacation Entitlement

At the time of total layoff, termination or resignation, an employee shall be entitled to be paid for all vacation entitlement not yet taken.

16.07      Vacation Recapture

Upon resignation of an employee, any vacation taken, but not yet earned may be deducted from their final paycheck.

**Article 17      Sick Leave**

17.01      Definition

Sick leave is the period of time an employee is absent from work with full pay and benefits by virtue of being sick or disabled; or because of an accident for which compensation is not payable under the Workers' Compensation Act to a limit of 2 days per month to a limit of 90 days.

17.02      Sick Leave Pay

No employee shall lose pay or benefits by virtue of being on sick leave. The employee must satisfy the Employer that she/he is ill and unable to work. An employee may be required to bring in a medical certificate from a Physician for an illness in excess of five (5) consecutive working days or after seven (7) days of uncertified sick leave within a fiscal year.

17.03      Sick Leave Without Pay

Sick leave without pay shall be granted to any employee who does not otherwise qualify for sick leave with pay, provided there is a reasonable expectation that the employee is able to return to work within one year of the date of application for sick leave without pay.

## **Article 18    Leaves Requests**

18.01            All requests for leave shall be made in writing to the Employer, indicating the time(s) and date(s) being requested. No request for leave shall be denied solely because the employee did not submit her/his request in time.

18.01 (a)      Employees may, at their sole discretion, use accrued overtime in lieu of any of the leave provisions described in Article 18.

### 18.02            Union Business

18.02 (a)      Members of the bargaining unit shall have the right to attend joint labour-management committee sessions held within working hours without loss of remuneration. Meeting times shall be scheduled by mutual agreement, provided this does not interrupt the operations of CKCU nor cause additional expense to the Employer.

18.02 (b)      A Steward shall obtain the permission of the Employer before leaving her/his work to investigate complaints or grievances of an urgent nature or to meet with the Employer to deal with these matters. Said permission shall not be unreasonably withheld.

18.02 (c)      Upon request at least two (2) working days in advance, and within operational considerations of the station, employees shall be entitled to leave without pay in order to process CUPE 1281 grievances not under this Collective Agreement. Requests for leave shall be subject to operational requirements.

18.02 (d)      Upon request at least two (2) working days in advance, employees nominated to serve on an arbitration board or as an arbitrator shall be entitled to leave without pay on the days when the board is required to meet, to a maximum of three (3) days per employee per year. Requests for leave shall be subject to operational requirements.

### 18.03            Union Meetings and Conventions

18.03 (a)      Upon written request at least five (5) working days in advance, leave without pay shall be granted to employees attending the CUPE 1281 Annual General Membership Meeting or Convention. Leave without pay up to a maximum of three (3) working days in a twelve (12) month period shall be granted for attendance at other CUPE 1281 General Membership Meetings **or** Stewards' Councils. Requests for leave shall be subject to operational requirements.

18.03 (b)      Upon written request at least five (5) working days in advance, leave without pay shall be granted to the Union Steward or designate chosen to represent the Union at any authorized Labour Convention or educational seminar. Such leave is to be confined to the actual duration of the Convention **or** educational seminar and the

necessary travelling time. Such leave shall not exceed a total of five (5) working days in the bargaining unit. Leave of absence without pay in excess of the five (5) working days noted above shall be granted upon written request. Requests for leave shall be subject to operational requirements.

18.04 Jury Leave

The Employer shall grant leave of absence to an employee who serves as a juror or witness in any court, and/or when called to act as arbitrator or contract negotiator for issues dealing with CKCU business, or subpoenaed by any group that has legitimate power for issues dealing with CKCU business. The Employer shall pay such employee the difference between her/his normal earnings and benefits and the payment s/he receives for jury service or court witness, excluding payment for travelling, meals, and other expenses.

18.05 Personal Leave

Applications for leave shall normally be made in writing as far in advance as possible. Employee shall be allowed leave of absence with pay and without loss of seniority, to a maximum of fifteen (15) days in each calendar year for the following:

1. Employee's Marriage: Maximum 3 days per occurrence
2. Marriage of employee's child, brother, sister or parents: Maximum 1 day per occurrence
3. Flood, fire or other domestic emergency: Maximum 3 days per occurrence
4. Formal hearing to become Canadian citizen: Maximum 1 day per occurrence
5. Moving one's household: Maximum 1 day per occurrence
6. Bereavement leave - immediate family: death of parent, partner, spouse, sibling, child, mother-in-law, father-in-law, grandparent: Maximum 5 days per occurrence
7. Bereavement leave - other: household member or close personal friend, where employee must arrange funeral: Maximum 2 days per occurrence
8. Family Care Leave: Maximum 6 days per occurrence
9. Other emergency leave not specified: Subject to approval and as determined by the Employer

18.06 Pregnancy/Maternity/Parental and Adoption Leave

18.06 (a) Right to Continue Working

A pregnant employee who wishes to continue working during the period of pregnancy shall not be denied that right.

- 18.06 (b) **An** employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.

Birth mothers who take pregnancy leave are entitled to up to 35 weeks' parental leave. Birth mothers who don't take pregnancy leave, and all other new parents are entitled to up to 37 weeks' parental leave; and

The employee on Pregnancy, Maternity, Parental or Adoption leave shall receive full salary for the first two weeks of their leave, following which they shall receive a supplement to their Employment Insurance/Maternity benefits of 10% of their salary. The duration during which they shall be entitled to the supplement shall be:

- i) Pregnancy/Maternity Leave- "top-up" limit of seventeen (17) weeks;
- ii) Parental/Adoption Leave - "top-up" limit of ten (10) weeks.

18.06 (c) Health Benefits While on Maternity, Parental **and** Adoption Leave

The employee is also entitled to remain on the Employer's health plan without change to the employee's or Employer's contributions for the duration of the leave for which the employee is receiving benefit supplements, as defined in 18.07 (b).

18.06 (d) Unpaid Maternity, Paternal and Adoption Leave

In addition to clauses 18.07 (b and c), an employee shall also be entitled, upon request, to an additional one (1) year unpaid maternity, parental or adoption leave. The employee may continue to pay the full cost of the health plan.

- 18.06 (e) Employees continue to accumulate seniority during the entire period of paid maternity, parental or adoption leave.

- 18.06 (f) Employees shall give at least four **(4)** weeks notice of the start **of** maternity leave, and four **(4)** weeks notice of the date they will return to work.

- 18.06 (g) **If an** employee is to be terminated or laid **off** following her return fi-om the maternity leave and before she is eligible for Employment Insurance benefits, the Employer agrees to make up the number of weeks necessary to ensure eligibility.

18.07 General Leave

*The Employer may grant, in writing, leave of absence without pay of up to three months to any employee, upon written request at least six weeks **in** advance. Permission to take such a leave may not unreasonably be withheld. In any grievance involving the withholding of permission to take such leave, the **onus** lies with the Employer to show that permission was not unreasonably withheld.*

18.08 Time off for Elections

Employee workdays shall be scheduled to ensure four (4) consecutive hours off during the time that polls are open in any federal, provincial, or municipal election or referendum without loss of wages or benefits.

18.09 Return from Leave

Employees returning from leave shall be returned to their former positions, or if the former position no longer exists, shall be placed in another position pursuant to the provisions of 14.02 .

**Article 19 Payment of Wages and Allowances**

19.01 Paydays

19.01 The Employer shall pay salaries and wages in accordance with Appendix 1 .Each payday, each employee shall be provided with an itemized statement of her/his salary and deductions.

19.02 Holiday Pay

Employees required to work on a holiday, as per Article 15, shall be paid one **and** one-half (1 1/2) times the hourly rate of pay of the employee as per Appendix **A** for every hour worked at a minimum, four hours.

19.03 Mileage Allowance

Mileage rates paid to employees using their own automobiles for the Employer's business, upon approval of the Employer, shall be ~~thirty~~ cents per kilometer (\$0.30/km) .

19.04 Travel Allowance

The Employer agrees to reimburse employees for all Employer-approved expenses incurred travelling on the business ~~of~~ the Employer. This shall include:

- a) taxi service to and from the home of the employee when made necessary by special circumstances,
- b) taxi service for employees travelling within the city on the business of the Employer where it is impractical to use other transportation,
- c) bus fare or a bus pass for employees required to regularly travel within the city on the business of the Employer,
- d) parking costs incurred during the performance of work duties,



and any other expenses approved by the Employer. The Employer must approve any such travel expense before it is incurred.

19.05 Staff Development

The Employer shall contribute to the cost of any course of instruction which will assist the employee in the performance of her/his duties or which will better qualify the employee for another position in the bargaining unit. Upon receipt of a request for permission to attend a professional development day/conference, the Employer agrees to assess the request, not unreasonably withhold permission to attend, and grant each employee up to three (3) days per year, plus reasonable travel time, to attend such conference. The Employer shall contribute towards either a course or conference to a limit of \$500 per member of the bargaining unit, per fiscal year.

19.06 Travel Expenses

All employees on authorized travel shall be allowed \$45 per diem with receipts. All travel costs incurred while on the Employer's business shall be paid by the Employer. These costs shall either be equal to bus or train fare for distances of less than six hundred (600) kilometers from Ottawa, or airfare for distances beyond that limit.

19.07 Child care Benefits

Where no other member of the Employee's household is available to provide child care, the Employer may pay an Employee's child care costs for children aged 0-12 in the following situations:

- a) Where the Employer requires an employee to attend a meeting or other work-related event outside the employee's regular working hours;
- b) Where the Employer requires ~~an~~ employee to work outside of the Employee's regular working hours with less ~~than~~ six (6) hours notice.

Such child care costs shall be paid ~~at~~ the rate ~~of~~ \$10.00/hr, to a maximum of \$60/day, subsequent to the provision of a completed claim form, accompanied by ~~an~~ appropriate receipt.

**Article 20 Hours of Work and Overtime**

20.01 Hours of Work

All hours of work necessary for the completion of each employee's duties shall be compensated for in accordance with Appendix 1.

20.02 Breaks

*me*  
*for*  
*me*  
*full*

Each employee will receive a fifteen (15) minute paid break in the first four (4) hours of work. Each employee required to work more than four (4) hours will receive a ~~half~~ hour paid meal break. Employees required to work more than six (6) hours will receive an additional 15 minute paid break.

20.03 Overtime

Overtime shall consist of all hours of duties for the Employer in excess of thirty-five (35) per week, or any hours in excess of the employee's regular weekly appointment.

- 20.03 (a) Overtime shall be compensated for by an amount equal to 1 times the hourly rate of pay for hours up to 35 hours per week, and 1.5 times the hourly rate of pay of the employee as per Appendix A for every hour of overtime worked over 35 hours.
- 20.03 (b) Employees are entitled to substitute days in lieu for overtime worked, subject to the Employer's approval. The calculation of time off shall be based on the overtime rate for hours worked in the same week. Days in lieu shall be scheduled by mutual agreement.
- 20.03(c) There will be a period of at least 10 hours between a ~~shift~~ including overtime and another period of overtime, call-back or normal shift.
- 20.03(d) For the purposes of this clause, a "week" commences at 12:01AM on Monday and ends at midnight Sunday.

20.04 Days in Lieu Buy Out

In the event that the employee has not taken the days in lieu owing to them, they shall, upon severance or retirement, receive an allowance in lieu thereof equal to such credit at a rate of pay effective immediately prior to severance or retirement.

**Article 21 Severance Pay**

21.01 If, as a result of the Employer ceasing part of the operations, or if by reason of any changes in operating methods, the Employer is unable to provide work for a displaced employee at the same regular rate of pay in a comparable class of work, the employee shall be given thirty (30) days' notice or severance pay on the basis of four (4) weeks' pay at the regular rate of the position last held by the employee, and one week's pay for every year of completed service to the Employer, to a limit of eight (8) years.

21.02 For the purpose of implementing this Article, an employee who is laid off with no recall date, or whose recall date is more than a year from the date of lay-off, or who is laid off and whose recall date is cancelled, shall be considered to be terminated.

## **Article 22 Job Descriptions and Reclassification**

22.01 Job descriptions shall be kept up to date, and a copy shall be made available to employees. Any changes to the description and/or duties will be discussed with the employee. While management reserves the right to re-assign duties as required for operational or other valid reasons, it is agreed such changes will be discussed with the employee. Both parties will sign the job description. Job descriptions and assignment of duties will be reviewed annually at a minimum, or as needed.

22.02 In the event of layoff and reorganization of work, the parties shall meet to redefine jobs.

22.03 Where, during the term of this Agreement, the Employer wishes to create a new bargaining-unit position, the job description for that position, including the rate of pay for the position, shall be subject to full consultation between the Employer and the Union.

## **Article 23 Employee's Right To Participate**

23.01 All meetings of the Board of Directors, with the exception of those meetings which deal with contract negotiations, grievances, legal matters, and personnel matters shall be open.

## **Article 24 Technological Change**

### **24.01 No Dismissal**

No employee shall be dismissed or suffer any other reduction in her/his hours of work, because of mechanization or technological changes. An employee who is displaced from her/his position by virtue of technological change or improvements will suffer no reduction in normal earnings and will be given the opportunity to fill other vacancies according to seniority.

### **24.02 Training**

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by an employee or employees under the present methods of operation, the Employer shall provide training for the employee(s) affected, at the Employer's expense.

## Article 25 Benefits

### 25.01 Health Insurance Plan

Premiums for any health insurance plan shall be paid 100% cent by the Employer.

25.02 If the premium paid by the Employer for any employee benefit is reduced as a result of legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees.

### 25.03 Canada Pension Plan

The Employer agrees to pay the Employer's contribution to the Canada Pension Plan, the employee's contribution to be deducted from the weekly payroll of each employee.

### 25.04 Workers' Compensation Board

The Employer agrees to pay the Employer's contribution to the Workers' Compensation Board, the employees' contribution to be deducted from the weekly payroll of each employee.

## Article 26 Health and Safety

26.01 It is the responsibility of the Employer to provide and maintain a safe and healthy working environment for staff, volunteers and visitors. This includes taking every reasonable precaution to prevent personal injury and to comply with all applicable health and safety legislation including the Occupational Health and Safety Act and regulations. In addition, the Employer will maintain policies, such as the Harassment Policy, to ensure the continuance of a safe environment at CKCU. Management and staff agree that a staff member will participate on the building Occupational and Safety Committee.

26.01(a) It is the responsibility of all staff to work safely, to follow safety procedures and to report all unsafe or unhealthy conditions. It is the responsibility of every staff to ensure that station members work safely, and that safe and healthy working conditions are maintained.

26.01(b) The Employer will ensure that at least two employees have First Aid training with any training fees to be paid by the Employer and training hours counted as hours of work. The Employer shall also ensure that a First Aid Kit is present at the station.

26.02      Work Stations

- 26.02 (a) Pregnant employees shall have the right to refuse to work at computer stations with video displays which emit radiation.
- 26.02 (b) The employer shall ensure that employees are provided with safe work stations, including:
- a) Computer monitors that meet current standards for emissions, and which can be adjusted to an ergonomically proper height.
  - b) Office chairs which offer good support and which are in good repair,
  - c) Keyboards and pointing devices which reduce the risk of repetitive strain injuries.
  - d) Guidance in work practices which reduce the likelihood of repetitive strain injuries
- 26.02 (c) No employee shall be required to work in front of a VDT for more than four **(4)** consecutive hours without regular breaks in accordance with accepted ergonomic practice.

**Article 27 International Solidarity Fund**

The Employer will deduct one cent per hour from the employee's wages, which will be remitted annually to the CUPE International Solidarity Fund at 21 Florence St., Ottawa, Ontario, K2P 0W6.

**Article 28 No Strikes or Lockouts**

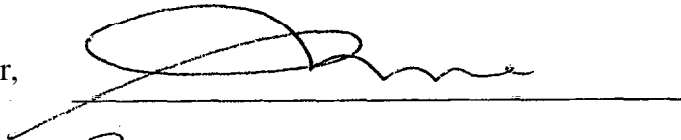
- 27.01 For the duration of this Collective Agreement, there shall be no strike or lockout, as defined by the Canada Labour Code

**Article 29. Duration of Agreement**

This Agreement shall continue in force and effect from May 1, 2003 until **April 30, 2006**. Either party to this Agreement may, not more than sixty (60) days **prior** to April 30, 2006, present the other party, in writing, proposed terms of a renewal of this Agreement and/or amendments to the Agreement. A meeting shall be held within twenty days, at which time the parties will commence negotiations on the proposed amendments and/or terms of a new agreement. Failing agreement by **April 30, 2006**, this Agreement shall continue in force until a new agreement is executed, or until such time, as defined by the Canada Labour Code, as the parties gain the right to strike or lock out.

In witness whereof, the Parties hereto have caused this Agreement to be signed by its duly authorized representatives in Ottawa this 30<sup>th</sup> day of July 2003.

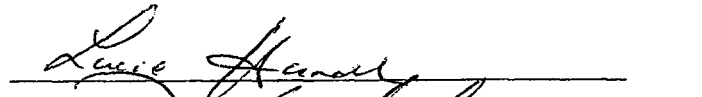
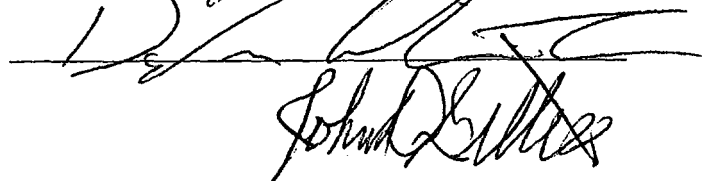
For the Employer,



Patricia Moore, BOARD OF DIRECTORS, MEMBER.  
Mattler Curin, CKCU Station Manager

  
M. PANESA  
BOARD MEMB

For the Union,

## APPENDIX 1 - Salaries

The annual salary for all positions in the bargaining unit shall be increased by 10% in the first year of the agreement, and 2% in each of the two consecutive years.

Salary table:

May 1, 2002- April 30, 2003 - \$21,918.00

May 1, 2003- April 30, 2004 - \$24,109.80

May 1, 2004- April 30, 2005 - \$24,591.99

May 1, 2005- April 30, 2006 - \$25,083.82

*all collected*  
In addition, the staff member responsible for Sales will receive his/her basic salary, plus a bonus for sales of \$25,000 or greater, on a fiscal year basis. This bonus would be paid out after each increment is attained, or at the end of the fiscal year (April 30) which ever is the sooner.

The bonus would be based on a commission calculated as follows:

- for the portion of sales of \$25 000 - \$29 999 commission calculated at 7%
- for the portion of sales of \$30 000 - \$34 999 commission calculated at 10%
- for the portion of sales of \$35 000 - \$39 999 commission calculated at 13%
- for the portion of sales of \$40 000 - \$44 999 commission calculated at 16%
- for the portion of sales of \$45 000 and beyond, commission calculated at 20%

The amount raised during the official funding drive will not be included in the amount eligible for commission.

The following examples illustrate the interpretation of the application of commission:

example 1.

a \$1750 bonus would be paid in lump sum for sales of \$25 000.

example 2.

a \$2249 bonus would be paid in lump sum for sales of \$31 500

[ \$2099 (29 999x7%) + \$150 (1501x10%) = \$2249 ]

example 3.

a bonus of \$3528 would be paid in lump sum for sales of \$41750

[ \$2099 (29 999x7%) + \$500.1(5001x10%) + \$649.87(4999x13%) + \$280(1750x16%) ]