

COLLECTIVE AGREEMENT

between

RADIO CARLETON INCORPORATED



and

CUPE·SCFP / *Canadian Union of Public Employees*
Syndicat canadien de la fonction publique
and its Local 1281

May 1, 2024 - April 30, 2027

TABLE OF CONTENTS

DEFINITIONS	1
ARTICLE 1 – PURPOSE	2
ARTICLE 2 – MANAGEMENT RIGHTS	2
ARTICLE 3 – NO DISCRIMINATION/HARASSMENT	5
ARTICLE 4 – UNION SECURITY AND LABEL	7
ARTICLE 5 – UNION DUES	8
ARTICLE 6 – LABOUR/MANAGEMENT COMMITTEE	9
ARTICLE 7 – UNION REPRESENTATION	9
ARTICLE 8 – GRIEVANCES	10
ARTICLE 9 – ARBITRATION	13
ARTICLE 10 – DISCIPLINE	13
ARTICLE 11 – HIRING, PROMOTION, AND STAFF CHANGES	15
ARTICLE 12 – PROBATION	17
ARTICLE 13 – SENIORITY	18
ARTICLE 14 – LAYOFF AND RECALLS	18
ARTICLE 15 – HOLIDAYS	20
ARTICLE 16 – VACATIONS	20
ARTICLE 17 – SICK LEAVE	22
ARTICLE 18 – LEAVE REQUESTS	23
ARTICLE 19 – PAYMENT OF WAGES AND ALLOWANCES	27
ARTICLE 20 – HOURS OF WORK AND OVERTIME	29
ARTICLE 21 – SEVERANCE PAY	30
ARTICLE 22 – JOB DESCRIPTIONS AND RECLASSIFICATION	30
ARTICLE 23 – EMPLOYEE’S RIGHT TO PARTICIPATE	31
ARTICLE 24 – TECHNOLOGICAL CHANGE	31
ARTICLE 25 – BENEFITS	31
ARTICLE 26 – HEALTH AND SAFETY	33
ARTICLE 27 – INTERNATIONAL SOLIDARITY FUND	35
ARTICLE 28 – NO STRIKES OR LOCK OUTS	35
ARTICLE 29 – COPIES OF THE AGREEMENT	35

ARTICLE 30 – DURATION	36
ARTICLE 31 – REMOTE WORK ARRANGEMENT.....	36
APPENDIX ONE – SALARIES.....	37
LETTER OF UNDERSTANDING – MANAGEMENT EVALUATION	40
LETTER OF UNDERSTANDING – SALES COMMISSIONS	40

DEFINITIONS

Employer: Radio Carleton Incorporated

Union: The Canadian Union of Public Employees and its Local 1281, whose authorized representatives include the Local Representatives, Service Coordinator, the President or designated members of the Executive Committee and National Representatives.

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.

Gender Neutral Pronouns:

In this Agreement, the pronouns “they/them/theirs” are used to denote gender neutral persons both singular and plural.

ARTICLE 1 – PURPOSE

- 1.01** It is the intent and purpose of this Agreement to recognize the community of interest between the Employer and the Union, in promoting the utmost co-operation between the Employer and it's Employees, consistent with the rights of both Parties.

It is the further intent of this Agreement to foster a friendly spirit which shall prevail at all times between the Employer and it's Employees and to this end this Agreement is signed in good faith by the two Parties, defining 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 Union recognizes that, subject to the provisions of this Agreement, it is the function of the Employer:
- (a) To maintain order, discipline and efficiency;
 - (b) To classify positions:
 - (c) To hire, transfer and promote
 - (d) To suspend, discharge or otherwise discipline Employees for proper cause subject to the right of the Employee concerned to lodge a grievance under the orderly procedure outlined in Article 8.

ARTICLE 2 – MANAGEMENT RIGHTS

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, ON, excluding casual and short term contract Employees, station manager and those above.

2.02 Temporary Employee

A temporary Employee is an Employee hired for a specified term to:

- replace a permanent Employee who is on an approved leave of absence as per Articles 17 & 18 in the Collective Agreement and/or
- perform a special non-reoccurring task and/or
- perform additional work and or work of a project-based nature.

Employees hired beyond six (6) months shall become members of the bargaining unit subject to all the provisions of this Agreement except that they may not grieve termination of employment at the end of the agreed term. Any extensions beyond twelve (12) months must be mutually agreed to by the Employer and the Union.

- (a) The Employer shall provide the Union with written notice of intent to create a new or extend an existing temporary position and schedule a meeting with the Union at least ten (10) working days before beginning the hiring process or extending the term. However, there may be exceptional emergency situations that arise that will require the parties to meet less than the ten (10) working days mentioned above. (e.g. the immediate need to fill a temporary work requirement). 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.

2.02.1 Contract Worker

A Contract Worker is an individual or company hired on contract to perform additional work and or work of a project-based nature, for work which is not normally carried out by union Employees. Contract work durations shall not exceed six (6) months without the consent of the Union. The Employer agrees that such contract work will not be a substitute or alternative to permanent positions/work in the bargaining unit. In the event the Employer decides to extend an individual who is hired as a contract worker beyond six (6) months and or re-hires them into a successive contract (s), the parties shall meet to discuss transitioning this individual contract worker to the status of a temporary Employee as noted above in Article 2.02.

- (a) The Employer shall provide the Union with written notice of intent to undertake a contract and shall schedule a meeting with the Union at least ten (10) working days before beginning the contracting process. However, there may be exceptional emergency situations that arise that will require the parties to meet less than the ten (10) working days mentioned above. (e.g. the immediate need to fill a contract work requirement). Such notice shall include a work description, commencement and termination dates for the contract and a brief justification for the decision to use a contract rather than a temporary Employee to carry out the required work.

2.03 Full-time Regular Employee

A full-time regular Employee shall be considered to be any Employee who is employed for thirty-four (34) hours or more per week up to a maximum of 37.5 hours per week. It is understood by the parties that thirty-four (34) hours per

week up to thirty-seven and a half (37.5) hours per work week is considered the norm. Full-time Employees who are bargaining unit members as of the date of the Unions ratification meeting will have the option to choose their work week hours from thirty-four (34) hours per week up to thirty-seven and a half (37.5) hours per week. For Employees working more than twenty (20) hours per week but less than thirty-four (34) hours per week in a continuing established position, benefits in the following clauses will be prorated: 15.05; 16.01; and 17.01.

Note: The new hours of work for the current Employees will become effective as of the date the new Collective Agreement has been signed by the parties.

- (a) For the purpose of this agreement working days may include Saturdays and Sundays. Employees whose normal work week is Monday to Friday shall have the option to accept or decline to work on the weekends.

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

- (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-bargaining unit Employee without the consent of the Union.
- (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 endeavor to retain the benefits and conditions of employment held by the Employees in the bargaining unit. In such instances, the Employer agrees to:

- i) Employees shall be credited with all seniority rights with the new Employer.
- ii) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Employer.
- iii) All work and services presently performed by members of the Union shall continue to be performed by members of the Union and the new Employer.

2.07 No Other Agreements

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative (s) which may conflict with the terms of this Collective Agreement.

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 practiced with respect to any Employee or applicant for employment in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, or discharge by reason of:

- Age;
- Ancestry, colour, race;
- Citizenship;
- Place of origin;
- Ethnic origin;
- Native language;
- Creed;
- Political or religious affiliation, beliefs or activities;
- 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;
- Marital status (including single status);
- Gender identity, gender expression;

- Sex (including pregnancy and breastfeeding)
- Sexual orientation, sexual preference;
- union membership or activity; nor by reason of the exercise of any of the rights contained in this Agreement; or
- Disability as per the Canada Labour Code, and the *Canadian Human Rights Act*

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

(a) 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 behavior, which may reasonably be perceived to create a negative working environment.

(b) 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.

(c) Racial/Ethnic harassment shall be defined as offensive comments and/or actions, and/or exclusion from that 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

- (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.
- (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.
- (c) The committee shall consist of equal representation from the Union, the Employer and volunteers, with at least 50% of the members being women.
- (d) The recommendations may deal with, but not be limited to hiring, access to education advancement, strategies for attracting diverse applicants for employment and provisions relating to maternity and child-care.

3.06 No Barrier to Employment Equity

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

3.07 Personal Rights

- (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.
- (b) Only the Executive Director 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, 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 agrees that all Employees shall be informed that a Collective Agreement between the Union and the Employer is in effect. The Employer shall provide a copy of the agreement to the Employee

upon commencement of employment. In Addition, the Employer shall inform each new Employee in writing of the name and telephone number of the Union Steward.

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

4.04 The CUPE Union Label shall be displayed on all materials such as posters, leaflets and/or written documents produced by members.

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 the Employees from whose wages the deductions have been made, such list to include the following information: first name, last names, positions, 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.

5.04 Tax Form T2200

An Employee may request, in writing stating reasons, that the Employer complete the applicable form required for Employees to deduct expenses related to work from home (currently the T2200 Form). Such a request shall not be unreasonably denied.

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.

Minutes of the meeting shall be taken and the responsibility for doing so shall be rotated between the parties. The minutes of all meetings shall be shared via email no later than ten (10) working days after the meeting.

ARTICLE 7 – UNION REPRESENTATION

7.01 Authorization

The Union shall inform the Executive Director in writing of the names of Employees authorized to represent the Union in matters arising out of the administration of this Collective Agreement. The Executive Director 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 their 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

- (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 Employee.
- (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

- (a) Where notice or reply to the Union is required in the fulfillment of any clause of this Collective Agreement, such notice shall be in writing to the appropriate steward, with a copy to the administrative officer and President of CUPE/SCFP. Notices sent via email shall be sent to office@cupe1281.ca, president@cupe1281.ca and the Unit steward's email. Notices sent via mail shall be sent to Local 1281 at 25 Wood Street, Suite 102, Toronto, Ontario, M4Y 2P9.
- (b) Any notice that 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 the Union representatives to prepare, present, and are involved in every aspect of the grievance procedure.

8.02 Informal Complaint Stage

Where an Employee has a complaint they shall first discuss the matter with the Employer or designate within thirty (30) days after the Employee became aware or ought to have been reasonably aware of the occurrence of the circumstances giving rise to the grievance. Employees have the right to be represented in such a meeting by a Union Steward and or authorized representative of the Union. The Employer shall be given seven (7) business days to seek information and advice and to communicate their decision in writing to the Employee and the Union. In the event that the Employer or the Employers representative is the respondent, the Employee and the Union shall bypass the Informal Complaint and initiate the grievance at Step One of the grievance procedure.

8.03 Grievance Procedure

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

Step One:

Where the decision from the Employer in the Informal Complaint stage is not satisfactory, the Union may file a formal grievance with the Employer Representative within fifteen (15) business days from the date of the response received from the Employer in the Informal Complaint Stage. The Employer shall give its decision in writing to the grievor and the Union within seven (7) working days.

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 Employer is not satisfactory, the grievance shall be submitted in writing to the Executive Board of Directors by an authorized representative of CUPE Local 1281 within fifteen (15) working days. The Employer shall give its decision in writing to the grievor and the Union within seven (7) 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, as outlined in Article 9, 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.

- (a) The time limits may be extended by mutual agreement.
- (b) 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.
- (c) 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.

8.04 Mediation

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding Step three (3) in the grievance procedure, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

8.05 Harassment Investigation and Grievances

- (a) All grievances filed alleging harassment shall be submitted at Step Two of the grievance procedure. The Employer will investigate and take appropriate action.
- (b) No information relating to the Grievor's personal background, lifestyle, or mode of dress will be admissible during the grievance or arbitration process.

8.06 Group Grievance

A group grievance, resulting from a consolidation of similar individual grievances seeking common redress, may be initiated at Step Two under Article 8.03.

8.07 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 8.03.

8.08 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.

8.09 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 Arbitration

- (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.
- (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.
- (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.
- (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 they appoint an arbitrator.
- (e) The Parties shall jointly and equally bear the fees and expenses of the arbitrator.

9.02 Authority of the 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 to 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.

(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 Executive Director. 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.

(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 omissions which is the subject matter of the complaint and/or, where the complaint concerns the standard of the Employer's work, if the Employee fails to bring their 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.

(c) Step 3 – Notification and Action

Before imposing discipline, the Employer shall notify the Employee and the Union, in writing, of their 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

- (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 that may be used in any directly related grievance and arbitration.
- (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.
- (c) An Employee shall have the right at any time to have access to and review their personnel file and shall have the right to respond in writing 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.
- (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 education skills, wage and 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 decision for all bargaining unit positions shall be made by a Hiring Committee. The Hiring Committee will be made up of the Executive Director, 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/Appeal Process

- (a) If an applicant from within the bargaining unit feels they were not afforded a reasonable and fair opportunity to obtain the position, they may, within forty-eight (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.
- (b) In such cases of appeal, an appeal committee shall be constituted, composed of the Executive Director, 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.

11.06 Transfer/Promotion Outside the Bargaining Unit.

No Employee shall be transferred/promoted to a position outside the bargaining unit without their consent. If an Employee is transferred/promoted to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such Employee shall have the right to return to their previous classification in the bargaining unit within a maximum of 12 months, unless mutually extended and agreed to by the parties.

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 (3) calendar months from the beginning of an Employee's employment, they 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, their accrual of seniority shall be deemed to have begun from the beginning of their employment.
- 12.02** During the probationary period, the Employer will provide a performance evaluation after one (1) and two (2) months. The evaluation will consist of details regarding the probationary Employee's performance in the various facets of the job. The Employer will provide assistance to the Employee in mastering any problems in performance. The Employee has the right to be accompanied by a Union Representative during any performance evaluation meetings with the Employer.
- 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, and the Employer shall notify the Employee and the Union in writing of all areas requiring improvement. The Employer shall meet with the Employee and the Union 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 unless the union claims discrimination (as noted in Article 3) as the basis of termination. The Employee shall be given at least five (5) 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, 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 they are 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 – LAYOFF 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.

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

- (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.
- (d) Employees being recalled shall be notified in writing, by registered mail, at least two (2) weeks in advance of the date of recall. If the Employee fails to notify the Employer, in writing, of their intention to return to work within two (2) weeks of receiving the recall notice, (unless prevented from responding due to a medical reason or other just cause) they shall forfeit their seniority rights. It shall be the responsibility of the Employee to keep the Employer informed of their 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 or recalls 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 Years Day	National Day for Truth and Reconciliation
Family Day	Labour Day
Good Friday	Thanksgiving
Easter Monday	Half-day Dec. 24
Victoria Day	Christmas
Canada Day	Half-day, Boxing Day
Civic Holiday	December 31

- (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.
- (b) Between December 27 and January 3, the operational requirements of the workplace are low due to the holidays. Therefore, the Parties agree that the members may rotate who comes in to cover duties one person per day. The Parties further agree that each member must volunteer to work a minimum of one shift, unless there are extenuating circumstances. Volunteer shifts shall be assigned based on seniority. Any remaining shifts shall be assigned by reverse seniority.

15.02 In the event that 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, they shall, in addition to their 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 Executive Director.

15.05 An additional four (4) floating holidays are granted to be chosen at the Employee's discretion and approval by the Employer.

15.06 The Employer shall recognize any other day declared or proclaimed as a statutory or public holiday by the Canada Labour Code.

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 – three (3) weeks.
- ii) After one year of continuous employment – three (3) weeks
- iii) After two years of continuous employment – three (3) weeks
- iv) After three years of continuous employment – three (3) weeks
- v) After four years of continuous employment – three (3) weeks
- vi) After five years of continuous employment – four (4) weeks
- vii) After six years of continuous employment – four (4) weeks
- viii) After seven years of continuous employment – four (4) weeks
- ix) After eight years of continuous employment – five (5) weeks

16.02 Vacation entitlements shall normally be used within the year they are earned. Employees shall accrue vacation from the date of their hire. 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 Executive Director 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 their 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 pay cheque.

16.08 Bereavement during Vacation

Where an Employee's scheduled vacation is interrupted due to a death in the Employee's family, the Employee shall be eligible for leave in accordance with the terms and conditions under Article 18.05 of the collective agreement. The portion of the Employee's vacation which is deemed to be leave under Article 18.05 shall be credited back to their vacation bank.

16.09 Employee Vacation Banks

As of May 1, 2024 the Employer must maintain records of all Employees' vacation usages and how many days are in their bank. Employees shall have access to this information at all times.

ARTICLE 17 – SICK LEAVE

17.01 Definition

- (a) 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 Worker's Compensation Act. Employees will accrue two (2) sick days per month which equates to twenty-four (24) paid sick days in a calendar year, to a limit of 120 days. For the purposes of clarity, the calendar year shall be the twelve (12) month period inclusive from the Employees' date of hire.
- (b) Unused sick leave days accrue for the Employee's future benefits to a maximum of one hundred and twenty days (120) days.

17.02 Sick Leave Pay

No Employee shall lose pay or benefits by virtue of being on sick leave. 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. The Employer may reimburse Employees for any required medical certificates upon request.

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.

17.04 Accommodation/Return to Work

The parties endorse the joint responsibility and importance of early intervention and a safe return to work. When identified, an accommodation for the Employee due to illness and or injury will be considered and when possible alternate/modified work will be assigned in accordance with the restrictions/capabilities (i.e. FAF – Functional Assessment Form or similar assessments provided by a qualified medical professional), whether the disability is permanent or temporary.

When it is determined that a member of CUPE 1281 is unable to perform the full duties of their position due to medical restrictions, the Employer and Employee will meet to discuss the restrictions/capabilities surrounding the Employee's return to work/accommodation. The Employer will notify the Employee of their right to be accompanied by a Union Representative prior to the meeting.

With the Employee's consent, the Employer shall share with the Union information relevant to the accommodation of the affected Employee and information regarding the requirements/duties of the Employee's position.

Notwithstanding the above, the Employer agrees to provide the Union with copies of workplace accommodation arrangements made for the CUPE 1281 members.

ARTICLE 18 – LEAVE 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 their request in time.

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

- (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 and do not cause additional expense to the Employer.
- (b) A Steward shall obtain the permission of the Employer before leaving their 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 unreasonable withheld.
- (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.
- (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

- (a) Upon written request a 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.
- (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 traveling 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.

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 their normal earnings and benefits and the payment they receive for jury service or court witness, excluding payment for traveling, meals and other expenses.

18.05 Personal Leave

Applications for leave shall normally be made in writing as far in advance as possible. An 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 three (3) days per occurrence
2. Marriage of Employee's child, brother, sister or parents: Maximum one (1) day per occurrence.
3. Flood, fire or other domestic emergency: Maximum three (3) days per occurrence.
4. Formal hearing to become Canadian citizen: Maximum one (1) day per occurrence.

5. Moving one's household: Maximum one (1) day per occurrence.
6. Bereavement leave-immediate family: death of parent, partner, spouse, sibling, child, mother-in-law, father-in-law, grandparent, grandchild : Maximum five (5) days per occurrence.
7. Bereavement leave-other: household member or close personal friend, niece, nephew, aunt, uncle: Maximum two (2) days per occurrence.
8. Family Care Leave: Maximum six (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

(a) Right to Continue Working

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

- (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 sixty-one (61) weeks' parental leave. Birth mothers who don't take pregnancy leave, and all other new parents are entitled to up to sixty-three (63) 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/Parental/Adoption benefits of 25% 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.

(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 health plan and without change to the Employee's or the Employer's contributions for the duration of the leave for which the Employee is receiving benefit supplements, as defined in 18.07 (b).

(d) Unpaid Maternity, Parental 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 of unpaid maternity, parental or adoption leave. The Employee may continue to pay the full cost of the health plan.

- (e) Employees continue to accumulate seniority during the entire period of paid and unpaid maternity, parental or adoption leave. Employees will be credited with vacation and sick leave credits accrued during the leave period upon their return from the leave.
- (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 work.
- (g) If an Employee is to be terminated or laid off following their return from the maternity leave and before they are eligible for 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

The Employer shall pay salaries and wages in accordance with Appendix 1. Each payday, each Employee shall be provided with an itemized statement of their 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 ½) times the hourly rate of pay of the Employee as per Appendix 1 for every hour worked at a minimum, four hours.

19.03 Mileage Allowance

Mileage rates paid to Employees using their own vehicles for the Employer's business, upon approval of the Employer, shall be fifty-eight cents per kilometer (\$0.58/km).

19.04 Travel Allowance

The Employer agrees to reimburse Employees for all Employer-approved expenses incurred traveling 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 their 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, and not

unreasonable withhold permission to attend, and grant each Employee up to eight (8) 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 \$1,000 per member of the bargaining unit, per fiscal year.

19.06 Travel Expenses

All Employees on authorized travel shall be allowed \$85.00 daily per diem. All travel costs incurred while on the Employer's business shall be paid in advance 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 years 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 of notice.

Such childcare costs shall be paid at the rate of up to \$15/hour to a maximum of up to \$90/day.

19.08 Technology Allowance

When an Employee is required or allowed to work from home on the first of each month, the Employees shall receive a monthly allowance from the Employer of \$100.00 for the use of their personal internet/phone.

19.09 Reimbursements

The Employer shall reimburse/payout Employees via direct deposit for approved work-related expenses incurred. Management will forward approved invoices from Employees to the accounting office (presently Business Sherpa Group) no later than one (1) week from the date the expense has been submitted by the Employee to the Employer.

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

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 full hour paid meal break. Employees required to work more than six (6) hours will receive an additional fifteen (15) minutes paid break.

20.03 Overtime shall consist of all hours of duties worked for the Employer in excess of thirty-four (34) hours per week, or any hours in excess of the Employee's regular weekly appointment as outlined in Article 2.03.

- (a) Overtime shall be compensated by an amount equal to 1.5 times the hourly rate of pay to the Employee as per Appendix 1. Every hour of overtime worked beyond thirty-four (34) hours per week or any hours in excess of any Employee's regular weekly appointment as outlined in article 2.03 will be compensated at 1.5 times their hourly rate of pay.
- (b) Employees are entitled to substitute days in lieu for overtime worked, subject to the Employer's approval. The calculation for 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.
- (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.
- (d) For the purpose of this clause, a "week" commences at 12:01 am on Monday and ends at midnight on Sunday.
- (e) The method of compensation shall be agreed to with the Employee's manager at the time the overtime is assigned/agreed to, either in time off or pay, both of which would be at time and a half.
- (f) Accrued overtime must be either used as time off in lieu or paid out within 90 days of accrual.

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 received immediately prior to the severance or retirement.

20.05 Employee Overtime Banks (NEW)

As of May 1, 2024 the Employer must maintain records of all Employee's overtime accruals. Employees shall have access to this information at all times.

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 weeks' 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 layoff, or who is laid off and whose recall date is canceled, shall be considered terminated.

ARTICLE 22 – JOB DESCRIPTIONS AND RECLASSIFICATION

22.01 Job Descriptions shall be reviewed by the Employer and the Union on or before April 30th of every year during this agreement, and a copy shall be made available to Employees. Any changes to the description and/or duties which affect an Employee's job classification, will be discussed with the Union and the affected Employee. While management reserves the right to organize and re-assign duties as required for operational or other valid reasons, it is agreed that such changes will be discussed with the Union. Both parties will sign the job description.

22.02 In the event of lay-off(s) and or the reorganization of work, the parties shall meet to redefine jobs.

22.03 Job Classifications

In the case of newly created job positions in the bargaining unit, not covered in Appendix One, established during the term of this Agreement, the rate shall be subject to negotiations between the Employer and the Union. The agreed to rate shall be retroactive to the date of employment in that position.

ARTICLE 23 – EMPLOYEE’S RIGHT TO PARTICIPATE

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

ARTICLE 24 – TECHNOLOGICAL CHANGE

24.01 No Dismissal

No Employee shall be dismissed or suffer any other reduction in their hours of work, because of mechanization or technological changes. An Employee who is displaced from their 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.

24.03 Supplies and Equipment

- a) All Employees will be supplied with the necessary tools, equipment and supplies to carry out their job functions. If an Employee is required to work from home, the Employer will provide the necessary supplies and equipment to the Employee.
- b) Should equipment provided to the Employee fail due to circumstances outside of their control, the Employee shall inform the Employer promptly and the Employer shall rectify the issue. No discipline shall be imposed on the Employee for failure to complete work during a period of time without the appropriate technology or tools.

ARTICLE 25 – BENEFITS

25.01 Health Insurance Plan

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

- The Plan Administrator (Oassis Benefit Plans for Non-Profits) Standard Plan - Employees in Module D
- Greenshield Health Benefits Carrier

- Canada Life – Insurance Carrier
 - Humana Care – Employee Assistance Program (EAP)
- a) Life Insurance 2x annual earnings to a maximum of \$500,000 Full-Time Employees.
 - b) Employee Accidental Death & Dismemberment coverage.
 - c) Short Term Disability (STD) coverage 66 ⅔% of monthly earnings to a maximum of \$750 weekly.
 - d) Long Term Disability (LTD) Taxable Benefit – 66 ⅔% of monthly earnings to a maximum of \$10,000. Waiting period of twelve (12) months.

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 Health Spending Account

The employer agrees to pay an additional 80% of the remainder of costs for medical processes and other expenses which are recognized, but not fully covered, by the Oassis health care plan for which the Employer pays, pursuant to Article 25.01 of this Agreement, up to a maximum total of one thousand and five hundred dollars (\$1,500) the family rate and one thousand dollars (\$1,000) the single rate per year per Employee. Such additional costs may also cover expenses for medical processes and other expenses for an eligible spouse, partner or dependents eligible for coverage under the health plan.

25.04 Upon presentation of a proof of an approved claim made by the Employee for an expense covered by the health plan, the Employer agrees to reimburse the Employee for the eligible remainder of the expense, following the formula provided in Article 25.03, within two weeks from the date the claim was submitted by the Employee.

25.05 Canada Pension Plan

Employee's contribution to be deducted from the weekly payroll of each Employee.

25.06 Worker's Compensation Board

The Employer agrees to pay the Workers Compensation fees on behalf of all bargaining unit Employees.

25.07 Change in Health Benefits Provider

The Employer may substitute another insurance carrier for any of the insured benefit plans, provided that an equivalent or better coverage level of benefits are maintained and proof of such coverage is provided to the Union. The Employer agrees that in any benefits plan/carrier decision, including a change in benefits provider, that the Union will be notified at least thirty (30) days in advance and a reasonable period of consultation with the Union and its members will occur before a final decision to proceed will be taken.

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 Canada Labour Code and regulations. In addition, the Employer will maintain policies, such as the Harassment and the Workplace Violence Policy, to ensure the continuance of a safe environment at CKCU. Management and staff agree that staff members will participate on the Joint Occupational Health and Safety Committee. The Committee shall be composed of an equal number of Union and Employer Representatives but with a minimum of two (2) Union and two (2) Employer members. Where possible, the Union and Employer shall take all reasonable efforts to ensure that Committee Representatives include at least one member from an equity-seeking group.

- (a) It is the responsibility of the staff to work safely, to follow safety procedures and to report all unsafe or unhealthy conditions. It is the responsibility of the Employer to oversee that station members work safely, and safe and healthy working conditions are maintained.
- (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 maintain and ensure that a First Aid Kit is present at the station.
- (c) The Joint Occupational Health and Safety Committee shall hold meetings at least every three (3) months, or more frequently if requested by the Union or by the Employer for jointly considering monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

26.02 Work Stations

- (a) Pregnant Employees shall have the right to refuse work at computer stations with video displays which emit radiation.
- (b) The Employer shall ensure that Employees are provided with safe workstations, including:
 - (i) Computer monitors that meet the current standards for emissions and which can be adjusted to an ergonomically proper height.
 - (ii) Office chairs which offer good support and which are in good repair.
 - (iii) Keyboards and pointing devices which reduces the risk of repetitive strain injuries.
- (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 the accepted ergonomic practice.

26.03 Time off for Health and Safety Training

Union members of the Joint Occupational Health and Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend educational courses and seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters.

26.04 CPR Training

The Employer will make available to all Employees the opportunity to attend a properly-accredited Cardio Pulmonary Resuscitation (CPR) Course. Time spent attending this course will be considered as time worked, and the Employer will assume all costs, if any, of this course.

26.05 Certified Worker Training

The Employer will pay for the training/program fees for at least one (1) Union Health & Safety Committee Representative as defined under the *Ontario Occupational Health and Safety Act*.

26.06 Quarantine

Time lost by an Employee as a result of being quarantined by a Medical Officer of Health or designate, and or Public Health Emergency declaration, in accordance with the applicable legislation, shall be treated as a leave of absence with pay for the duration of the quarantine. If the Employee is able to work during the quarantine period, the Employee shall work from home.

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 1375, St. Laurent Blvd., Suite 123, Ottawa, ON K1G 0Z7.

ARTICLE 28 – NO STRIKES OR LOCK OUTS

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

28.02 Pre-approved Vacation Payment during a Strike/Lockout

If the Employer has approved scheduled vacation for an Employee before a strike vote has been taken and subsequently the Employee goes on strike or is locked out during a time for which the vacation had been scheduled, the Employer shall pay to the Employee the vacation pay that would have been paid to them with respect to that vacation.

If an Employee has approved vacation during a strike/lockout and elects to cancel said vacation, the Employee will contact the Employer in writing prior to the commencement of the scheduled vacation time to cancel their vacation leave. Any canceled vacation leave credits will be returned to the Employee's vacation leave bank.

28.03 Official University Closure

Should the President or their delegate declare that the University or an area of the University, be officially closed temporarily due to environmental conditions, utility disruptions, road conditions, publicly declared emergencies, acts of God or other similar emergencies beyond the control of the Employees covered by this Agreement, Employees shall receive their regular salary and benefits during the closure. This is assuming we are still located on the Campus.

ARTICLE 29 – COPIES OF THE AGREEMENT

29.01 Upon request, the Union shall print a copy of the Collective Agreement for each Employee and Board member within thirty (30) days of signing, with the costs to be shared equally between the Union and the Employer.

29.02 If needed, the Employer shall provide a French translation of this agreement upon the Employee's request with the cost to be shared equally between the Union and the Employer.

29.03 In case of disagreement between the English Agreement and the French translation, the English Agreement shall be enforced.

ARTICLE 30 – DURATION

30.01 This Agreement shall be binding and remain in effect from May 1, 2024 to April 30, 2027.

30.02 Either Party to this Agreement may, no sooner than February 1, 2027, present to the other Party, in writing, proposed terms of a renewal of the Agreement and/or amendments to the days, at which time the Parties will commence negotiations on the proposed amendments and/or terms of a new Agreement.

30.03 Failing Agreement by May 1, 2027 this Agreement shall continue in force until a new Agreement is executed, as defined by the Canada Labour Code as the parties gain the right to strike or lockout.

30.04 In witness thereof, the Parties hereto have caused this Agreement to be signed by its duly authorized representatives in Ottawa this 23rd day of May, 2024.

ARTICLE 31 –REMOTE WORK ARRANGEMENT

31.01 The Parties recognize that remote work is an option for all Employees. This work arrangement permits Employees to perform all or a significant portion of their duties at a location other than the Employer's premises.

31.02 Employees participating in the Employer's hybrid work program may be required to work two (2) days per week at the Employer's premises, unless otherwise agreed in writing.

31.03 Employee requests for accommodation under the *Canadian Human Rights Act* that require the Employee to work remotely for any period of time will be reviewed independently from this process.


31.04 The Employer shall provide Employees working remotely with a laptop computer, carrying case, keyboard, mouse, and external monitor. Any other home office equipment is the responsibility of the Employee.

This equipment will remain the property of the Employer and will be returned to the Employer when the Employee's employment or remote working arrangement ends. The Employer will assume responsibility for normal maintenance, repair, and technical support of this equipment unless the Employee has been proven to be negligent (included but not limited to: loss, water damage).

Signed electronically by the parties.

For the Union:

Jordan David
Bargaining Team Member/Unit Steward



Taylor Kociszewski
CUPE National Representative

For the Employer:

Corrie Rabbe
Board Chair

Gray Simms
Board Treasurer

sp:cope491 ↗

APPENDIX ONE – SALARIES

APPENDIX 1 - SALARY PAY SCALE						
34hrs/week - 1768 hrs/year						
CLASSIFICATION	May 1, 2024, to April 30, 2025 4% increase		May 1, 2025 - April 30, 2025 4% increase		May 1, 2025 – April 30, 2026 4% increase	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
Production Manager	\$28.27	\$49,967.75	\$29.40	\$51,966.46	\$30.57	\$54,045.11
Program Director	\$28.27	\$49,967.75	\$29.40	\$51,966.46	\$30.57	\$54,045.11
Volunteer Community Manager	\$28.27	\$49,967.75	\$29.40	\$51,966.46	\$30.57	\$54,045.11

APPENDIX 1 - SALARY PAY SCALE						
37.5 hrs/week - 1950 hrs/year						
CLASSIFICATION	May 1, 2024, to April 30, 2025 4% increase		May 1, 2025 - April 30, 2025 4% increase		May 1, 2025 – April 30, 2026 4% increase	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
Office Administrator Executive Assistant to the Executive Director	\$28.27	\$55,111.49	\$29.40	\$57,315.95	\$30.57	\$59,608.59

RETROACTIVITY

Any retroactivity owing will be paid out to all present and past Employees within two (2) pay periods of the Union’s ratification of this settlement.

All wage increases and adjustments provided for in this Agreement shall be retroactive to the effective date of such increase or adjustment. All items will be effective and retroactive to May 1, 2024, unless otherwise specified in the Memorandum of Settlement.

Retroactivity will be based upon all hours paid.

Retroactivity pay and adjustments will be paid on a separate cheque or direct deposit. The Employer will supply the Employee with a detailed explanation of the retroactive pay calculations. Retroactivity will be paid in respect of all remuneration to all eligible Employees on the payroll as of the expiry date of the previous agreement (April 30, 2024) and to all new Employees hired since that date.

In the event an eligible Employee shall have terminated their employment since April 30, 2024, the Employer shall advise the Employee within thirty (30) days by notice in writing by registered mail to the last known address on the records of the Employer and the Employee shall have sixty (60) days from the posting with which to claim any payment due to them. Retroactivity will be paid within two (2) pay periods (bi-weekly) of the Employee making such a claim.

Signed electronically by the parties.

For the Union:

For the Employer:

Jordan David
Bargaining Team Member/Unit Steward

Corrie Rabbe
Board Chair



Taylor Kociszewski
CUPE National Representative

Gray Simms
Board Treasurer

sp:cope491 

Letter of Understanding

Between

CKCU ("The Employer")

AND

Canadian Union of Public Employees Local 1281-06 CKCU ("The Union")

RE: Management Evaluation

The Employer shall arrange for an evaluation form (in a format prepared by the Employer) to be distributed to Employees on an annual basis, and at other times at Employer's discretion. Such a form will provide Employees with an opportunity to provide feedback to the Employer regarding the management of CKCU over the evaluation period. The form will be distributed by the CKCU Board Chair or by another designated Board member, with completed forms to be returned to the same individual. The results of the form will be distributed to CKCU's Board of Directors, who will keep the results confidential subject to any disclosure obligations under applicable law.

At least once per year, the Board Chair or their designate shall offer to meet with each Employee to receive feedback regarding the management of CKCU. Such a meeting will be held within 30 days of such an offer being accepted. The Employee may bring union representation to this meeting.

Signed electronically by the parties.

For the Union:

For the Employer:

Jordan David
Bargaining Team Member/Unit Steward

Corrie Rabbe
Board Chair



Taylor Kociszewski
CUPE National Representative

Gray Simms
Board Treasurer

sp:cope491 ↗

Letter of Understanding

Between

CKCU ("*The Employer*")

AND

Canadian Union of Public Employees Local 1281-06 CKCU ("*The Union*")

RE: Sales Commissions

WHEREAS the Parties agreed to a commission bonus to be paid to staff members responsible for sales in previous rounds of negotiations.

WHEREAS the Employer eliminated the "Sales and Marketing Director" classification in 2015.

WHEREAS the Employer would like to remove the commissions bonus previously outlined in Schedule one as the Employer believes that the sales work is no longer being performed by the Bargaining Unit.

WHEREAS the Union believes that the work of sales is and could be performed by Bargaining Unit members.

THEREFORE, in order for the Parties to investigate this matter and resolve whether 1281 members perform sales work the Parties agree to move the commission language from Schedule A to this LOU.

AND should the Parties agree sales work is being performed by any 1281 member, commission bonus language shall be negotiated into the body of the Collective Agreement in the next round of negotiations using the existing language as a starting point.

AND should any member of the bargaining unit perform sales they shall collect the commissions bonus as outlined below:

- A. in addition, the staff member responsible for sales will receive their basic salary, plus a bonus on all collected sales of \$25,000 or greater, on fiscal basis. This bonus would be paid out after each increment is attained, or at the end of the fiscal year (April 30th), whichever is 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%.

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

Signed electronically by the parties.

For the Union:

For the Employer:

Jordan David
Bargaining Team Member/Unit Steward

Corrie Rabbe
Board Chair



Taylor Kociszewski
CUPE National Representative

Gray Simms
Board Treasurer

sp:cope491 ↗