

COLLECTIVE AGREEMENT

Between

CKUA Radio



And

LOCAL UNION 2228

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS



September 1, 2018 to August 31, 2023

Contents

ARTICLE 1	INTENT and SCOPE	3
ARTICLE 2	MEDIATION PROCEDURE DURING NEGOTIATIONS	3
ARTICLE 3	DEFINITIONS	4
ARTICLE 4	MANAGEMENT RIGHTS	5
ARTICLE 5	UNION RIGHTS and RECOGNITION	5
ARTICLE 6	RESPECT IN THE WORKPLACE	7
ARTICLE 7	NO STRIKE OR LOCKOUT	9
ARTICLE 8	HOURS OF WORK	9
ARTICLE 9	WORK SCHEDULES	11
ARTICLE 10	DISPUTE RESOLUTION and GRIEVANCE PROCEDURE	13
ARTICLE 11	LAYOFF PROCEDURE and NOTICE of TERMINATION	14
ARTICLE 12	DISCIPLINE AND REPRIMANDS	16
ARTICLE 13	PAY ADMINISTRATION	17
ARTICLE 14	LEAVES of ABSENCE	18
ARTICLE 15	VACATIONS	25
ARTICLE 16	STATUTORY HOLIDAYS	27
ARTICLE 17	JOB POSTING	28
ARTICLE 18	HEALTH, SAFETY AND ENVIRONMENT	28
ARTICLE 19	PENSION and HEALTH BENEFITS	30
ARTICLE 20	POSITION CLASSIFICATIONS and PAY SCALES	33
ARTICLE 21	DEVELOPMENT ASSIGNMENTS, PROMOTIONS and TRANSFERS	35
ARTICLE 22	CONFLICT of INTREST and CONFIDENTIALITY	35
ARTICLE 23	EXPENSE REIMBURSEMENT	36
ARTICLE 24	PROMOTIONS and COMMUNITY ENGAGEMENT	36
ARTICLE 25	LEARNING and DEVELOPMENT	37
ARTICLE 26	PERFORMANCE MANAGEMENT	38
ARTICLE 27	WORK LOCATIONS	39
ARTICLE 28	JOINT LABOUR-MANAGEMENT COMMITTEE	39
APPENDIX 1	LETTER of UNDERSTANDING – SALARY SURVEY	41
	SIGNATURE PAGES	42

Article 1 INTENT and SCOPE

1.1 INTENT

This agreement intends to recognize a common interest between CKUA and the Union in promoting sustainability and a drive for excellence in the pursuit of connecting and inspiring people through the power of music, arts, culture and story. With a friendly spirit and the utmost co-operation between CKUA and its employees, this agreement sets forth conditions of employment to be observed between the parties. Furthermore, this agreement will provide a procedure for prompt and equitable adjustments of grievances so that there is no impeding of work, work stoppages or strikes, or other interferences to the operations of CKUA. This agreement also takes into consideration a rapidly changing technological environment that affects the dynamics, efficiencies and conditions of work that must be undertaken for CKUA to thrive.

1.2 SCOPE

DEFINITION OF THE BARGAINING UNIT

CKUA recognizes Local 2228 IBEW as the sole and exclusive collective bargaining agent for all employees as outlined in Order No. 10000-U of the Canada Industrial Relations Board dated January 28, 2011, and any amendments thereto as mutually agreed by the parties as follows:

"all employees of CKUA Radio Foundation, excluding the Chief Executive Officer, Content Director, Director of IT and Technical Services, Director of External Relations, Director of Finance and Administration, Development Manager, Communications and Marketing Manager, Events and Volunteer Manager, Executive Assistant, Senior Accountants, Senior Development Officers and contract employees."

Article 2. MEDIATION PROCEDURE DURING NEGOTIATIONS

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

Article 3 DEFINITIONS

3.1 Employee means any of the following when employed by CKUA:

- 3.1.1** Permanent Full-Time Employee means a person employed by CKUA, between twenty-one (21) and forty (40) hours per week, as covered under the terms of this agreement and whose employment is expected to continue indefinitely, subject to terminating action by either party.
- 3.1.2** Permanent Part-Time Employee means a person employed continuously and works one (1) or more hours but fewer than twenty-one (21) hours per week. Part-time employees will be covered on a prorated basis under the terms of this agreement for all entitlements they qualify for. Part-time shall be paid a benefits allowance as specified in Article 19.
- 3.1.3** Temporary Employee means an employee engaged for project work or to cover off Permanent FT or PT employees on leaves under Article 13 and who have a planned scope of work and end date. Such employees shall be eligible for benefits coverage or benefits allowance. They shall be paid four percent (4%) vacation pay each pay period.
- 3.1.4** Occasional means an employee engaged in working on an intermittent or as required basis and whose work hours will not exceed an average of twenty (20) hours per week, up to 1040 hours over a year. Such employees shall be covered, as set out in the terms of this agreement, and will not be eligible for benefits coverage or benefit allowance.
- 3.1.5** Probationary Employee means an employee who has not completed their first three (3) months of employment. Health and other benefits commence at the conclusion of the probationary period. If an extension is required, the Union will be notified.
- 3.1.6** Basic Rate of Pay means the specified amount of money per day calculated as follows: basic hourly rate times the scheduled hours of work.
- 3.1.7** Basic Hourly Rate means the specified amount paid to an employee for each hour of work in accordance with the wage schedules that form part of this agreement. All other amounts payable to any employee are wholly excluded from the term "basic hourly rate."

3.2 Schedule

The daily and weekly hours of work, location and activities an employee is assigned to complete their work over a set period, subject to collective agreement provisions.

3.3 Shift

Daily paid work periods specifying start and end times, including work breaks and an unpaid lunch break.

3.4 Work Reporting Locations

Employees will report for work at the CKUA Edmonton Studios, CKUA Calgary Studios, home offices, and/or festivals, community engagement events and other off-site work events.

3.5 Flex Schedule

Identifies when an employee works either a Work Week Flex or Daily Flex Schedule identified in Article 8 – Hours of Work.

3.6 Methods of communication

Where notification is required in this agreement, email is the default method.

Article 4 MANAGEMENT RIGHTS

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

Article 5 UNION RIGHTS and RECOGNITION

5.1 Recognition

- 5.1.1** CKUA recognizes the Union as the sole bargaining agent for all the employees as outlined in the certification by the Canada Labour Board.
- 5.1.2** CKUA hereby consents and agrees to negotiate with the Union pursuant to applicable labour legislation in any and all matters pertaining to this agreement.
- 5.1.3** CKUA agrees to recognize the designated Union Representative and any duly authorized Shop Steward provided that the Union has advised CKUA, in writing, of their election/appointment.

5.2 Notices to the Union

5.2.1 CKUA will notify the Union, in writing, of the following

- (a)** Notice of hiring, dismissal, promotion or transfer of any employee within the bargaining unit.
- (b)** Notice of extension of probationary period, suspension, or any disciplinary action placed on a bargaining unit employee's file.
- (c)** Any notice to employees pertaining to an agreed-to change in the application or interpretation of this agreement.

5.3 Union Access to Foundation Premises

5.3.1 CKUA encourages the duly authorized Union representative to access the employer's premises to conduct inspections or investigations pertaining to this agreement's terms and conditions upon reasonable notice to CKUA.

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

5.4 Dues Checkoff

5.4.1 All Union members shall have deducted from their wages, deductions levied in accordance with the Union's constitution and bylaws; however, membership in the union shall be at the employees' choice.

5.4.2 CKUA agrees to remit the monies monthly so deducted to the Union. CKUA shall remit monies by the 15th of the month following the month for which the monies are deducted and accompanied by a list of employees from whom such deductions have been made.

5.4.3 It is understood that the Union will save CKUA harmless from any and all claims made to it, by any employee, for amounts deducted as herein provided.

5.5 Leave for Union Activities

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

5.5.2 Upon request by the Union, CKUA agrees to release without loss of pay up to two (2) employees to attend negotiation meetings with the representatives of CKUA. A written request for such release shall be submitted (fourteen) 14 days before the first meeting date. It is recognized that the scheduling of such meetings is subject to mutual

agreement. CKUA shall not be responsible for payment of penalties resulting from changes of a shift to enable such employees' release.

5.6 Seniority Lists

5.6.1 The employer agrees to provide a seniority list to the Union. The list shall include the names, seniority dates, pay scale, job title, classification (hours worked each month). The list shall also include employee's home addresses unless the employee has requested, in writing, that CKUA restrict this information.

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

5.7 Notifications

5.7.1 CKUA agrees to the communication of announcements by the Union regarding elections, meetings, negotiation meetings, and internal affairs of the Union, provided such notices are authorized by the CEO or Director of Finance and Administration at CKUA. Authorization shall not be unreasonably withheld.

5.7.2 The Union will advise the Human Resources representative of its officers' names and stewards in February of each year or when changes and appointments are made. In dealings with CKUA, no employee shall act on behalf of the Union until such notification is given.

ARTICLE 6 RESPECT IN THE WORKPLACE

6.1 Employees have the right to expect that management and the board of directors govern the organization with the best interests of CKUA's sustainability and long-term viability in mind. Complaints regarding respect in the workplace, harassment, or discrimination in applying the agreement shall be treated seriously and in strict confidence. All union employees have the right to have a Union representative present throughout this process.

6.2 CKUA, the Union and its members acknowledge it is a discriminatory practice, in matters related to employment, to harass an individual on any of the following prohibited grounds of discrimination: race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, disability, genetic characteristics, a conviction for which a pardon has been granted or a record suspended, or union or political affiliation. Discriminatory practice also includes any comment or conduct based on the grounds listed above that offends or humiliates. Discriminatory harassment will have taken place if it is known or ought to have reasonably been known that the behaviour in question was unwelcome or inappropriate in the workplace.

Harassment will have the same meaning as defined in the Canadian Human Rights Act and the Canada Labour Code. Harassment includes engaging in the course of vexatious comment or conduct that is known or ought to be known to be unwelcome.

6.3 The Parties agree that they will not tolerate, ignore or condone bullying, improper comments, conduct, actions or gestures directed towards a specific individual that would be reasonably considered to create an intimidating, humiliating, hostile or offensive work environment.

6.4 Every effort has been made to use gender-neutral language throughout this Collective Agreement. Where a noun, pronoun, or adjective indicating gender or sex is used, any other gender or sex shall be deemed to be included.

6.5 Complaints Process

When an employee believes that they have been harassed or experienced a violation of respect, they may file a complaint under the CKUA Respect in The Workplace policy as soon as possible after the occurrence. They may also file a grievance as per the collective agreement or the Federal Legislation. If a grievance is filed, it is held in abeyance until the investigation outlined in Article 6.6 is complete.

6.6 If a complaint is filed alleging harassment or violation of respect, CKUA will immediately:

6.6.1 STEP ONE: take steps to protect the wellbeing of all parties involved

6.6.2 STEP TWO: investigate to resolve the issue and to protect the rights of all the parties involved

6.6.3 STEP THREE: CKUA will immediately acknowledge receipt of the complaint to the complainant. CKUA will then meet with the person(s) subject of the complaint as soon as possible but no later than ten (10) days after receiving the complaint.

6.7 Complaints arising may be dealt with through an alternate dispute resolution process (ADR) as agreed to by the parties. Once alternate dispute resolution mechanisms are agreed to by the parties, any grievance filed will be held in abeyance pending the ADR process results. Furthermore, employees are precluded from other redress avenues, save and except applicable legislative procedures, until the ADR process has concluded. The ADR process shall not result in any unreasonable delay.

6.8 Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

6.9 CKUA will take corrective or disciplinary measures as required. Such disciplinary action (Article 12), when taken against an employee in this bargaining unit, shall be covered by the provisions of this collective agreement. Such action must be taken in a timely manner.

ARTICLE 7 NO STRIKE or LOCKOUT

- 7.1 The Union will not cause, nor authorize its members to cause, nor will any member take part in any strike, either sit-down or stay-in, or any other kind of interference or any other work stoppage, total or partial, of CKUA's operations during the tenure of this agreement. CKUA will not cause, engage in, nor permit a lockout of any of its employees within the bargaining unit while this agreement is in force.
- 7.2 CKUA will not require any employees to perform the duties of any other person who is engaged in a lawful strike, expressly for the purposes of strike breaking, or to originate a program or programs expressly for the purpose of strike breaking. This clause will not apply in those instances where CKUA shares facilities with another company whose employees are involved in a lawful strike. In such an event, CKUA shall have the right to require its employees to perform only such work as necessary to ensure continuous and uninterrupted CKUA operations.

ARTICLE 8 HOURS of WORK

- 8.1 The parties acknowledge that CKUA is a 24-hour, seven day per week business. Administrative business hours are from 8:30 am to 5:00 pm from Monday to Friday and include a half-hour unpaid lunch each day.
- 8.2 Employees will work a standard schedule as agreed upon by their supervisor. Employees are not limited to specific schedules/hours each week if they wish to work a modified (flex) schedule agreed to by their manager and signed off by the Union.
- 8.3 **Workday:** The workday shall be defined as eight (8) hours per day exclusive of the meal period. When working a modified (flex) schedule, the workday is defined as the scheduled hours for a day in the modified (Flex) schedule exclusive of a meal period.
- 8.3.1 **Daily Flex Schedule**
- With the agreement of their supervisor, employees may alter their start and end time of work shifts and hours worked in a day to accommodate a personal need. Flextime is intended to be a temporary arrangement on a case-by-case basis.
- 8.4 **Work Week (Standard):** The workweek shall be defined as a period of 40 hours per week and seven (7) consecutive days commencing at 12.01 am. Sunday and ending at midnight on the following Saturday.

8.5 Work Week (Flex): The workweek schedule comprises five (5) workdays at the agreed daily and weekly hours commencing at 12.01 am. Monday and ending at midnight on the following Sunday.

8.5.1 CKUA and Local 2228 IBEW jointly recognize the advantages and disadvantages of flexible workweek arrangements. Giving full consideration to employees' health and welfare and keeping CKUA objectives in the forefront, the employer and the Union agree consideration will be given to instituting hours compatible with the above for an individual, specific group or groups of employees.

8.6 Overtime Hours

8.6.1 Overtime payment of 1.5 times the employee's normal rate of pay will be paid for time worked in excess of eight (8) hours in a workday or for (40) hours in a workweek.

8.6.2 The employee's supervisor must priorly approve overtime.

8.6.3 Overtime will be paid after fifteen (15) minutes worked and calculated, in all cases, to the nearest quarter-hour.

8.6.4 All permanent full-time and part-time employees working overtime shall determine the method of overtime payment from one of the following:

- (a)** All overtime to be paid at the overtime rate;
- (b)** All overtime to be banked at the overtime rate and taken as paid time off at a later date (vacation overtime);
- (c)** a combination of (a) or (b) above;
- (d)** Unused banked overtime will be paid out by December 31 each year unless a use plan has been approved.
- (e)** The method of claiming overtime shall be indicated on the timesheet before submitting it to the payroll department.

8.6.5 Employees may bank up to five (5) days of vacation overtime at December 31.

8.6.6 Employees working three (3) or more overtime hours shall be entitled to an overtime meal allowance of twelve (\$12.00) dollars without receipts unless meals are provided and may take a 30-minute unpaid meal break. If the meal break cannot be taken due to work demands, it will be paid out at the overtime rate.

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

8.7 Standby

8.7.1 Standby Pay

Employees required to standby for callouts shall be paid \$1.00/hr standby pay for each hour of operation outside their scheduled workweek. When called, employees not available will forfeit the standby fee for that shift, and that fee shall be paid to the employee taking the call. If an employee must travel to effect repairs, callout overtime shall apply.

8.7.2 Callout Overtime - No Travel

If an issue can be corrected without a site visit using available remote access technology, this will be the first approach to solving the problem. A premium of one (1) hour pay will be paid to the employee on standby in addition to their standby pay.

8.7.3 Callout Overtime – Travel Required

A minimum of two (2) hours pay at the overtime rate shall be paid to an employee who is called out for immediate reporting to the job and shall include travelling time to and from home. Any subsequent call within this two (2) hour period will be considered part of the first callout. This clause does not apply to any employee who volunteers to work overtime at the end of their shift, nor does it apply to an employee who is called and works continuously into the beginning of their regular shift. In the latter case, overtime shall be paid from the time of callout to the beginning of the shift.

8.7.4 An employee can only claim 8.7.2 or 8.7.3 and not both.

ARTICLE 9 WORK SCHEDULES

9.1 CKUA will electronically post a standard schedule four times per year in line with the CKUA business cycle. If there is a change to the standard schedule, CKUA shall notify employees of the time at which the following week's shift will begin and end by electronically posting such shifts by noon on the preceding Wednesday.

9.2 Shift Changes

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

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

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

9.2.3 When management changes a shift without five (5) working days notice, the employee shall be paid an additional one (1) times their basic hourly rate for the first day of the shift.

9.3 Days of Rest

9.3.1 CKUA will schedule work to allow employees two (2) consecutive days of rest in each week. Every attempt will be to provide at least one weekend day, except in the case of fundraising campaigns, festivals, community outreach activities and planned work activities.

9.4 Meal and Rest Periods

9.4.1 On a defined eight (8) hour day, a meal period of thirty (30) minutes is provided, and it is to be taken at the half-way point in the workday. Meal periods are unpaid and may not be forgone to shorten the workday.

9.4.2 All employees shall be entitled to one (1) fifteen (15) minute rest break in each four-hour work period. Rest periods shall be arranged so as to not interfere with the efficient operation of the organization.

9.5 Mandatory staff commitments

9.5.1 Most staff meetings will be scheduled during regular CKUA administrative business hours. If a meeting is outside of the agreed-to hours, employees will be asked (with notice as outlined under shift changes) to arrange their schedule so they can attend these meetings. Exceptions and accommodations are made for those on-air, without incurring overtime if possible. An exception to the stated business hours is made for announcer meetings scheduled outside of this period to facilitate the majority of announcers' attendance. Attendance at mandatory staff meetings will be taken and noted on file. Repeated unauthorized absences may become grounds for discipline.

ARTICLE 10 DISPUTE RESOLUTION and GRIEVANCE PROCEDURE

- 10.1** If any difference concerning the interpretation, application, operation or any alleged violation of the agreement arises between the employer and the Union, or between an employee or employees bound by the Collective Agreement and the employer, including any question as to whether any difference is arbitrable, it shall be processed according to the grievance procedure outlined below.
- 10.2** If a grievance or grievances involves a group or groups of employees covered by the agreement, or if the Union or employer wishes to initiate a grievance concerning the application, then the grievance shall be rendered into writing by the Union or employer. The written grievance shall be presented at the first level management having jurisdiction over the employees affected or the subject matter concerned.
- 10.3** If a designated official of management is absent, and in the further event that a decision of the employer, as required under the grievance procedure, is not rendered within the time designated, it shall be permissible to advance the grievance to the next step of the grievance procedure.
- 10.4** With the parties' consent, the time within which any step or appointment must or should be taken or made may be extended for such period as may be agreed to by the parties.
- 10.5** In the event of CKUA filing a grievance, it shall be submitted directly to the Business Manager of the Union by CKUA. The time limits and procedures will follow those set down in Step 2 in 10.6.2.
- 10.6** An employee who believes they have a justifiable grievance shall discuss the matter with their immediate supervisor within ten (10) days of occurrence. The supervisor shall give a decision within forty-eight (48) hours, excluding Saturday, Sunday and holidays.
- 10.6.1 STEP ONE** If the employee is not satisfied with the decision rendered in accordance with the above, the employee may, within five (5) working days after the decision, discuss the matter with the Shop Steward. If it is found that there is a justifiable grievance, the Shop Steward shall, within five (5) working days after the discussion, discuss the matter with the immediate supervisor. The immediate supervisor's decisions shall be rendered within five (5) working days of this latter discussion.
- 10.6.2 STEP TWO** If a satisfactory settlement has not been obtained under the previous step, then the employee, within fifteen (15) days of the date of the decision under STEP ONE, may render the grievance in writing to the Union. Within thirty (30) days of the date of delivery of the grievance in writing, the Union may forward the grievance to senior management at CKUA, who shall call a meeting within fifteen (15) days of receipt of the grievance. If the parties are unable to resolve the matter within thirty (30)

days following the meeting, the grievance may be referred to arbitration under the terms of the Canada Labour Code.

- 10.7** Within the following thirty (30) days of referring the matter to arbitration, the parties, through their representatives, shall agree upon naming a sole arbitrator or tribunal. If the parties cannot agree on selecting an arbitrator or tribunal, either party may, within the following ten (10) days, refer the matter to the Canada Labour Relations Board to appoint an arbitrator.
- 10.7.1** The cost and expenses of the arbitrator shall be borne equally by the two parties.
- 10.7.2** An arbitrator, to whom any grievance may be submitted, in accordance with this article, shall have the jurisdiction to interpret and apply the provisions of this agreement, insofar as it shall be necessary to the determination of such grievance, but shall not have the jurisdiction or authority to change, modify, extend, amend or alter in any way the terms of this agreement.
- 10.6** The parties are committed to the thoughtful and collaborative resolution of disputes and issues in dispute in a timely and responsible way. Therefore, the parties agree that should a technical argument arise during the resolution process, it will be disclosed by one party to the other and dealt with by the parties and arbitrator if called upon to deal only with the dispute's merits.
- 10.7** In the event of a grievance being filed due to workplace harassment outlined in CKUA's Respect in The Workplace policy, a grievance may be filed; however, it is held in abeyance until the investigation outlined in Article 10 is complete.

ARTICLE 11 LAYOFF PROCEDURE and NOTICE of TERMINATION

- 11.1** For this agreement's purpose, the layoff procedure applies to but is not limited to: shortages of work, reduction of hours of operation/work, organizational restructure reduction in operations, or operations closure. Permanent Layoff shall mean a layoff resulting from the closure of operations or a layoff which, in the company's opinion, is likely to last for more than six months.
- 11.2** When layoffs are to occur, CKUA shall determine the jobs to be affected and the number of employees to be laid off. CKUA shall provide written notices of layoff to affected employees in accordance with clause 11.7. CKUA shall give notice to the union at least two (2) weeks before notifying affected employees. Notice to employees may be administered as notice, pay in lieu of notice, or some combination thereof.

11.3 Recall and vacancies

The employee will be placed on a recall list for up to six (6) months. During that time, they will not be eligible for pay or benefits coverage. When vacancies occur, CKUA agrees to notify the employees who have been laid-off for less than six (6) months of such vacancies and give first consideration for employment to qualified laid-off employees.

CKUA agrees to give first consideration to qualified employees on a recall list if there is a need to engage a Temporary or Occasional employee.

Employees must notify CKUA of their intentions to accept the recall to work within seven (7) days of being advised of the vacancy.

11.4 Employees receiving notice of layoff may elect to waive their right to recall and collect their severance pay. At this time, CKUA no longer employs them.

11.5 If the employee has not been recalled within six (6) months of the layoff date, their employment shall be terminated and severance paid.

11.6 Severance Payments

The employee shall be paid severance of two (2) weeks for each year of service to a maximum of thirty (30) weeks. Partial years of service shall be prorated.

11.7 Notice of Termination Employer, Notice of Layoff

When the decision has been made to layoff or terminate an employee, notice, or pay in lieu of notice shall be as follows:

Seniority/service	Notice
3 months – 2 years	2 weeks
3 years	3 weeks
4 years	4 weeks
5 years	5 weeks
6 years	6 weeks
7 years	7 weeks
8 years or more	8 weeks

When a notice of layoff is given, a notice of employment termination may be presented coincidentally with a layoff notice if the layoff is permanent and there is no likelihood of calling the employee back to work.

11.8 Notice of resignation

Employees shall provide a minimum of two (2) weeks' written notice of resignation to CKUA.

11.9 Seniority shall start from the date the employee last entered employment with CKUA unless specifically identified elsewhere.

ARTICLE 12 DISCIPLINE and REPRIMANDS

- 12.1** The value of progressive discipline with the aim of being corrective in application is recognized by the parties. Therefore, discipline or discharge for just cause shall be preceded by a documented record of counselling, warnings (written and oral) and/or suspensions. The Union shall be copied on all notices. An employee may request the presence of a Union representative at any meeting deemed to be disciplinary.
- 12.2** CKUA will take disciplinary action for matters that involve a breach of the terms of this Agreement or company policy, including failure to perform job duties satisfactorily.
- 12.3** This action applies to disciplinary matters other than those that, under applicable labour law, constitute cause for suspension or dismissal. In those cases, immediate and decisive action will be taken.
- 12.4** An employee shall, with seven (7) days' notice, be granted access to all files and information related to the employee compiled by CKUA and/or its management. The employee shall, upon request, be provided with copies of such information. Further, the employee may add a written comment to any document on file.
- 12.5** The steps in the process are as follows (not all steps will necessarily be taken and may vary considerably depending on the nature and severity of the performance issues).

12.5.1 Step 1 - Verbal Warnings

A verbal warning is given to the employee. Every effort is made to ensure that the employee fully understands the requirements. A record will be kept of the verbal warning(s).

12.5.2 Step 2 - Written Warnings

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

12.5.3 Step 3 - Second Written Warnings

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

12.5.4 Step 4 - Suspension

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

- (a) **With Pay** - Where it appears that a serious situation has occurred, that further investigation is urgently necessary and where the

employee's presence will hamper the investigation or bring about morale or security problems for CKUA, or

- (b) **Without Pay** - Where Steps 1 - 3 of the Progressive Discipline Process has been followed, insufficient improvement has occurred, and management wishes to reinforce the situation's seriousness.

12.5.5 Step 5 – Termination

If there has been no change in behaviour, or the violation is egregious, the employee may be terminated.

- 12.6** The nature of the discipline or reprimand shall remain confidential between the parties.
- 12.7** Discipline or reprimand letters shall be removed from an employee's file after two (2) years from the date of issuance, provided there has not been a reoccurrence of the incident leading to the discipline or reprimand letter within the (2) year period.

ARTICLE 13 PAY ADMINISTRATION

13.1 Timesheets

Timesheets shall be required from all employees at CKUA. Timesheets are used for calculating an employee's pay, including calculation of benefits use/costs and pension calculations. Accurate timesheets are also required for proper accounting and reporting of expenses for CKUA's financial statements.

- 13.1.1** To avoid interruption in bi-weekly pay, each employee must submit their timesheets for the pay period to their supervisor a minimum of three days in advance of payroll submission.
- 13.1.2** Adjustments to premium pay will be made on the appropriate pay period after submitting correctly authorized timesheets before established payroll cut-off dates.

13.2 Pay Remittances

- 13.2.1** CKUA will ensure the timely payment of an employee's earnings based on the employee's accurate time reports in the format and timing required by CKUA.
- 13.2.2** It is the employee's responsibility to ensure that time reports are submitted to their supervisor quickly and accurately with sufficient time for approval.
- 13.2.3** For all employees, pay for the current two (2) week period will be calculated based on the time reported for the period two (2) and three (3) weeks before.

- 13.2.4 Employee pay shall be issued on a bi-weekly basis via direct deposit or by other means as are suitable.
- 13.2.5 Statutory holiday pay treatment is referenced in Article 16.
- 13.3 Pay rate will be prorated/scaled for part-time and flextime employees based on the % of a forty (40) hour workweek.
- 13.4 Taxable benefits will be added to pay in accordance with CRA requirements.

ARTICLE 14 LEAVES of ABSENCE

CKUA agrees to provide leaves of absence to employees in accordance with the following provisions:

14.1 Paid Leaves

14.1.1 Witness/Jury Duty

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

14.1.2 Election Leave

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

14.1.3 Bereavement Leave

CKUA will grant time off with pay for a maximum of three (3) days in the event of a death in an employee's immediate family. The leave may be extended by up to two (2) days giving considerations for required travel or other exceptional circumstances. If more time is needed, employees may use vacation or leave of absence without pay.

14.1.4 Personal Leave

Employees are entitled to and shall be granted personal leave days from employment for up to five (5) days per calendar year. Employees are allowed to take personal leave for the following reasons: (a) treating their illness or injury; (b) carrying out responsibilities related to the health or care of any of their family members; (c) addressing any urgent matter concerning themselves or their family members; (d) carrying out responsibilities related to the education of any of their family members who are under 18 years of age. Employees are required to provide notification in writing as soon as possible concerning taking leave. These days may be taken in ½ day or full-day increments.

14.1.5 Family Violence Leave

Employees who are (i) victims of family violence or (ii) who are a parent of a child who is a victim of family violence are entitled to a leave of absence from employment of up to ten (10) days in every calendar year.

14.1.6 Changes in the Canadian Labour Code concerning paid leaves shall take precedence over this agreement.

14.2 Statutory Leaves Without Pay

The following are currently eligible for some EI benefits.

14.2.1 Maternity leave without pay

(a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the delivery date of pregnancy and ending not later than fifteen (15) weeks after the delivery date of pregnancy.

(b) Notwithstanding paragraph (a):

i. where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
or

ii. where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the fifteen (15) weeks after the date of delivery date of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of fifteen (15) weeks.

(c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the delivery date of pregnancy.

(d) The employer may require an employee to submit a medical certificate certifying pregnancy.

(e) An employee who has not commenced maternity leave without pay may elect to:

i. use earned vacation and other leave up to and beyond the delivery date;

ii. use their sick leave up to and beyond the delivery date, subject to the provisions set out in Article 19 (sick leave). For purposes of this subparagraph, the terms "illness" or "injury" used in Article 19 (sick leave) shall include medical disability related to pregnancy.

- (f) An employee shall inform the employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which delivery of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

14.2.2 Maternity allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Maternity Supplement described in paragraphs (c) to (i), provided that she:
 - i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - ii. provides the employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance Act in respect of insurable employment with the employer,and
 - iii. has signed an agreement with the employer stating that:
 - A. she will return to work at CKUA on the expiry date of her maternity leave without pay unless the return-to-work date is modified by the approval CKUA;
 - B. following her return to work, as described in section (A), she will work for a period equal to the period she received maternity allowance;
 - C. should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B) for reasons other than death, layoff, early delivery, lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled; she will be indebted to the employer for an amount determined as follows:

$$\frac{(\text{allowance received}) \times (\text{remaining period to be worked following her return to work})}{[\text{total period to be worked as specified in (B)}]}$$

However, an employee whose specified period of employment expired and who is rehired by CKUA as described in section (A), within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- (b)** For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c)** Maternity allowance payments made in accordance with the Maternity Plan will consist of the following:
 - i.** where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, one hundred percent (100%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
 - ii.** for each week that the employee receives a maternity benefit under Employment Insurance, she is eligible to receive the difference between one hundred percent (100%) of her weekly rate of pay and the maternity benefit, less any other monies earned during this period, which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.
 - iii.** Where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive an additional maternity allowance for a period of one (1) week, one hundred percent (100%) of her weekly rate of pay, less any other monies earned during this period.
- (d)** The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c). An employee will not be reimbursed for any amount that she may be required to repay according to the Employment Insurance Act.

- (e) The weekly rate of pay referred to in paragraph (c) shall be:
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- (f) Where an employee becomes eligible for a pay increment or upward pay revision while receiving the maternity allowance, the allowance shall be adjusted accordingly upon returning to work.
- (g) Maternity allowance payments made will neither reduce nor increase an employee's deferred remuneration or severance pay.

Annual vacation earned before leave must be taken within twelve (12) months after it was earned. If this time falls while the employee is on leave, the employee must:

- i. take the remaining vacation time at the end of their leave,
- or
- ii. get approval from the employer to take the vacation time at a later date.

14.2.3 Parental leave without pay

- (a) Where an employee has or will have the actual care and custody of a newborn child (including the newborn child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for either:
 - i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option),or
 - ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option), beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the

laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for either:

- i.** a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option),
 - or
 - ii.** a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option), beginning on the day on which the child comes into the employee's care.
- (c)** Notwithstanding paragraphs (a) and (b) above, at the request of an employee and the discretion of the employer, the leave referred to in paragraphs (a), and (b) above may be taken in two (2) periods.
- (d)** An employee who intends to request parental leave without pay shall notify the employer at least six (6) weeks in advance of the commencement date of such leave.
- (e)** The employer may
- i.** defer the commencement of parental leave without pay at the request of the employee;
 - ii.** grant the employee parental leave without pay with less than four (4) weeks' notice;
 - iii.** require an employee to submit a birth certificate or proof of adoption of the child.

14.2.4 Annual vacation earned before leave must be taken within twelve (12) months after it was earned. If this time falls while the employee is on leave, the employee must:

- (a)** take the remaining vacation time at the end of their leave,
- or
- (b)** get approval from the employer to take the vacation time at a later date.

14.2.5 Benefit Premiums

- (a)** An employee who has been granted maternity or parental leave shall authorize CKUA to deduct from their final pay the necessary funds required to cover the employee's portion of contributions to the benefits plan for the whole period of leave.
- (b)** CKUA will continue to pay the employer's portion of contributions to the benefits plan for the whole period of leave.

14.3 Unpaid Leaves

14.3.1 Compassionate Care Leave

Employees shall be allowed a leave of absence of up to twenty-eight (28) weeks without pay to care for a family member facing death due to a serious medical condition. During this leave, employees may apply for employment insurance provided a doctor's note confirming the illness is provided to the Employment Insurance Commission.

14.3.2 Critical Illness Leave

Employees shall be allowed thirty-seven (37) weeks of unpaid critical illness leave for a child under 18 and seventeen (17) weeks of unpaid critical illness leave for adults.

14.3.3 Death or Disappearance of a Child Leave

An employee whose child is under the age of 18 and has disappeared or died as a result of a probable crime is eligible to take;

- (a)** fifty-two (52) weeks in the case of disappearance.
- (b)** one hundred and four (104) weeks if the child has died.

14.3.4 Reservist Leave

An employee can take an unpaid leave of absence to participate in annual training or certain military operations. Consult Canada Labour Standards for particulars.

14.3.5 Pregnant or Nursing Leave

Employees who are pregnant or nursing are entitled to unpaid leave from the beginning of the pregnancy until the 24th week following the birth of the employee's child. This leave is independent of maternity and paternity leave.

The employee must provide CKUA with a letter from a healthcare practitioner of her choice, indicating that (i) she cannot work because of pregnancy or nursing and (ii) the duration of the inability.

14.3.6 Traditional Aboriginal Practices

Aboriginal employees who have completed three (3) consecutive months of continuous employment are entitled to and must be granted up to five (5) days of unpaid traditional Aboriginal practice leave in each calendar year. These practices may include: (a) hunting, (b) fishing; (c) harvesting.

14.3.7 Extended Self-funded Leave/Sabbatical Leave

- (a)** CKUA may provide an unpaid leave of absence, for a specified duration of up to six (6) months, to employees for personal reasons.

- (b) Requests for an extended personal leave of absence must be submitted in writing to the immediate supervisor and subject to the CEO's approval. Requests shall not be unreasonably denied. The leave may be combined with vacation and banked overtime.
- (c) The granting of such leaves for up to six months will be accommodated whenever possible. Every reasonable effort will be made to return the employee to the same position or to an equivalent position for which the employee is qualified.
- (d) For financial liability reasons, CKUA will not provide any financial services related to the leave. Employees are expected to find financial vehicles and savings solutions on their own time through their banking institution. CKUA will accommodate an employee's remittance needs designed Deferred Salary Leave to allow employees to self-finance a future leave of absence.
- (e) Employees must apply as early as possible in advance of the commencement of leave. Approval will not be unreasonably withheld.
- (f) While on leave, employees will continue to accrue seniority but not accrue vacation. Benefits continuation will be determined upon consultation with the benefits carrier.

ARTICLE 15 VACATION

15.1 Annual Vacation Leave Accrual

- (a) The vacation accrual shall be calculated from the employee's date of hire.
- (b) While on long-term disability, employees do not accrue vacation.

15.2 Annual Vacation Entitlements

The periods of vacation leave are based on the years of continuous service at CKUA, based on vacation entitlement computed as of December 31 of each calendar year and earned in the following:

Year(s) of Service from Start Date	# of Weeks of Vacation
Prior to 1 year	0.83 days per month
1 to 6 years	3 weeks, equivalent to 6% of Base pay
7 years & beyond	4 weeks, equivalent to 8 % of Base pay

While on long term disability, employees continue to build seniority

15.3 Usage

- 15.3.1** With a formal written request, CKUA may approve the use of vacation days before they are earned. The amount allowed will be the number of days/hours earned over two (2) months of employment. These amounts will be repayable to CKUA if the employee is terminated or resigns before the time is earned. Vacation may be combined with leave without pay (see Article 14).
- 15.3.2** In exceptional circumstances and with a formal written request, CKUA may approve the carry-forward of a maximum of one (1) normal week of an employee's allotted annual vacation to the following year. In extraordinary circumstances, and with the employee's manager's prior written approval, the carry-over allotment may be increased.
- 15.3.3** Employees may, once in each fiscal year, request a payout of up to one half of their vacation entitlement to a maximum of the balance in the vacation earned less than two (2) weeks for employees with less than six (6) years of service, and three (3) weeks for employees in excess of six years of service.
- 15.3.4** Vacation time may be combined with leave without pay or the use of banked time.
- 15.3.5** Employees may request and take their vacation at any time by submitting their request to their supervisor at least thirty (30) days in advance of the proposed vacation period. CKUA shall confirm the vacation period at least fifteen (15) days after the request. If an employee requires more notice due to the nature of the planned vacation, (i.e. extended or international travel requiring significant advance planning), the onus will be on the employee to submit their vacation request early enough to allow for the appropriate response time.

15.4 Calculations

- 15.4.1** Calculations will be based on an employee's normal hours worked.
- (a)** Permanent employees will receive prorated vacation pay based on their scheduled weekly work hours. This calculation applies to those on regular and flex time.
 - (b)** Temporary employees will receive vacation pay at four percent (4%) of salary to be paid on each pay period.

15.5 Vacation Pay Reconciliation

Once yearly, in May, CKUA will perform vacation pay reconciliation for the previous year's gross earnings.

ARTICLE 16 STATUTORY HOLIDAYS

16.1 CKUA agrees to provide the following paid statutory holidays annually to employees as follows:

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

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

16.2 Holiday Scheduling for Permanent and Temporary Employees

16.2.1 When a statutory holiday falls mid-week, or on the weekend, CKUA will make an advance announcement about observance.

16.2.2 If a statutory holiday occurs during an employee's vacation period, it will be recorded as a statutory holiday, not a vacation day.

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

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

16.2.5 The holiday falls on a scheduled workday, and the employee is scheduled to work; the employee shall be paid their pay for the day in addition to pay for working the holiday calculated at 1.5 times their rate of pay.

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

16.2.7 Holiday Pay Treatment. Employees will be paid holiday pay calculated at 1/20th of their previous twenty (20) days' average earnings.

ARTICLE 17 JOB POSTINGS

- 17.1** Whenever bargaining unit positions become available, a notification will be provided to all staff and Shop Steward via email concurrent with posting in other media.
- 17.2** Employees have the right to apply for and be considered for any vacant posted position, newly created position, or promotion. All applications will be acknowledged. If employees are not selected to continue as candidates, they are entitled to understand the reasons they were not selected.
- 17.3** In the event of an emergency or unforeseen vacancy due to illness requiring immediate hiring, the posting period may be waived or adjusted, with prior approval and agreement of authorized officials of the bargaining unit and CKUA management. Management reserves the right to repost for a permanent replacement.
- 17.4** Promotions and transfers to jobs within the bargaining unit shall be based on qualifications established by CKUA. These qualifications may include knowledge, skill, and relevant competencies and behaviours. In its commitment to excellence and sustainability, CKUA's hiring practice holds merit and suitability for the work needing done above all other factors. Where one or more applicants satisfactorily meet or exceed qualifications, CKUA shall award the position to the best-qualified candidate. Length of service will be considered when evaluating applicants only in instances where the qualifications are equal.

ARTICLE 18 HEALTH, SAFETY and ENVIRONMENT

- 18.1** CKUA will adhere to Part II of the Canada Labour code pursuant to its CRTC license.
- 18.2** Both parties to this agreement recognize the requirement to use the protective safety equipment supplied by CKUA. CKUA shall ensure that each employee is made aware of these requirements, safety rules, and regulations.
- 18.3** Employees shall abide by all safety regulations and wear or use protective equipment provided by the employer.
- 18.4** CKUA shall ensure the safety of employees while at work.
- 18.5** The Union fully supports safety initiatives and will endeavour to ensure its members follow any safety procedures. From time to time, the Union may make recommendations related to safety matters that will be considered by CKUA.

- 18.6 Safety Training**
- 18.6.1** The employer shall provide health and safety training and education, including regular upgrade training, to enable each employee to work with minimum risk at all jobs they may be assigned.
- 18.6.2** No employee shall be required to perform any job or use any tools or equipment for which they have not received proper instruction
- 18.6.3** All tools and equipment provided by the employer and used by employees shall be inspected in accordance with CKUA safety policy.
- 18.7** Where an employee while at work has reasonable cause to believe that:
- 18.7.1** The use or operation of a tool or equipment constitutes a danger to the employee or another employee; or,
- 18.7.2** A condition exists in any place that constitutes a danger to the employee, the employee may refuse to use or operate the tools or equipment or to work in that place.
- 18.8** An employee may not refuse to use or operate the tool or equipment or to work in a place if:
- 18.8.1** The refusal puts the life, health or safety of another person directly in danger; or,
- 18.8.2** The danger referred to in the above clause is inherent in the employee's work or is a normal employment condition.
- 18.9** Employees shall take reasonable care to protect their health and safety, and other workers present while working and cooperate with the employer to protect their health and safety.
- 18.10** Safety representatives shall be allowed access to all work locations.
- 18.11** A Joint Health, Safety and Environment Committee shall be constituted pursuant to Part II of the Canada Labour Code, consisting of, at minimum, two (2) representatives of the Union and two (2) representatives of the employer to identify any potential health, safety or environmental hazards and obtain information from CKUA or other persons respecting the identification of hazards, and common practices elsewhere.
- 18.12** The Committee shall meet nine times per year. It will forward minutes of the meetings to CKUA and the Union and make them available to Labour Canada upon request.

ARTICLE 19 PENSION and HEALTH BENEFITS

CKUA agrees to maintain Personal Leave Benefits, Sick Leave Benefits, Short Term Disability and Long-Term Disability plans that provide income security for regular permanent employees in the event that they become ill or injured and are unable to work.

19.1 Sick Leave Benefits

- 19.1.1** Sick leave is a form of insurance provided by the employer to the employee to maintain regular earnings during absences due to occasional illness or an accident for which compensation is not payable under the Workers' Compensation Act.
- 19.1.2** Employees are expected to make personal appointments for such things as medical and dental treatment during non-working hours. Where this is not possible, personal leave benefits shall be used first, as outlined in Article 14. If necessary, employees may also use sick leave benefits for this purpose. Employees are required to provide notification in writing as soon as possible concerning taking leave.
- 19.1.3** Unused sick leave benefits will not be paid to the employee while employed or upon employment termination.
- 19.1.4** Sick days take effect after the probationary period. Except probationary employees, all employees receive ten (10) sick days on September 1 of each year. This entitlement will be reduced through the year as sick leave is taken and restored to ten (10) days each year. Unused sick leave will not carry over from year to year.
- 19.1.5** Employees reporting sick shall directly advise their supervisor by phone as soon as possible and at a minimum two (2) hours before starting their shift and regularly after that as required. Failing to do so, the employee shall be considered absent without leave. The employer may make a deduction in pay for the time that expires between the time the employee should have reported for work, and when the employee reported sick.
- 19.1.6** Employees granted sick leave shall be paid for the period of such leave at their basic rate of pay for regularly scheduled shifts absent due to illness. The number of hours (based on their regular day) thus paid shall be deducted from their accumulated sick leave credits when the sick leave commenced, up to the total amount of the employee's accumulated credits.
- 19.1.7** Employees may be required to submit proof satisfactory to the employer of any illness or non-occupational accident upon the employer's request. Employees may also be required to present sufficient evidence that they can return to work following an illness or injury. Patterns of excessive use of sick days may be subject to investigation.

Length of Service (benefits begin after probation)	Period at 100% normal pay	Period at 70% normal pay
4 mos. - 1 year		Up to 15 weeks
1 -3 years	Up to 4 weeks	Up to 11 weeks
3-5 years	Up to 6 weeks	Up to 9 weeks
5 years or more	Up to 8 weeks	Up to 7 weeks

19.1.8 An employee who has exhausted their sick leave credits through multiple instances during a year, and becomes ill again, shall be deemed to be on Leave of Absence without pay or benefits unless they elect to use vacation and overtime to cover the days not worked.

19.1.9 The employee shall keep the employer advised as to when they expect to return to work and shall provide the employer with sufficient notice to effect shift changes without penalty

19.2 Short-Term Income Protection Disability

Short-Term Disability is self-financed by CKUA internally. It is triggered when an employee presents a note from their doctor, indicating the need for some time away from work. Short-term benefits are outlined below:

19.3 If within thirty (30) days of the employee's return to work following a period of paid short-term disability benefits, the employee again becomes ill or disabled due to the same or a related cause, it will be considered to be a continuance of the same former disability period. In this case, benefit payments will resume immediately. Multiple uses of short-term disability benefits will be at the discretion of the income protection provider.

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

19.5 Short-term disability leave will not be taken in blocks of time shorter than one week.

19.5.1 Should an employee require continuance at the end of the 15 weeks, they may be eligible for long-term disability.

19.5.2 Should an employee require a second short-term leave within one year, CKUA and the employee will work to find an alternate solution.

19.5.3 CKUA reserves the right the enlist a third-party adjudicator to review any short-term disability claim.

19.6 Modified Work

It is to the benefit of CKUA to support modified work programs for sick, injured, or disabled employees, with documentation as required.

- 19.6.1** The parties agree that CKUA shall endeavour to provide alternate or modified work arrangements for sick, injured, or disabled employees and able to continue fulfilling their work schedule for the duration of the requirement.
- 19.6.2** The parties agree that CKUA shall endeavour to provide alternate or modified work arrangements for employees who are sick, injured, or disabled and are unable to continue fulfilling their work schedule for up to six (6) weeks, at which point an evaluation will be made as to whether it is permanent or temporary.
- 19.6.3** There shall be no reduction in regular earnings for the duration of the modified work program, and no permanent employee shall be subject to lay-off as a result of this work program.

19.7 Group Benefits Plans

CKUA shall maintain and assist in funding a group benefits plan that ensures regular full-time and regular part-time employees and their families in the areas listed below. Dates of eligibility reflect current agreements and are subject to change if the provider is changed:

- 19.7.1** Life Insurance (Current provider terms at Age 70)
- 19.7.2** Accidental Death & Dismemberment (AD&D) (Current provider terms at Age 70)
- 19.7.3** Long-Term Disability (LTD) (Current provider terms at Age 65)
- 19.7.4** Extended Health Care (Current provider terms at Age 70)
- 19.7.5** Dental Insurance (Current provider terms at Age 70)
- 19.7.6** Vision Care (Current provider terms at Age 70)

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

Any permanent employees who do not qualify or have reached the age limit identified in clause 19.7 for the group benefits plan shall be paid a benefit allowance equivalent to five percent (5%) of their hourly pay after their probationary term has finished.

19.8 Registered Pension Plan

CKUA shall maintain and assist in funding a registered pension plan for regular full-time employees and regular part-time employees as they become eligible for participation.

The employer shall contribute three percent (3%) of an employee's base earnings into the Defined Contribution Pension Plan. Employees may contribute a matching three percent (3%) or more if they wish; however, the employer contribution will be a maximum of three percent (3%).

ARTICLE 20 POSITION CLASSIFICATIONS and PAY SCALES

20.1 POSITION CLASSIFICATIONS

20.1.1 CKUA agrees to provide the Union with job descriptions for new or altered job classifications and the applicable pool and salary grade for positions that fall within the bargaining unit at least twenty (20) days before posting for the position.

20.1.2 The Union may request an evaluation of such new or amended job classifications by submitting such requests to CKUA in writing within ten (10) days of receiving its creation or amendment notification.

20.1.3 If upon review of the evaluation by the Union, the parties disagree on the classification, then the matter may be referred to the Joint Labour Management Committee for resolution. If it is not resolved within five (5) days, then arbitration under Article 28 would resolve the classification.

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

20.1.5 The following job classifications and others agreed to by the parties shall be covered by the terms of this agreement:

- (a)** Announcer Producer
- (b)** Associate Producer
- (c)** Producer
- (d)** Senior Producer
- (e)** Archival and Production Services Supervisor
- (f)** Technical Producer
- (g)** Traffic Coordinator
- (h)** IT Systems Administrator
- (i)** Engineering Technician
- (j)** Projects Officer
- (k)** Volunteer and Events Coordinator
- (l)** Digital and Social Marketing Coordinator
- (m)** Creative Writer
- (n)** Grants Coordinator
- (o)** External Relations Coordinator
- (p)** Development and Stewardship Officer
- (q)** External Relations Assistant
- (r)** Database Administrator
- (s)** Accounting Assistant
- (t)** Event Agents
- (u)** Accountant

20.2 Classification

Band 1	External Relations Assistant Announcer Producer Accounting Assistant Event Agents
Band 2	Volunteer and Events Coordinator Traffic Coordinator External Relations Coordinator Digital and Social Marketing Coordinator Accountant Creative Writer Grants Coordinator Development and Stewardship Officer Technical Producer Associate Producer
Band 3	Database Administrator IT Systems Administrator Engineering Technician Projects Officer Producer
Band 4	Archival and Production Services Supervisor Senior Producer

20.3 Pay Grid

	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023
Band 1	\$35,000 - \$45,000	\$35,350 - \$45,450	\$35,704 - \$45,905
Band 2	\$40,000 - \$55,000	\$40,400 - \$55,550	\$40,804 - \$56,106
Band 3	\$50,000 - \$65,000	\$50,500 - \$65,650	\$51,005 - \$66,307
Band 4	\$60,000 +	\$60,600 +	\$61,206 +

ARTICLE 21 DEVELOPMENT ASSIGNMENTS, PROMOTIONS and TRANSFERS

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

21.2 Developmental Assignments

Any assignment that involves working in a higher job classification for a period not exceeding twenty (20) days in one year will be considered a developmental assignment provided that this does not occur on an ongoing basis. No adjustment or supplement will be made to pay. Assignments for longer than this time will constitute a temporary assignment to the higher classification and attract additional pay.

21.3 The Union will allow for on-air positions between midnight and 5:00 am to be made available to interested parties on a volunteer basis for up to six (6) months. Parties may agree to modify this arrangement through a letter of understanding on a case-by-case basis.

21.4 Promotions

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

21.5 Lateral Transfers

When an employee transfers laterally within the classification, they remain at the current pay rate.

ARTICLE 22 CONFLICT of INTEREST and CONFIDENTIALITY

22.1 Conflict of Interest

22.1.1 The first professional obligation of employees shall be to CKUA. The employees shall be free to engage in any activities outside working hours, provided such activities do not consist of service performed for any other person or business in direct competition with CKUA unless prior approval has been granted. Such activities will not interfere with an employee's service with CKUA nor impugn CKUA's reputation.

22.1.2 CKUA will take all reasonable measures to protect its integrity while preserving individual staff members' rights to participate as private citizens within the community. Employees should take precautions to prevent conflicts of interest while working for CKUA.

22.1.3 CKUA recognizes that employees have deep and diverse networks related to the business of CKUA; however, employees shall not use CKUA channels to overtly self-promote, cross-promote CKUA colleagues, or promote personal and outside professional interests without prior approval from management.

22.2 Confidentiality

22.2.1 CKUA employees may from time to time come into possession of confidential information/intellectual property and are expected to not reveal such information to any other person or organization unless such revelation is a reasonable and normal responsibility of duties for CKUA.

22.2.2 Conflict of interest and confidentiality shall be defined in the CKUA company policy. CKUA will notify the union when this policy is changed or updated.

22.2.3 Violation of confidentiality and conflict of interest clauses could result in disciplinary action.

ARTICLE 23. EXPENSE REIMBURSEMENT

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

ARTICLE 24 PROMOTIONS and COMMUNITY ENGAGEMENT

24.1 The parties recognize the value of employees promoting CKUA outside of scheduled working hours. Therefore, when employees are requested to make public appearances at festivals, promotions and other events, and there is a promotional advantage to CKUA by such an appearance, once approved by management, the employee will be paid for reasonable expenses, travel, lodging, and meals pursuant to the CKUA expense and travel policies.

24.2 Appearances by any employee on behalf of CKUA are a part of administrative duties. Should the time associated with making appearances exceed the employee's workweek, it will be counted as overtime.

Where CKUA sends an employee to an event or a festival as part of their duties, those employees are considered to be there on CKUA time. They may not collect appearance fees from the organizer.

24.3 Management and the Union recognize that CKUA employees may be attending festivals and events on their own time where CKUA is also present.

24.3.1 In these instances where CKUA asks the employee to act on behalf of the company with prior approval, expenses proportional to the time spent doing so will be paid.

24.3.2 In these instances where the organizer asks the employee to act on behalf of CKUA, the employee must disclose this shared interest. With approval from CKUA, they may be compensated at an amount proportional to their time working the event while representing CKUA.

ARTICLE 25 LEARNING and DEVELOPMENT

25.1 Employees and CKUA have a variety of tools to ensure access to learning and development opportunities in ways that are cost and time effective for both parties. Employees are encouraged to take advantage of the many development opportunities available, including coaching/mentoring, formal training, on-line learning tools, temporary work assignments, peer and cross-training, networking, and self-funded leaves. Employees are encouraged to take a proactive approach to training beyond that which is provided by CKUA.

25.2 CKUA will provide or arrange sufficient basic training on current and new equipment and software to ensure employees can proficiently carry out their job duties and functions or meet legislated safety requirements.

25.3 Mandatory Training

From time to time, CKUA shall mandate training. Employees will be required to complete the training within a defined timeframe and sufficient proficiency to be qualified for their positions. In these instances, CKUA will pay for the training, and should an employee leave CKUA after that, they are not expected to reimburse CKUA for the training fees. Mandatory training is considered paid time. Refusal to participate in mandatory training shall be grounds for disciplinary action subject to Article 12.

25.4 Professional Development Training

To help employees advance in their career, and subject to prior approval, CKUA may provide employees with opportunities for professional development training outside of the organization. In these instances, CKUA will pay for the training and related costs, and should an employee leave CKUA within six (6) months of the completion of the training, the employee will be required to reimburse CKUA the full amount of the training fees. It is understood that payment for textbooks and related program materials will become a taxable benefit to the employee if kept in their possession. Time dedicated to professional development training is considered paid time. The employee and their supervisor agree to shift the employee's work schedule to accommodate after-hours training times.

25.5 Self-initiated Development

Subject to a written request and prior approval, employees who take courses on their own time and which are directly related to their current position within CKUA may be assisted by CKUA. This training includes development that will enhance their chance to get another position within CKUA or professional development in their field. Such assistance may involve partial funding of up to fifty percent (50%) of the tuition and textbook fees and/or paid or unpaid leave. CKUA shall reimburse the employee the agreed-upon amount upon successful completion of the program. It is understood that payment for textbooks and related program materials will become a taxable benefit to the employee if kept in their possession. Should an employee leave within six (6) months of completing the training, the employee will be required to reimburse CKUA the amount paid to the employee.

25.6 Membership fees

Subject to a written request and prior approval, CKUA shall pay for membership fees related to joining and maintaining memberships in professional associations and maintaining professional designations. CKUA shall also pay costs associated with joining and maintaining memberships with organizations agreed upon by the employee and CKUA to benefit the employee and employer. In these instances, the membership will be held in CKUA's name with a named employee or employees as official representatives of CKUA.

ARTICLE 26 PERFORMANCE MANAGEMENT

- 26.1** The purpose of a work performance review is to facilitate two-way communication and discuss the employee's performance. Performance reviews provide constructive and objective feedback and are not disciplinary. However, continued poor performance may be subject to discipline, as outlined in Article 12.
- 26.2** To ensure the integrity of the process, IBEW and the CKUA agree that the responsible manager will evaluate an employee's work performance with respect to meeting expectations. Data for evaluation may be drawn from personal observation, customers, peers, and listeners' solicited and unsolicited feedback. Non-disciplinary feedback will be provided on areas of strength, areas requiring improvement and development opportunities twice a year (one check-in and one formal review). Documents will be signed by the employee and supervisor and retained in the employee file. Before signing the performance review, an employee is entitled to present their written response to issues raised in the formal review.
- 26.3** Job expectations will be reviewed with the employee within the first thirty (30) days after hire. Feedback sessions will be conducted regularly at the end of the probationary period and on the company schedule for performance management,

with formal work performance reviews documented as required and placed in the employee personnel file.

- 26.4** When leaving employment with CKUA, employees have the option to request an exit interview with their supervisor, designated HR appointee, or director.

ARTICLE 27 WORK LOCATIONS

- 27.1** CKUA business offices are located in Edmonton and Calgary

27.1.1 To enhance the culture at CKUA and better integrate staff, provisions have been made for all staff to have access to a workspace at the Alberta Hotel location and Calgary Foundation studio. The default workplace is at either of these locations for all employees; however, remote work arrangements are possible with permission from the employee's supervisor.

CKUA reserves the right to expect that employees will attend on-site meetings or staff events.

27.1.2 While CKUA offers flexibility to its employees by allowing them to work away from the office, it shall be done in a location and manner that ensures CKUA information and property security.

27.1.3 All employees shall adhere to the CKUA IT Security and Use of IT Assets Policy.

- 27.2** CKUA has the right to assign employees to work in locations as required, subject to the provision of the collective agreement and CKUA travel policy.

ARTICLE 28 JOINT LABOUR-MANAGEMENT COMMITTEE

28.1 The Joint Committee of Labour & Management is formed in good faith and is designed to be a positive and co-operative means of identifying and resolving labour-management issues for the benefit of all at CKUA. In this spirit, discussions of the committee are to be at all times respectful and constructive. While it is understood that committee discussions may lead to the development of items or issues for collective bargaining, it is also understood that the work and discussions of the Joint Committee should not and will not supersede or replace either the collective bargaining process or established grievance procedures within that process.

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

- 28.3** The committee shall meet quarterly, or as frequently as deemed necessary by the committee, at a time and date agreed to by both parties based on both parties' needs.
- 28.4** A minimum of two (2) representatives from each party shall be required for a quorum. They must include at least one Union official and the CEO or their designate.
- 28.5** Meetings shall be co-chaired with duties rotated between the chairs on a time frame agreed to by the committee.
- 28.6** Minutes will be taken and approved, and a summary prepared for distribution.
- 20.7** In the event of a dispute or issue, the committee, in an effort to maintain a co-operative spirit, will default to a tabling of the issue in dispute until such time as it can be determined to be within the committee's purview or dealt with under the collective bargaining process.
- 28.8** Committee Responsibilities
- 28.8.1** To clarify negotiated intent of items within the collective agreement. To share information on current issues and changing work needs.
- 28.8.2** To discuss operational issues related to employee morale, productivity, improvements, problem-solving, and other matters.
- 28.8.3** To clarify safety issues and procedures and review issues brought forward by the Health & Safety Committee.
- 28.8.4** To discuss any other bargaining issues agreed to by the committee that does not interfere with the collective bargaining process.
- 28.8.5** Labour relations education. The parties agree that time will be given for labour relations education at the request of either party.

Appendix 1: Salary Survey

**LETTER OF UNDERSTANDING
BETWEEN
CKUA RADIO FOUNDATION ("CKUA")
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 2228 ("UNION")
MARKET SALARY SURVEY**

CKUA and the Union agree to perform a market salary survey.

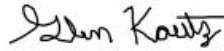
Due to the market disruption caused by COVID-19, the parties agree that the survey will be completed by the end of August 31, 2022, in accordance with the timeline of the collective agreement. Both parties will receive a copy of the survey, performed by a third party of CKUA's choosing.

CKUA will incur the costs associated with the survey.

Dated at Edmonton this 20th day of January 2021



Marc Carnes
CKUA, CEO



Glen Kautz
IBEW L.U. 2228, Business Representative

SIGNED ON BEHALF OF THE CKUA RADIO FOUNDATION:

Original signed by:

**Lindsay Hood
Chairman, Board of Directors**

And the Management Negotiating Committee:

**Marc Carnes,
Chief Executive Officer**

**Mary Phillips-Rickey
Director of Finance and
Admin**

SIGNED ON BEHALF OF LOCAL 2228

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS:

**Paul Cameron
Business Manager**

And the Union Negotiating Committee

**Glen Kautz
Western Business
Representative**

**Arianne Smith-Piquette
Negotiator**

SIGNED ON BEHALF OF THE CKUA RADIO FOUNDATION:



**Lindsay Hood,
Chairman, Board of Directors**

And the Management Negotiating Committee:



**Marc Carnes
Chief Executive Officer**



**Mary Phillips-Rickey
Director of Finance and Admin**

SIGNED ON BEHALF OF LOCAL 2228,

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS:



**Paul Cameron
Business Manager**

And the Union Negotiating Committee



**Glen Kautz
Western Business
Representative**



**Arianne Smith-Piquette
Negotiator**

