

COLLECTIVE AGREEMENT

Between

CKUA Radio



And

LOCAL UNION 2228

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS



September 1, 2023 to August 31, 2026

PREAMBLE

This collective bargaining agreement represents the culmination of a thoughtful, collaborative effort between CKUA and the International Brotherhood of Electrical Workers (IBEW) Local 2228.

As partners in this process, both Parties share a deep respect for one another and a unique, longstanding relationship rooted in shared values and mutual commitment to fostering a workplace that reflects equity, inclusivity, and clarity.

The nature of CKUA's business has evolved significantly over the years. Once a radio station, CKUA is now an arts organization and media company—a transformation that has fundamentally changed how we schedule and approach work. While live hours on air remain an essential part of what we do, our operations now extend far beyond.

From the outset of negotiations, our shared goal has been to create an agreement to better reflect the work being done at CKUA.

In reworking this agreement, we addressed these new realities by redefining employee classifications and introducing flexibility into scheduling practices to better match the demands of our work.

Equally important, both CKUA and IBEW committed to reflecting shared values of equity and inclusivity throughout the agreement. Efforts have been made to remove gender assumptions and other biases wherever possible, ensuring the document embodies the principles that guide both our organizations. The document does in some instances reference legislation where language could not be updated because of legislation and legal precedent.

Together, CKUA and IBEW believe this agreement not only honours our shared history but sets the foundation for a collaborative and vibrant future. We thank everyone involved for their dedication, insight, and commitment to this important work.

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*All Changes appear in **bold**.

Article 1 INTENT and SCOPE

1.1. INTENT

This agreement recognizes a common interest between CKUA and the IBEW Local 2228 in promoting 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 the conditions of employment observed between the parties. Furthermore, this agreement provides a procedure for prompt and equitable adjustments of grievances so there is no impeding of work, work stoppages or strikes, or other interferences of CKUA operations. This agreement also considers a rapidly changing technological and media environment affecting the dynamics, efficiencies and conditions of work required-for CKUA to thrive.

1.2. SCOPE OF THE BARGAINING UNIT

Order No.: 11605-U

WHEREAS the Canada Industrial Relations Board (the Board), by order no. 10000-U dated January 28, 2011, certified the International Brotherhood of Electrical Workers, Local 2228 as the bargaining agent for a unit of employees of CKUA Radio Foundation comprising: all employees of CKUA Radio Foundation, excluding:

The General Manager, Executive Assistant, Technical Operations Manager, Chief Financial Officer, Senior Accountant, Program Director, Sales Representatives and contract employees

1.3. An update to the Order shall be submitted from time to time as mutually agreed to by the Parties.

1.4. During the Term of the Agreement, the Labour Management Committee maintains an updated list of changes to position titles and positions as they may change between submissions to update the Order.

Article 2 TERM OF AGREEMENT

2.1. TERM OF AGREEMENT

The Term of the Agreement is for three (3) years and becomes effective September 1, 2023, and shall remain in full force and effect until August 31, 2026. This Agreement shall be renewed automatically from year to year thereafter, unless either party notifies the other in writing not more than one hundred twenty (120) calendar days and not less than thirty (30) calendar days prior to the expiry date of its intention to commence collective bargaining to modify this Agreement.

2.2. In the event such notice is given, this Agreement and any continuation of this agreement shall continue in full force and effect until a new Agreement is concluded or until the requirements of the Canada Labour Code relating to strike or lockout have been met, whichever occurs first.

- 2.3. When a notice to negotiate a new agreement, or where a notice to terminate this Agreement is given, then the first negotiating meeting shall be held within twenty (20) calendar days after the notice is given.

Article 3 DEFINITIONS

- 3.1 Employee shall mean a person covered by this Collective Agreement who is employed by CKUA. At the time of hire each employee shall be assigned by CKUA to one of the following employee types and such an assignment shall not be altered except in accordance with the provisions of this Collective Agreement.
- 3.1.1. Full-Time Employee means a person continuously employed by CKUA, for an average of forty (40) hours per week, and whose employment is scheduled and expected to continue indefinitely.
- 3.1.2. Part-Time Employee means a person employed continuously employed and whose workload consists of a commitment of hours of work greater than twenty (20) hours but fewer than forty (40) hours per week whose employment is expected to continue indefinitely
- 3.1.3. Temporary Employee means an employee engaged to work on a specific project or to cover off a Full Time or Part Time employee. The temporary employment has a planned scope of work and a determined end date to the term of their employment.
- 3.1.4. A Recurring Part Time employee has a minimum workload of three (3) hours per week but less than twenty (20) hours per week and up to one thousand forty (1040) hours in a calendar year.
- 3.1.5. A Casual Employee is hired on a daily or sporadic basis to cover short-term operational needs, peaks in workload, illness, and other contingencies necessary to support the effective operations of CKUA.
- 3.2. Full Time Equivalent (FTE) means the value of a benefit or earned value if the employee had been a full-time employee working an average of forty (40) hours per week. The Full Time Equivalency is the basis from which calculations to determine the equivalent or prorated benefit or earned value is determined for those employees working less than an average of forty (40) hours per week.
- 3.3. Probationary Period
All employees regardless of employee type or status shall serve a probationary period of five hundred twenty (520) hours of work excluding overtime hours. Any employee whose hours of work are less than an average of forty (40) hours per week shall serve a probationary period equal to five hundred (520) hours or one (1) calendar year whichever comes first.

- 3.4. Trial Term**
When an employee is promoted into a position in a different Job Class or to a position with a higher maximum salary the employee shall serve a trial term of three hundred and twenty (320) regular hours of work. During the Trial Term their performance in the new position shall be assessed. Both CKUA and the employee shall maintain the right to revert the employee to their former position should the promotion not be confirmed.
- 3.5. Hourly Rate of Pay** means the specified amount paid to an employee for each hour of scheduled 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 "hourly rate of Pay."
- 3.6. Work Schedule**
The daily and weekly hours of work, location and activities an employee is assigned to complete their work, subject to collective agreement provisions. A Work Schedule may also be referred to as a Shift Pattern which includes the workdays, shifts, days of rest and duration of the schedule when the shift pattern may repeat itself.
- 3.7. Schedule Cycle** means the consecutive weeks as set out in an approved Work Schedule.
- 3.8. Shift** means the assigned hours of work within a shift schedule with a maximum duration of twelve (12) hours inclusive of rest period and exclusive of meal breaks.
- 3.9. A Combined Shift** means when two (2) separate non-contiguous shifts for separate functions are worked by a non full-time employee in the same workday.
- 3.10. Workday** means the day of the week when a shift commences.
- 3.11. Work Reporting Locations**
Employees report for work at the CKUA Edmonton Studios, CKUA Calgary Studios, transmission towers, home offices, and/or festival venues, community engagement events and other off-site work events as agreed to and authorized by CKUA.
- 3.12. Methods of Communication**
Where notification is required in this agreement, email is the default method.
- 3.13. Calendar Year** means the period January 1 to December 31.
- 3.14. Calendar Day** means the day of the week.
- 3.15. Fiscal Year** means the period September 1 to August 31

- 3.16. **Week means the seven (7) calendar days commencing 00:01 Monday and concluding 24:00 the following Sunday.**
- 3.17. **Singular and Plural means a word in the singular includes the plural.**
- 3.18. **Gender Neutral Interpretation means personal pronouns used shall include the other genders, whether used in the masculine, feminine, or other gender, and the singular shall include the plural and vice versa, wherever appropriate.**
- 3.19. **Employer means CKUA or CKUA Radio Foundation and is deemed interchangeable.**
- 3.20. **Union means IBEW or IBEW Local 2228 and is deemed interchangeable.**
- 3.21. **The Parties means CKUA on behalf of the CKUA Radio Foundation and IBEW Local 2228 as the exclusive bargaining agent for the bargaining unit.**
- 3.22. **CKUA Management means a manager or their designate who is authorized to hire, fire and discipline.**
- 3.23. **Seniority means the length of employment from the date of hire within the Bargaining Unit. Seniority is adjusted based on the full-time equivalency.**
- 3.24. **Working Hours means those hours during a shift excluding meal breaks but including rest periods.**
- 3.25. **Pyramiding means the claiming of one benefit in addition to another for the same period of work and is prohibited in this Agreement.**

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

CKUA recognizes the Union as the **exclusive** bargaining agent for all the employees as outlined in the current Order issued by the Canadian Industrial Relations Board.

- 5.1.1. CKUA hereby consents and agrees to negotiate with the Union pursuant to applicable labour legislation in any and all matters pertaining to this agreement.
- 5.1.2. CKUA agrees to recognize the designated Union Representative, and any duly authorized Shop Steward provided the Union has advised CKUA, in writing, of their election/appointment.

5.2. NOTICES TO CKUA

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 **Chief Operating Officer (COO)** or Finance and Administration Director. Authorization shall not be unreasonably withheld.

- 5.2.1. **The Union will advise the Finance and Administration Director or designate of its Union Representative(s) and designate(s) names and Stewards (including contact information) in February of each calendar 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.**

5.3. NOTICES TO THE UNION

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

5.3.1. NOTICE OF HIRE

At the time a member of the Bargaining Unit is employed CKUA will provide the Union with the following information:

- a) **Employee Name, Date of Hire (seniority date),**
- b) **Employee's home address - unless the employee has requested, in writing, that CKUA restrict this information.**
- c) **Job Series, Position Title,**
- d) **Point Band and hourly rate of pay and**
- e) **reporting location.**
- f) **Work Schedule Category and average weekly hours**

5.3.2. POST HIRE – CKUA will notify the Union of

- a) **A change to position title, promotion, transfer, layoff, recall or dismissal of any employee within the bargaining unit.**
- b) **Notice of an extension of the probationary period, suspension, or any disciplinary action placed on a bargaining unit employee's file.**
- c) **Any notice to employees where the Parties have agreed-to a change in the application or interpretation of this agreement.**

5.4. UNION ACCESS TO CKUA PREMISES

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.

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

5.5. SENIORITY LISTS

CKUA agrees to provide the Union with a seniority list of the Bargaining Unit employees as of September 1 and February 28 each year. The list shall include the names, date of hire, 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. DUES CHECKOFF

All employees covered by the Order 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.

- a) 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.
- b) It is understood the Union will save CKUA harmless from any and all claims made, by any employee, for amounts deducted as provided.
- c) **The Union will provide CKUA notice of any change to the calculation of dues, or the dues rates and such changes shall take effect within forty-five (45) calendar days following receipt of the written notice.**

5.7. LEAVE FOR UNION ACTIVITIES

Leave without pay will be granted to an employee duly authorized to represent this Union's members at Executive meetings or conventions of the Union. A request for such leave shall be submitted at least twenty (20) calendar days in advance. Subject to operational requirements, such leave shall be limited to one (1) employee at any time and a maximum aggregate total of ten (10) days in any calendar year.

- 5.7.1. 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) calendar days before the first meeting date. It is recognized 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.

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 they will not tolerate, ignore or condone bullying, improper comments, conduct, actions or gestures directed towards a specific individual (or a specific employee group) 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:
- STEP ONE:** take steps to protect the wellbeing of all parties involved
 - STEP TWO:** investigate to resolve the issue and to protect the rights of all the **individuals** involved
 - STEP THREE:** CKUA will immediately acknowledge receipt of the complaint to the complainant. CKUA will then meet with the person(s) who is the

subject of the complaint as soon as possible but no later than ten (10) calendar days after receiving the complaint.

- 6.7. Complaints arising may be dealt with through an Alternate Dispute Resolution process (ADR) (**Article 10**) as agreed to by the parties. 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 13**), 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 AND SCHEDULING PROVISIONS

- 8.1. The Parties acknowledge CKUA is a twenty-four (24) hour, seven (7) day per week business. Hours of work, including scheduling decisions are based primarily on audience, programming, events and operational requirements.

For a Full Time Employee, the hours of work, overtime calculations, premiums, benefit, accruals and allowances are based on the full-time equivalency.

- a) An average of not less than eight (8) working hours per shift to a maximum of twelve (12) scheduled working hours as set out in the agreed to and approved shift schedule.
- b) Up to forty-eight (48) hours per week maintaining an average of forty (40) working hours over the cycle of an agreed to shift schedule.

- c) **Daily hours of work in excess of eight (8) working hours or weekly hours of work in excess of forty (40) working hours per week are agreed to between the employee and supervisor.**
- d) A minimum of twelve (12) hours of scheduled rest between the end of one shift and the start of the next.
- e) **Other employee types are defined in Article 3 Definitions.**

8.2. MEAL BREAKS AND REST PERIODS

A full-time employee is entitled to and shall be granted an unpaid meal break of at least thirty (30) minutes during every period of four (4) consecutive working hours during a shift.

If CKUA requires the employee to be at their disposal during the meal break, then the employee must be paid for the duration of the meal break.

Meal breaks are unpaid and may not be declined to shorten the shift **unless approved by their supervisor.**

- 8.2.1. Employees are entitled to one (1) paid fifteen (15) minute rest break in each four (4) hours of a shift- Rest periods shall be arranged to not interfere with the efficient operation of CKUA.

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

- 8.2.2. **If an Employee is recalled to duty during their meal period or rest period the employee shall be given a full meal period or rest period later in the shift or where that is not possible, be paid at the overtime rate for the meal period or rest period.**

8.3. DAYS OF REST

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

Days of rest for an employee shall mean all days where an employee is not scheduled to work.

8.4. TIME CHANGE

The conversion from Standard Time to Daylight Savings Time, hours of work shall be extended to include the resulting additional hour with a payment at the applicable overtime rate. On the date for the resumption of Daylight Savings Time the resulting reduction of one (1) hour in the Shift shall not result in a reduction of the earnings payable in accordance with the agreed Work Schedule.

8.5. SCHEDULING PROVISIONS

AGREED SCHEDULES

CKUA and the Union recognize there are different work schedules and or shift patterns, other than a Standard Schedule. CKUA shall plan with affected employees, work schedules and shifts which are mutually agreeable and achieve CKUA operating requirements. In these cases, it is agreed overtime provisions, meal provisions and any other Articles affected **are** adjusted relative to the approved schedule.

Employees involved in creating or producing on-air products for CKUA may not have a predictable or fixed work schedule when doing so. Each employee shall determine their Weekly Schedule based on **operational requirements of their work assignment and in agreement with their supervisor**. Flexible start and end times to the hours of work may be utilized in addition to the agreed upon work schedule

Employees should be aware that to accomplish their work assignments they may be required to work shifts with various start and end times throughout the twenty-four (24) hour day and the seven (7) days of the week.

APPROVED WORK SCHEDULES

8.6. STANDARD SCHEDULE

The Parties agree an employee's Standard Schedule including hours of work is

- a) **Considered as five (5) consecutive shifts and two (2) consecutive days of rest.**
- b) **Eight (8) working hours per shift nor more than forty (40) hours within a week as defined within this agreement.**
- c) **The hours of work shall be exclusive of meal periods, but inclusive of break periods.**
- d) **Twelve (12) hours of scheduled rest between the end of one shift and the start of the next shift except in cases of emergency or by mutual agreement between the employee and CKUA.**
- e) **With the agreement of their supervisor, employees may alter their start and end time of shifts and hours worked in a day to accommodate a personal need. This is intended to be a temporary arrangement and, on a case-by-case basis.**

8.7. WEEKLY SCHEDULE

Where fulfilling CKUA business or operational objectives allows for flexibility in arranging varied hours of work, days of work and days of rest, the Parties agree CKUA, and the employee shall determine the expectations of the position and specific days of the week and times when aspects of the work shall be completed.

A Weekly Schedule may not exceed forty-eight (48) working hours in a week and averaging forty (40) working hours per week through the duration of the schedule. Generally, shifts are equal in length, but the length of a shift may vary based on CKUA's business and operational needs, and the agreement of the Manager and employee.

The Parties agree an employee's Weekly Schedule including hours of work shall not exceed

- a) **Twelve (12) hours per shift nor more than forty-eight (48) working hours within the week as defined within this agreement.**
- b) **An average of forty (40) working hours per week through the duration of the Schedule Cycle based on the two (2) weeks of a pay period.**
- c) **The hours of work shall be exclusive of meal periods, but inclusive of break periods.**
- d) **A Weekly Schedule allows for shifts of various lengths and workdays to accommodate CKUA operations and the employee's personal circumstances.**
- e) **The approved weekly schedule should include at least two (2) consecutive days of rest once (1x) every two (2) weeks in the schedule cycle.**
- f) **Except in cases of emergency or by mutual agreement between the employee and CKUA twelve (12) hours of scheduled rest between the end of one shift and the start of the next shift.**
- g) **With the agreement of their supervisor, employees may alter their start and end time of shifts and hours worked on a workday to accommodate a personal need. This is intended to be a temporary arrangement and, on a case-by-case basis.**

8.8. EVENTS SCHEDULE

Employees working festivals, Fundraisers, special events or where the scope of their work assignment may require hours of work and a schedule cycle with greater variability than a Standard or Weekly Schedule employees shall be Event Scheduled.

All Event Schedules are to be discussed with the employee and the schedule then provided to the Union a minimum Union fifteen (15) calendar days in advance of the schedule taking effect. Providing CKUA and the Union with time to reach an agreement prior to the schedule taking effect.

An employee shall receive fourteen (14) calendar days to transition from their agreed upon schedule to an Events Schedule.

When determining an Events Schedule, the following parameters apply:

- a) Employees may work a maximum of forty-eight (48) hours per week to a maximum of two hundred forty (240) hours during three (3) consecutive pay periods.**
- b) Include shifts of varying durations, irregular workdays or weekly hours.**
- c) The scheduled working hours shall be balanced to forty (40) working hours per week through the duration of the agreed schedule cycle.**
- d) An Events Schedule shall provide a minimum of twelve (12) days of rest, at least three (3) of which should be consecutive.**
- e) An employee assigned to an Events Schedule shall receive their pay to a maximum of eighty (80) hours pay per pay period throughout the duration of the Schedule Cycle.**
- f) Overtime is calculated based on the full Schedule Cycle and is payable at one and one half (1.5x) times the hourly rate of pay for those hours in excess of two hundred forty (240) working hours. Overtime is not payable until the pay period following the completion of the Schedule Cycle.**
- g) Where the workdays in an agreed upon schedule change with less than fourteen (14) calendar days written notice the employee shall be paid the overtime rate of one and one-half (1.5x) times their hourly rate for the first three (3) shifts of the amended agreed schedule.**

GENERAL WORK SCHEDULE RULES

- 8.9. The details of different Work Schedules agreed to by the Union and CKUA shall form part of this Agreement**

With mutual agreement, an employee may work hours in excess of the scheduled shifts with the sole purpose of banking these hours at straight time solely for the purpose of accruing additional days of rest to accommodate personal needs. Such banked hours must be taken as planned when the employee and CKUA enter into their mutual agreement.

When there is disagreement whether an employee is daily scheduled, weekly scheduled or event scheduled, such disagreement will be dealt with in accordance with Article 10 (Dispute Resolution and Grievance Procedure).

Split Shifts are not to be scheduled in either a Standard or Weekly Schedule and may only be considered in an Events Schedule.

- 8.10. SCHEDULE POSTING**

It is agreed an employee's *assignment* will determine whether they are Daily scheduled, Weekly scheduled or Event Schedule. Employees will be advised of their method of scheduling at the time of the assignment and provided with a copy of the agreed upon schedule.

- a) Notwithstanding Article 8.8, in the event of unusual circumstances, a shorter time period may be mutually agreed in writing between CKUA and IBEW should a schedule be posted.
- b) CKUA shall provide the Union with a copy of the Shift Schedule agreed upon between the Employee and CKUA upon request.
- c) Prior to implementing or posting a new Shift schedule CKUA shall have discussions with the IBEW regarding the reasonable time frame required for implementation date.

8.11. SCHEDULE AND SHIFT CHANGES

Employees shall not be required to change from one shift to another shift without at least seven (7) calendar days' notice in writing except in emergency cases.

When management changes a shift without seven (7) calendar days' notice, the employee shall be paid an additional one (1x) times their hourly rate for the first shift of workday of the revised work schedule.

Any amount of time less than twelve (12) hours of rest between shifts shall be paid for at an additional one half (1/2) of the 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) where an employee has accepted a second shift on the same workday, or
- d) 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 or overtime to either employee, or
- e) it is on a shift where an employee is released from duty to attend negotiations or grievance meetings.

An Employee or CKUA may, during the course of an agreed to and approved or posted schedule, ask to amend scheduled Shifts. Such Employee requests shall be granted where operationally possible without additional cost. Where mutually agreed, the requirements for seven (7) calendar days' notice of change and the resultant penalty payment as described in shall not apply. Employees or CKUA should make such requests as far in advance as possible to maximize the ability to accommodate the request. Any Shift Changes made by mutual agreement shall not violate the scheduling provisions of this Article.

8.12. REPORTING PAY

- a) In the event an Employee reports for work as scheduled and is requested by CKUA to leave, the Employee shall be compensated for

the inconvenience by a payment equal to three (3) hours reporting pay at the employee's Hourly Rate of Pay.

- b) In the event an Employee reports for work as scheduled and is requested by CKUA to leave and fewer than three (3) hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the scheduled Shift at the Employee's hourly rate of pay. This does not apply in situations where the start time of the scheduled Shift has been changed.
- c) No Employees shall receive payment for both (a) or (b) concurrently.
- d) An employee shall not be scheduled to work for a shift less than three (3) hours duration unless the shift is required to fulfill the agreed upon hours of work and schedule.

Application for Non-Fulltime Employee Types

8.13. PART TIME EMPLOYEES

For a Part Time Employee, the hours of work, overtime calculations, premiums, benefit, accruals and allowances are based on the part time equivalency of a full-time employee and include:

- a) Shifts to a maximum of twelve (12) working hours as set out in the agreed to and approved schedule cycle.
- b) Up to forty (40) working hours per week maintaining an average of not less than twenty-one (21) hours nor more than forty (40) working hours over the cycle of an agreed to schedule cycle.
- c) A minimum of twelve (12) hours of scheduled rest between the end of one shift and the start of the next.
- d) Notwithstanding the foregoing, where mutually agreed, a Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- e) Where a Part Time Employee agrees to work an additional shift (Combined Shift) on a workday where they have already worked a scheduled shift, they shall be paid overtime for those hours more than twelve (12) hours when the two shifts on the same workday are combined.
- f) Where a Part Time Employee agrees to work an additional shift (Combined Shift) on a workday where they have already worked a scheduled shift, they shall have eight (8) hours of rest between the end of the last shift on a workday and the start of the shift on the shift on the following workday.
- g) Where there are no combined shifts during a week, overtime is calculated on a weekly basis for those hours more than an average of forty (40) hours per week in the pay period.

- h) Where a Part-time Employee volunteers or agrees, when requested, to work additional Shifts which are not designated as the Employee's scheduled days of rest, the Employee shall be paid the Employee's basic rate for hours worked up to twelve (12) working hours in a day and one and one half (1.5x) their hourly rate for those hours worked in excess of twelve (12) working hours in a shift.**
- i) Depending on the Agreed to Work Schedule (Standard, Weekly or Events) a minimum of two (2) consecutive days of rest per week, and a total of twelve (12) days each six (6) week schedule cycle shall be scheduled as designated days of rest. Employees may agree with CKUA to exchange their designated days of rest to other non-scheduled days. When they agree to do so, no overtime or penalty payment is required.**
- j) Where CKUA requires a Part-time Employee to work on their scheduled day of rest, the Employee shall be paid two (2x) their hourly rate for those scheduled hours.**

MEAL BREAKS AND REST PERIODS

- a) Where the scheduled shift is four (4) hours or greater the employee is eligible for a unpaid meal break of thirty (30) minutes and a fifteen (15) minute paid rest period.**
- b) If the shift is longer than eight (8) consecutive hours the employee is eligible for a further unpaid meal break of thirty (30) minutes and a fifteen (15) minute paid rest period in the second half of the shift.**

8.14. RECURRING PART TIME EMPLOYEES

For a Recurring Part Time Employee, the hours of work, overtime calculations, premiums, benefit, accruals and allowances are based on the part time equivalency of a full-time employee and include:

- a) A Recurring Part Time Employee has a minimum workload of three (3) working hours per week but less than twenty (20) working hours per week and up to one thousand forty (1040) hours in a calendar year.**
- b) A Recurring Part Time employee shall be considered to work on a Weekly Schedule.**
- c) The workload of a Recurring Part Time employee shall be considered continuous as though it occurred on a single shift of up to eight (8) consecutive working hours. In the instance a Recurring Part Time employee has a weekly schedule of more than eight (8) hours; the hours shall be considered scheduled on separate workdays to a maximum of eight (8) hours per shift/workday.**
- d) A minimum of twelve (12) hours of scheduled rest between the end of one shift and the start of the next.**
- e) A Recurring Part Time Employee may be assigned a Standard, Weekly or Events Schedule depending on CKUA operational needs and the applicability of their work to achieve CKUA Objectives.**

- f) Notwithstanding the foregoing, where mutually agreed, a Recurring Part-time Employee may work full-time hours in special circumstances such as vacation, sick leave or absence from work by an Employee for any reason.
- g) Where a Recurring Part Time Employee agrees to work an additional shift on a workday where they have already worked a scheduled shift, they shall be paid their hourly rate of pay for those hours to a maximum of eight (8) hours and overtime for those hours in excess of twelve (12) hours when the two shifts on the same workday are combined.

MEAL BREAKS AND REST PERIODS

- a) Where the scheduled shift is four (4) hours or greater the employee is eligible for a unpaid meal break of thirty (30) minutes and a fifteen (15) minute paid rest period.
- b) If the shift is longer than eight (8) consecutive hours the employee is eligible for a further unpaid meal break of thirty (30) minutes and a fifteen (15) minute paid rest period in the second half of the shift.

8.15. TEMPORARY FULL TIME, TEMPORARY PART TIME OR RECURRING PART TIME EMPLOYEES

For a Temporary Full Time, Part Time or Recurring Part Time Employee, the hours of work, overtime calculations, premiums, benefit, accruals and allowances are based on the equivalency of a full-time employee and include the conditions as set out above for the applicable employee type.

In addition to the following

- a) At the time of hire or transfer to a temporary position CKUA shall state in writing a specific Work Schedule, number of hours per Shift and Shifts per Schedule Cycle which shall constitute the scheduled hours of work for the position.
- b) Subject to the right of CKUA to release a Temporary Employee when no longer required in that capacity or on completion of the expected term of the position, the aforementioned confirmation shall specify the expected term of the temporary position.

8.16. CASUAL EMPLOYEES

No casual employee shall be scheduled except with the employee's consent.

Where a Casual Employee is scheduled for a specific job or relieves for absences advance notice of scheduling shall be provided.

Should a Casual Employee be transferred to a Temporary (Full Time, Part Time or Recuring Part Time) position, the employee shall be subject to the terms and conditions of this agreement as they may apply to a specific employee type.

REPORTING PAY

Should a Casual Employee report to work as scheduled or called in and CKUA cancels the Employee's Shift, the Employee shall be paid three (3) hours Reporting Pay at the Employee's Hourly Rate of Pay.

If fewer than three (3) working hours remain in the scheduled Shift, the Employee shall be paid for the remaining hours of the Shift at the Employee's Hourly Rate of Pay. This does not apply in situations where the start time of the scheduled Shift has been changed.

MEAL BREAKS AND REST PERIODS

Where the scheduled shift is four (4) working hours or greater the employee is eligible for an unpaid meal break of thirty (30) minutes and a fifteen (15) minute paid rest period.

If the shift is longer than eight (8) consecutive working hours the employee is eligible for a further unpaid meal break of thirty (30) minutes and a fifteen (15) minute paid rest period in the second half of the shift.

Article 9 OVERTIME, PREMIUMS AND ALLOWANCES

9.1. OVERTIME HOURS

Overtime payment of one and one half (1.5x) times the employee's hourly rate of pay shall be paid for time worked more than the agreed upon Work Schedule either on a shift or weekly basis

- a) The employee's supervisor must approve overtime.
- b) Overtime could occur on **either** a daily or weekly basis
- c) Overtime will be paid after fifteen (15) minutes worked and calculated, in all cases, to the nearest quarter-hour.

9.1.1. All full-time and part-time employees who work-overtime shall determine the method of overtime payment from one of the following:

- a) All overtime to be paid at the applicable overtime rate.
- b) All overtime to be banked at the overtime rate and taken as paid time off at a later date (Banked Overtime).
 - i. Overtime can be banked to a maximum of forty (40) hours to be taken as paid Time off In Lieu.
 - ii. For operational purposes a maximum forty (40)) hours at the hourly rate of pay can be banked in two (2) periods during the fiscal year:
 1. Sept 1 to January 30 and paid out by March 15. and
 2. February 1 to August 31 and paid out by October 15th in accordance with the established pay cycle.

iii. **Any overtime earned and submitted in excess of the forty (40) hour maximum per period shall be paid out**

c) **a combination of (a) or (b) above.**

9.1.2. The method of claiming overtime shall be indicated on the timesheet before submitting it to the payroll department.

9.2. **CALL OUT PAY**

9.2.1. **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 a minimum of one (1) hour's** pay will be paid to the employee on standby in addition to their standby pay.

9.2.2. **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.

An employee can only claim 9.2.1. or 9.2.2. and not both.

9.2.3. **MEAL ALLOWANCE**

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 thirty (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.

9.2.4. **STANDBY PAY**

Employees required to standby for callouts shall be paid one dollar (\$1.00) standby pay for each hour of operation outside their **agreed Work Schedule**. When called, employees not available **to respond to the call out** forfeit the standby fee for that shift, and the standby fee shall be paid to the employee taking the call. If an employee must travel to effect repairs, callout overtime shall apply.

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 CKUA and the Union, or between an employee or employees bound by the Collective Agreement and CKUA, 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 **the Manager or designate** is absent, and a decision **by CKUA**, 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.** **The Parties' may agree to extending the time at which** any step or appointment must or should be taken or made may be extended for such period as agreed to **in writing** 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.
- 10.6.** An employee who believes they have a justifiable grievance shall discuss the matter with their immediate supervisor within ten (10) **calendar** days of occurrence. The supervisor shall give a **written** decision within three (3) calendar days **excluding Saturday, Sunday and holidays**.

STEP ONE

If the employee is not satisfied with the decision rendered in accordance with the above, the employee may, within **seven (7) calendar** 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 **seven (7) calendar** days after the discussion, discuss the matter with the immediate supervisor. The immediate supervisor's decisions shall be rendered within **seven (7) calendar** days of this discussion.

STEP TWO

If a satisfactory settlement has not been obtained under the previous step, then the employee, within fifteen (15) **calendar** days of the date of the decision under STEP ONE, may render the grievance in writing to the Union. Within thirty (30) **calendar** 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) **calendar** days of receipt of the grievance. If the parties are unable to resolve the matter within thirty (30) **calendar** 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) **calendar** 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) **calendar** 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 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.
- 10.7.3. The Parties are committed to the thoughtful and collaborative resolution of disputes and issues in dispute in a timely and responsible way. The Parties agree 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.
- 10.7.4. 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 6 is complete.
- 10.7.5. **ALTERNATE DISPUTE RESOLUTION**
The Parties may in a collaborative approach to resolving differences use an Alternative Dispute Resolution process as an alternative to the Grievance procedure. An ADR is not intended to circumvent the Grievance procedure but is an approach to support the Parties in resolving differences which may not specifically arise from the application or interpretation of the collective agreement. An ADR provides the Parties with another mechanism to address emergent issues to the benefit of both IBEW and CKUA.

Article 11 LAYOFF AND RECALL

- 11.1. 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.
- 11.2. **Where an employee is notified of a layoff, the employee shall be laid off for a maximum of six (6) calendar months and the employee shall maintain their right of recall to CKUA employment during this six (6) calendar months.**
- 11.3. 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 **Article 11.5**. CKUA shall give notice to the Union at least fourteen (14) calendar days before notifying affected employees.

Notice to employees may be administered as **layoff with working notice, or pay in lieu of notice.**

11.4. Maintaining the employment of a Full Time, Part Time or Recurring Part Time employee shall be a priority. The “ability to perform the work” which shall be assessed by CKUA.

An employee who is to be laid off shall

- a) At the employee’s option, take a position which is vacant and for which CKUA has assessed they have the ability to perform the work or**
- b) Accept the layoff with the right of recall.**

11.5. NOTICE OF LAYOFF

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

| Seniority | Notice |
|---------------------------|-----------------------------------|
| • less than two (2) years | • Two (2) calendar weeks |
| • Three (3) years | • Three (3) calendar weeks |
| • Four (4) years | • Four (4) calendar weeks |
| • Five (5) years | • Five (5) calendar weeks |
| • Six (6) years | • Six (6) calendar weeks |
| • Seven (7) years | • Seven (7) calendar weeks |
| • Eight (8) years or more | • Eight (8) calendar weeks |

For Full Time, Part Time and Recurring Part Time employees, Pay in Lieu of Notice shall be calculated as the average weekly hours throughout the duration of the agreed upon Schedule Cycle (whether on a Standard, Weekly or Events schedule) in place at the time the layoff occurs.

11.6. RECALL AND VACANCIES

When vacancies occur or **employment is available**, CKUA agrees to notify **laid off** employees **who possess the ability to perform the work** first consideration for employment to those employees **who have been laid-off** for less than six (6) months.

Posting a vacant position (Article 18) shall be waived if a laid off employee eligible for recall and is offered the position and accepts.

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

11.7. If the employee has not been recalled within six (6) months of the layoff date, their employment shall be terminated, and severance **paid in accordance with Article 11.9.**

11.8. WAIVE THE RIGHT TO RECALL

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

11.8.1. PAY AND BENEFIT COVERAGE DURING RECALL

An employee on recall shall not be eligible to be paid by CKUA. Benefit Coverage with the exception of Short-Term Disability Insurance and Long-Term Disability Insurance, shall be maintained if the employee elects to continue to pay their share of the premium cost set out in Article 20.

11.9. SEVERANCE PAYMENT

A laid off Full Time or Part Time employee shall be paid severance if:

- a) **They waive their right of recall**
- b) **They have been eligible for recall for six (6) months and their right to recall has expired. Or**
- c) **CKUA believes there is no consideration of re-employment within six (6) months.**

A laid off Full Time employee shall be paid a severance of forty (40) hours for each year of seniority to a maximum of twelve hundred (1200) hours at their hourly rate of pay

A laid off Part Time employee shall be paid a severance of up to forty (40) hours for each year of seniority to a maximum of twelve hundred (1200) hours at their hourly rate of pay

Partial years of **seniority** shall be prorated based on their full-time equivalency.

Application for Non-Fulltime Employee Types

11.10. RECURRING PART TIME, TEMPORARY FULL TIME, TEMPORARY PART TIME OR TEMPORARY RECURRING PART TIME

Notice as set out in Article 11.03 shall be provided to the employee and the calculation of possible pay in lieu of notice shall be calculated based on the average daily wages paid to the employee in the previous twelve (12) consecutive months of employment.

A Temporary Full Time, Temporary Part time or Temporary Recurring Part Time employee shall have been notified of the anticipated end date for the term of their employment and CKUA will advise the employee not less than twenty-one (21) calendar days prior to the anticipated end date of their term of employment whether the employment shall terminate as planned or whether it may be extended.

The calculation of severance for a Temporary Full Time, Temporary Part Time or Temporary Recurring Part Time employee shall be as set out in the table below.

11.11. CASUAL EMPLOYEES

Casual employees earn seniority through their working hours from date of hire.

Casual Employees who are served notice of layoff in accordance the table above. Pay in Lieu of Notice shall be based on the same calculation

11.12. SEVERANCE CALCULATION

Severance shall be calculated as follows:

| Seniority | Payment and Calculation |
|--|---|
| <ul style="list-style-type: none"> If the employee has not been employed for twelve (12) consecutive months prior to the date their employment is terminated, they shall not be eligible to receive a severance payment. | <ul style="list-style-type: none"> None |
| <ul style="list-style-type: none"> If the employee has been employed for twelve (12) continuous months of employment the employee is eligible to receive severance except if the termination of their employment is by way of dismissal for just cause. | <ul style="list-style-type: none"> The total number of working hours in the previous twelve (12) continuous months of employment divided by fifty-two (52) weeks divided by eight (8) hours determines the average hours for a day's wages. The severance is then calculated as the equivalent of two (2) days wages for each year of continuous employment. <p>and</p> <ul style="list-style-type: none"> A further severance payment of five (5) days wages as calculated above. |

Article 12 TERMINATION OF EMPLOYMENT

12.1. Termination of Employment means those actions taken by CKUA to end the employment relationship with an employee whether for cause or just cause.

12.2. When CKUA determines the termination of an employee's employment is necessary, CKUA shall provide written notice to the Union at least fourteen (14) calendar days before notifying affected employee(s).

12.3. TERMINATION OF EMPLOYMENT

When the decision has been made to terminate an employee's employment with CKUA for **other than just cause**, notice, shall be as follows:

| Seniority | Notice |
|---------------------------|-----------------------------------|
| • less than two (2) years | • Two (2) calendar weeks |
| • Three (3) years | • Three (3) calendar weeks |
| • Four (4) years | • Four (4) calendar weeks |
| • Five (5) years | • Five (5) calendar weeks |
| • Six (6) years | • Six (6) calendar weeks |
| • Seven (7) years | • Seven (7) calendar weeks |
| • Eight (8) years or more | • Eight (8) calendar weeks |

For Full Time and Part Time employees, Pay in Lieu of Notice shall be calculated as the average weekly hours throughout the duration of the agreed upon Schedule Cycle (whether on a Standard, Weekly or Events schedule) in place at the time the termination occurs.

12.4. SEVERANCE PAYMENT

Where CKUA terminates the employment of a Full Time or Part Time employee for **other than just cause**,

A Full Time employee shall be paid a severance of forty (40) hours for each year of seniority to a maximum of twelve hundred (1200) hours at their hourly rate of pay

A Part Time employee shall be paid a severance of up to forty (40) hours for each year of seniority to a maximum of twelve hundred (1200) hours at their hourly rate of pay

Partial years of **seniority** shall be prorated based on their full-time equivalency.

12.5. RESIGNATION OF EMPLOYMENT

Employees shall provide a minimum of fourteen (14) calendar days written notice of their intent to resign from their position and employment with CKUA. CKUA may elect to pay the employee Pay in Lieu of Notice for the duration of their notice up to a maximum of eighty (80) hours at their hourly rate of pay.

Application for Non-Fulltime Employee Types

12.6. RECURRING PART TIME, TEMPORARY FULL TIME, TEMPORARY PART TIME OR TEMPORARY RECURRING PART TIME AND CASUAL

The notice as set out in Article 12.03 shall be provided to the employee and the calculation of possible pay in lieu of notice shall be calculated based on the

average daily wages paid to the employee in the previous twelve (12) consecutive months of employment.

A Temporary Full Time, Temporary Part time or Temporary Recurring Part Time employee shall have been notified of the anticipated end date for the term of their employment and CKUA will advise the employee not less than twenty-one (21) calendar days prior to the anticipated end date of their term of employment whether the employment shall terminate as planned or whether it may be extended.

The calculation of severance for a Temporary Full Time, Temporary Part Time or Temporary Recurring Part Time employee shall be as set out in the table below.

12.7. CASUAL EMPLOYEES

Casual employees earn seniority through their working hours from date of hire.

The notice of termination is set out in the table above. Pay in Lieu of Notice shall be based on the same calculation

12.8. SEVERANCE CALCULATION

Severance shall be calculated as follows

| Service | Payment and Calculation |
|--|---|
| <ul style="list-style-type: none"> If the employee has not been employed for twelve (12) consecutive months prior to the date their employment is terminated, they shall not be eligible to receive a severance payment. | <ul style="list-style-type: none"> None |
| <ul style="list-style-type: none"> If the employee has been employed for twelve (12) continuous months of employment the employee is eligible to receive severance except if the termination of their employment is by way of dismissal for just cause. | <ul style="list-style-type: none"> The total number of working hours in the previous twelve (12) continuous months of employment divided by fifty-two (52) weeks divided by eight (8) hours determines the average hours for a day's wages. The severance is then calculated as the equivalent of two (2) days wages for each year of continuous employment. <p>and</p> <ul style="list-style-type: none"> A further severance payment of five (5) days wages as calculated above. |

Article 13 PROGRESSIVE DISCIPLINE and CORRECTIVE ACTION

- 13.1.** 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.
- 13.2.** CKUA will determine **the appropriate** disciplinary action for matters that involve a breach of the terms of this Agreement or CKUA policy, including failure to perform job duties satisfactorily.
- 13.3.** 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.
- 13.4. The following Process Steps may be taken, and their application may vary depending on the nature and severity of the issue giving rise to the discipline.**

Step 1 - Caution or Notice

Every effort is made to ensure an employee fully understands the **expectations and requirements necessary to correct the actions or behaviours giving rise to the verbal warning. A caution or notice may be verbal or conveyed by email and is given to the employee in an effort to provide an opportunity for the employee to alter their actions or behaviour to be consistent with the expectations of CKUA.**

A documented (email or letter) Caution or Notice shall have the same effect as a Letter of Reprimand but does not reside on the employee's official employment file. Notations in a manager or designate's records may be referenced should further action be required.

Step 2 - Written Letter of Warning

A Letter of Warning shall include reference(s) to any verbal caution or notice and those conversations or correspondence which verifies the Caution or Notice.

Reference shall also be made to the previous incidents and attempts to correct the behaviour.

The letter will indicate further infractions may lead to more serious disciplinary action up to and including termination.

A copy of the Letter of Warning is placed in the employee's **official employment** file, with a copy to the Union

Step 3 - Second Written Warnings

The details and content of the letter of warning shall set out the details as in Step 2 except the letter states further infractions will lead to suspension or termination.

Step 4 – Suspension

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

- a) **With Pay** – Where a situation has occurred, **requiring CKUA to immediately investigate and** where the employee's presence **may** hamper the investigation or bring about morale or security problems. CKUA will remove the affected employee(s) from the workplace while the investigation is being conducted.
- b) **Without Pay** – Where Steps 1 – 3 of the Progressive Discipline Process **have** been followed and insufficient improvement has **occurred, CKUA management may suspend an employee without pay to reinforce the employee's effort to correct the behaviour(s) or infractions to reinforce situation's seriousness. A suspension without pay shall be a last chance effort to remedy the offending behaviour(s) or discontinuance of the offending infractions.**

Step 5 – Termination

If **despite the actions of CKUA as set out in Steps 1 – 4** there has been no change in behaviour, or the infraction is egregious, **CKUA will terminate the employee's employment.**

13.5. The nature of the discipline or reprimand shall remain confidential between the Parties.

13.6. Documented discipline shall be removed from an employee's official employment file after **twenty-four (24) calendar months** from the date of issuance, provided there has not been a reoccurrence of a **similar** incident leading to the discipline.

Article 14 PAY ADMINISTRATION

14.1. TIMESHEETS

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

14.1.1. It is the employee's responsibility to ensure timesheets are submitted to their supervisor accurately with sufficient time for approval. CKUA shall set out the

established pay schedule including payroll cutoffs and pay dates necessary for the orderly processing of employee pay.

- 14.1.2. In all Work Schedules, the hours of work shall be balanced over a maximum of three (3) consecutive pay periods to provide the efficiency of CKUA operations and considering the personal flexibility sought by the employee.**

The approved scheduled shift hours cannot exceed forty-eight (48) working hours in a week.

CKUA shall pay the employee to a maximum of eighty (80) hours in each pay period as balanced through the duration of the Schedule Cycle.

- 14.1.3. Adjustments to premium pay (Article 9) will be made on the appropriate pay period if this is not possible, the adjusted amount will be paid in the following pay period.**

14.2. PAY REMITTANCES

Employee pay shall be issued on a bi-weekly basis via direct deposit or by other means as are suitable.

Article 15 LEAVES OF ABSENCE

15.1. GENERAL CONDITIONS

In addition to the leaves listed in the Collective Agreement, employees are eligible for any leaves as set out in the Canada Labour Code subject to the terms and conditions necessary to qualify for such leave.

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

15.2. Leaves of Absence can be

- a) Paid leaves which CKUA as the employer pays the employee or**
- b) Unpaid leaves in which case the employee may be eligible for compensation through Service Canada - Employment Insurance benefits. In which case, CKUA shall file an electronic Record of Employment to aid the employee's application to Service Canada for Employment Insurance benefits.**

15.3. JOB PROTECTED LEAVES OF ABSENCE

In accordance with Legislation, certain Leaves are Job-Protected leaves, meaning for the duration of the leave as set out in Legislation, the employee can upon fulfilling the conditions of the authorized leave of absence, return to the position they held at the start of the leave of absence.

- a) Leave of absence without pay may be granted to an Employee at the discretion of the CKUA. If a request for leave of absence is denied, CKUA will advise the Employee in writing of the reasons for the denial.**

- b) Applications for leave of absence shall be made, in writing, to CKUA as early as possible in order that replacement staffing can be arranged. Applications shall indicate the date of departure on leave and the date or anticipated date of return.
- c) Except as provided, where an employee is granted a leave of absence of more than thirty (30) consecutive calendar days, and the employee is covered by any or all of the plans specified in Article 19: that Employee may, subject to the Insurer's requirements, make prior arrangement for the prepayment of the full premiums for the applicable plans. Failure to submit the premium payments will result in the Employer discontinuing benefit coverage for the employee.
- d) Employees shall not be entitled to Named Holidays with pay which may fall during the period of a leave of absence. Sick leave entitlement, vacation entitlement and credit towards increments do not accrue during any leave of absence without pay in excess of thirty (30) calendar days.

15.4. PAID LEAVES

CKUA shall pay the employee their hourly rate of pay for the paid leave of absence as approved.

15.4.1. 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 a fee paid for the **scheduled hours, they** are absent.

15.4.2. 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.

15.4.3. BEREAVEMENT LEAVE

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

15.4.4. PERSONAL LEAVE

Employees are entitled to and shall be granted personal leave days from employment for up to **forty (40) hours per fiscal 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.

15.4.5. FAMILY VIOLENCE LEAVE

Employees who are

- a) victims of family violence or
- b) a parent of a child who is a victim of family violence

are entitled to a leave of absence from employment of up to **eighty (80) hours per** calendar year.

15.5. MATERNITY AND CHILDCARE RELATED LEAVES OF ABSENCE WITHOUT PAY

Employees with at least six (6) consecutive months of continuous employment who are granted Maternity, Co-Parent, or Adoption Leave are eligible for a maximum of seventy-eight (78) weeks of a leave without pay from work for childcare purposes.

The total of Maternity, Co-Parent, or Adoption Leave plus Child Care Leave plus a Leave of Absence Without Pay after Child Care Leave must not exceed seventy-eight (78) weeks.

Upon the birth or legal adoption of a child, all CKUA employees who have completed at least six (6) consecutive months of continuous employment shall be granted leave of absence, to a maximum of seventy-eight (78) weeks, in accordance with the following provisions:

15.5.1. MATERNITY LEAVE

Expectant mothers with at least six (6) consecutive months of continuous service who qualify for Employment Insurance (EI) Benefits for a period of up to seventeen (17) weeks.

Expectant mothers with at least six (6) consecutive months of continuous employment who do not qualify for EI Benefits will receive an approved Leave without pay for up to fifteen (15) weeks of Maternity Leave.

15.5.2. PARENTAL LEAVE

Upon the birth or legal adoption of a child, all CKUA employees who have completed at least six (6) consecutive months of continuous employment shall be granted leave of absence, to a maximum of seventy-eight (78) weeks, in accordance with the following provisions:

15.5.3. ADOPTION LEAVE

An adoptive parent with at least six (6) consecutive months of continuous employment who qualifies EI Benefits may be eligible for EI Benefits for a

period of twelve (12) weeks, when the child first arrives home, plus up to five (5) weeks of leave without pay.

Regular CKUA paid benefits continue during these five (5) weeks.

15.5.4. CHILDCARE LEAVE

In addition to the above leave provisions, parents with at least six (6) consecutive months of continuous employment are eligible for up to sixty-three (63) calendar weeks of leave for childcare purposes. This may be taken at any time within the seventy-eight (78) calendar weeks after the child is born or comes into the parent's care and custody.

15.5.5. Where both parents are CKUA employees, both are eligible for leave within the seventy-eight (78) weeks after the child is born or comes into the parent's actual care and custody.

For greater clarity, the total amount of leave that may be taken in combination under Maternity Leave, Co-parent Leave, Adoption Leave, and Child Care Leave in respect of the same child shall not exceed seventy-eight (78) weeks

15.5.6. 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 provided they:
 - i. have completed six (6) months of continuous employment before the commencement of their maternity leave without pay,
 - ii. provide CKUA with proof they have applied for and are in receipt of maternity benefits under the Employment Insurance Act in respect of insurable employment with the employer, and
 - iii. have signed an agreement with CKUA **confirming the terms of the Maternity Allowance and the Return for Service.**
- b) 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.
- c) Maternity allowance payments made will neither reduce nor increase an employee's severance pay.
- d) Vacation earned before **the maternity leave commenced** must be taken within twelve (12) **calendar** months after it was earned. **If this is not possible or conflicts with the Maternity Leave**-the employee must:
 - i. take the remaining vacation time at the end of their approved leave, or
 - ii. receive approval from CKUA to take **the accrued but unused** vacation at **a mutually agreeable** time.

15.5.7. 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.

15.6. UNPAID LEAVES

15.6.1. COMPASSIONATE CARE LEAVE

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

15.6.2. CRITICAL ILLNESS LEAVE

Employees shall be allowed thirty-seven (37) weeks of unpaid critical illness leave to **provide care for or support** a child under **eighteen (18) years of age** and seventeen (17) weeks of unpaid critical illness leave for **to provide care for or support a critically ill adult**.

15.6.3. DEATH OR DISAPPEARANCE OF A CHILD LEAVE

An employee **who is a parent or otherwise defined as the individual responsible for the care of** a whose child is under **twenty-five (25) years of age** has disappeared or died as a result of a probable crime is eligible to take.

- a) fifty-two (52) consecutive calendar weeks in the case of disappearance.
- b) **one hundred fifty-six (156) consecutive calendar weeks if the child has died or disappeared as the result of a crime.**

15.6.4. RESERVIST LEAVE

An employee can take an unpaid leave of absence to participate in annual training or certain military operations.

15.6.5. PREGNANT OR NURSING LEAVE

Employees who are pregnant or nursing are entitled to unpaid leave **should they be unable to perform their job if they believe by reason of the pregnancy or nursing, continuing any of the current job functions may pose a risk to their health or that of the fetus or child** from the beginning of the pregnancy until the twenty-fourth (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 their choice, indicating that:

- a) they cannot work because of pregnancy or nursing and

- b) the duration of the inability.

15.6.6. TRADITIONAL ABORIGINAL/INDIGENOUS PRACTICES

Aboriginal/Indigenous employees who have completed three (3) consecutive months of continuous employment are entitled to and must be granted up to **forty (40) hours** of unpaid traditional Aboriginal/Indigenous practice leave in each calendar year.

These practices may include:

- a) hunting,
- b) fishing,
- c) harvesting.

15.6.7. 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 Self-funded Leave/Sabbatical 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) 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
- e) Employees must apply **not less than three (3) calendar months** as early as possible advance of the **planned** commencement of the leave.
- f) While on leave, employees will not continue to accrue vacation. Benefits continuation will be determined upon **consultation** with the Insurer.

15.7. EXTENDING A LEAVE OF ABSENCE

In all cases where the employee applies in writing to extend a leave of absence beyond the duration as set out in Legislation, CKUA may agree to such an extension but:

- a) **in the case of a Job Protected Leave, the employee may not return to their former position.**
- b) **CKUA may elect not to authorize an extension to the extended leave and require the employee to return to work.**
- c) **If the employee does not agree to return to work, they will be considered to have abandoned their position and their employment terminated. No severance nor notice, pay in lieu of notice shall be required.**

Application for Non Full Time Employees

15.8. PART TIME EMPLOYEES

Who work an agreed upon schedule shall receive prorated payments where necessary in accordance with the agreed upon schedule at the time the leave commences.

15.9. TEMPORARY, RECURRING PART TIME AND CASUAL EMPLOYEES

Shall receive a payment equivalent to four (4%) percent of their average scheduled working hours for the six (6) weeks prior to commencing a leave, as compensation rather than the calculations as set out above.

Article 16 VACATION

16.1. VACATION LEAVE

a) Annual Allotment:

Each employee shall be entitled to an annual vacation allotment, calculated based on their vacation accrual rate, as outlined below. This allotment represents the total hours of vacation the employee is allotted for in twelve (12) consecutive months of employment as set out in the table below.

b) Accrual of Vacation Hours:

Vacation hours shall accrue as employees work, based on their accrual rate. Accrual rates are calculated to ensure the employee earns their full annual allotment by the end of each twelve (12) consecutive months of employment, provided they remain actively employed.

c) Advance Usage of Vacation Allotment:

Employees may request approval to take up to their full vacation allotment even if they have not yet accrued the corresponding vacation hours. Approval of vacation requests remains subject to operational requirements and will not be unreasonably withheld.

d) Deficit Position and Final Pay Adjustment:

If an employee's accrued vacation hours are in a deficit position at the time of their employment terminates, CKUA shall deduct the equivalent hours owing from the employee's final pay. The amount deducted will be based on the employee's hourly rate of pay at the time their employment terminates. If the full deficit recovery is not possible then CKUA will take reasonable steps to recover the outstanding amount.

e) Tracking and Reporting:

CKUA provides employees with regular updates of their accrued vacation balance on each pay deposit to ensure transparency and proper planning.

f) The vacation leave is based on years of seniority.

| Seniority | Eligible Duration of Vacation | Full Time equivalency | % of pay based on a full time equivalency |
|---|--------------------------------------|---|--|
| Less than one (1) calendar year | Ten (10) workdays | To a maximum of eighty (80) paid working hours | 4% |
| Greater than one (1) calendar year to the end of the sixth (6) calendar year of seniority. | Fifteen (15) workdays | To a maximum of 120 paid working hours | 6% |
| From the start of the seventh (7) year of seniority and beyond. | Twenty (20) workdays | To a maximum of 160 paid working hours | 8% |

16.2. GENERAL RULES

- a) The vacation accrual shall be calculated from the employee's date of hire **or seniority date.**
- b) Employees do not accrue **paid** vacation while on Unpaid Leaves of Absence greater than thirty (30) consecutive calendar days or when in receipt of Long-Term Disability Insurance payments.
- c) Increases to the vacation accrual rate occur in the pay period following the anniversary of the employee's date of hire.
- d) An employee may take the maximum vacation allowed in the year the accrual rate changes.
- e) Increased vacation leave is available to the employee in the year the increase takes effect

16.3. USAGE

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).

With a written request outlining a plan to use the accrued vacation CKUA may approve an employee to carry over a maximum of forty (40) accrued vacation hours to the following calendar year. In extraordinary circumstances, and with the prior written approval, the carry-over allotment may be increased.

- 16.3.1. Employees may once in each fiscal year may request a payout of up to one half (1/2) of their accrued vacation. **Hours paid out are limited to earned vacation accrued in excess eighty (80) hours when seniority is less than six (6) years, and one hundred twenty (120) hours when seniority is greater than six (6) years.**
- 16.3.2. Vacation time may be combined with leave without pay or Time off in Lieu.
- 16.3.3. Employees may request and take their vacation at any time by submitting their written request to their supervisor at least thirty (30) days in advance of the proposed vacation period. CKUA shall confirm the vacation request at least fifteen (15) calendar 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.

Application for Non-Fulltime Employee Types

- 16.4. **TEMPORARY FULL TIME, PART TIME, RECURRING PART TIME AND CASUAL EMPLOYEES**
Shall receive a payment at the applicable percentage based on the anniversary of their date of hire subject to the General Rules as set out for a Full-Time employee.

and

Vacation pay will be processed each pay period and is based on the working hours exclusive of overtime, standby or call in hours.

Article 17 GENERAL HOLIDAYS

- 17.1. **CKUA shall designate the day of the week when General Holidays are recognized.**

In recognition of CKUA’s diverse and inclusive workplace, an employee who for their personal beliefs or religious reasons wishes to observe a General Holiday other than those General Holidays listed in Part B may upon providing reasonable advance written notice, request that up to three (3) of the Part B General Holidays, be considered as a normal working day and that another day be substituted or ` and that the substituted holiday shall be treated as a General Holiday for the purposes of this Agreement.

| | | |
|---------------|--|---|
| Part A | The Parties have designated these General Holidays and shall be recognized on the calendar days | New Year's Day Labour Day National Day for Truth and Reconciliation Canada Day |
|---------------|--|---|

| | | |
|--|----------------------------|-----------------|
| | designated by CKUA. | Remembrance Day |
|--|----------------------------|-----------------|

| | | |
|---------------|--|--|
| Part B | The Parties have designated these General Holidays may be designated by an employee respectful of their personal beliefs. | Family Day Good Friday Victoria Day August Civic Holiday (Alberta, B.C.) Thanksgiving Day Christmas Day Boxing Day |
|---------------|--|--|

One (1) additional day when proclaimed by an act of Parliament as a National holiday.

17.2. HOLIDAY SCHEDULING

If a **General** Holiday occurs during an employee's vacation period, it will be recorded as a **General** Holiday, not a vacation day.

17.2.1. If a **General** Holiday falls on a **planned or scheduled** workday and the employee is not required to work, the employee shall receive their regular pay for the day in recognition of the **General** Holiday. **an additional workday in lieu.**

17.2.2. If the **General** Holiday falls on the employee's scheduled day off or during a vacation period, the **duration of their vacation period will be extended by one (1) additional workday**, or **the employee** shall receive one (1) **workday** off with pay at a mutually agreeable time.

17.2.3. **When the General Holiday falls on a scheduled workday, and the employee is required to work; the employee shall be paid their pay for the day in addition to pay for working the General Holiday calculated at one and one half (1.5x) times their rate of pay.**

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

Application for Non Full Time employees

17.3. **Temporary Part Time employees, Recurring Part Time employees and Casual Employees shall be paid four point six (4.6%) percent of their scheduled working hours in each pay period as compensation for general holiday pay.**

Article 18 JOB POSTINGS

- 18.1.** Whenever a bargaining unit position becomes available, a notification will be provided to all staff and the Shop Steward(s) via email concurrent with posting in other media.
- 18.2.** 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.
- 18.3.** 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 the Parties CKUA reserves the right to repost for a permanent replacement.
- 18.4.** 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. Seniority will be considered when evaluating applicants only in instances where the qualifications are equal.

Article 19 HEALTH, SAFETY AND ENVIRONMENT

- 19.1.** CKUA **shall** adhere to Part II of the Canada Labour code pursuant to its CRTC license. CKUA shall ensure the **health and** safety of employees while at work in **respect of every workplace controlled or authorized by CKUA.**
- 19.2.** **With respect to every work activity carried out by an employee in a workplace not controlled by CKUA, CKUA will ensure the health and safety of employees to the extent CKUA controls the work activity.**
- 19.3.** The Parties recognize all employees shall abide by the requirement to use the protective safety equipment supplied by CKUA. CKUA shall ensure each employee is made aware of and shall abide by these requirements, safety rules, and regulations.
- 19.4.** The Union fully supports the health and safety initiatives and will endeavour to ensure its members follow all safety procedures. From time to time, the Union may make recommendations related to safety matters that will be considered by CKUA.
- 19.5. SAFETY TRAINING**
CKUA 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.

- a) No employee shall be required to perform any job or use any tools or equipment for which they have not received proper instruction
 - b) All tools and equipment provided by the employer and used by employees shall be inspected in accordance with CKUA Safety Policy.
- 19.6.** Where an employee while at work has reasonable cause to believe that:
- a) The use or operation of a tool or equipment constitutes a danger to the employee or another employee; or,
 - b) A condition exists in any place that constitutes a danger to the employee. The employee may refuse to use or operate the tools or equipment or to work in that place.
- 19.7.** An employee may not refuse to use or operate the tool or equipment or to work in a place if:
- a) The refusal puts the life, health or safety of another person directly in danger; or,
 - b) The danger referred to in the above clause is inherent in the employee's work or is a normal employment condition.
- 19.8.** 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.
- 19.9.** Safety representatives shall be allowed access to all work locations.
- 19.10.** 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 CKUA 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.
- 19.11.** The Committee shall meet nine (9) times per calendar year. It will forward minutes of the meetings to CKUA and the Union and make them available to Labour Canada upon request.

Article 20 BENEFITS - HEALTH, PENSION and ILLNESS LEAVE

20.1. HEALTH BENEFITS AND GROUP PLANS

CKUA shall provide the following group plans for all eligible employees **subject to the eligibility and participation requirements of the Plan.**

20.1.1. GROUP BENEFITS PLANS

a) Group Life Insurance

Basic life insurance – two (2x) annual salary to a maximum of \$150,000.00 - rounded to the next highest \$1000.

- b) Accidental Death & Disability Insurance (AD&D)**
Basic insurance coverage two (2x) annual salary to a maximum of \$150,000.00 - rounded to the next highest \$1000.
- c) Short Term Disability Insurance (STDI)**
Income replacement for a period of up to seventeen (17) weeks during a qualifying disability equal to 66.67% of the weekly earning to the established maximum following an elimination period as applicable for accident, hospitalization or sickness/illness.
- d) Long-Term Disability Insurance (LTDI)**
Income replacement during a qualifying disability equal to sixty (60%) of the estimated monthly earnings based on the annualized earning as determined by an agreed work schedule. Following an elimination period of one hundred nineteen (119) days.
- e) Extended Health Care**
A plan which includes a wide range of coverage specific to Health Care, Dental Care and Vision Care.

Specific coverage details, percentages, and values of coverage are included in the Plan documentation to guide decisions and inform on reimbursement.

20.1.2. PARTICIPATION AND ELIGIBILITY

Full Time and Part Time employees who work twenty (20) hours or more per week are required to participate in the plan subject to the following:

- a) Group Life Insurance, Accidental Death and Disability Insurance, Short Term Disability Insurance and Long-Term Disability Insurance coverage is mandatory.**
- b) Each of the Group Benefit Plans have specific details pertaining to the termination or cessation of coverage based on an employee's age or that of a dependent participating in the plan.**
- c) 'No Coverage' or 'Reductions in Coverage' exist in some Group Benefit plans based on age, pre-existing conditions or other stated conditions.**
- d) Extended Health Care Plans**
Coverage through the Extended Health Care Plans is conditional
Should an employee demonstrate they have coverage through another group plan, they may elect to opt out of coverage and may do so in writing at the time of enrollment.

20.1.3. PARTICIPATION AND ELIGIBILITY

In all instances, where the Group Benefit Plans set out above are provided through insurance obtained by CKUA, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the Underwriters of the plan.

- 20.1.4.** Furthermore, during the life of this Agreement coverage for services included or excluded by the plan may be included or excluded as a result of Government Policy beyond the control of the Underwriter or CKUA and CKUA shall be indemnified by such changes beyond their control.
- 20.1.5. COST SHARING**
Benefit premiums are cost-shared between qualified employees and CKUA. The application of the cost sharing shall be determined by the total premium for all coverage divided equally, with each paying fifty percent (50%) of the premium cost. The premiums collected shall be applied to the Plan in the most tax advantageous way to the benefit of the employee.
- 20.1.6.** Eligible Full Time and Part Time employees who **have completed their probationary period and do not qualify for coverage or have reached the age limitations for coverage as identified in** the Group Benefit plan shall be paid a benefit allowance equivalent to five (5%) percent of their hourly rate of pay on each payroll.
- 20.2. ILLNESS LEAVE**
Illness leave is provided by CKUA for an illness, quarantine by a Medical Officer of Health or because of an accident for which compensation is not payable under the *Workers' Compensation Act R.S.A 2000, c W-15 and Regulations*.
- 20.2.1.** CKUA recognizes alcoholism, drug addition and mental illnesses which can respond to therapy and treatment are illnesses. An absence from work due to such therapy shall be considered illness leave.
- 20.2.2.** CKUA agrees to maintain Personal Leave Benefits, Illness Leave Benefits, Short Term Disability and Long-Term Disability plans that provide income for employees in the event they become ill or injured and are unable to work.
- 20.2.3.** An employee shall earn illness leave credit computed from the date following the completion of their probationary period calculated as a percentage of working hours to a maximum credit of one hundred twenty (120) hours.
- 20.2.4.** An employee shall be paid for the period of such illness leave at their hourly rate of pay and the number of hours absent shall be deducted from the employee's accumulated illness leave credits up to the total amount of the employee's accumulated credits at the time the illness leave commenced.
- 20.2.5.** Illness leave absences are considered working hours and illness leave credit shall accumulate during an illness leave absence.
- 20.2.6.** Employees may be required to submit proof satisfactory to CKUA of any illness or non-occupational accident upon request. Employees may also be required to present sufficient evidence they can return to work following an illness or injury. Patterns of excessive use of **illness leave** may be subject to investigation.

- 20.2.7.** 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 benefits shall be used first, as outlined in Article 15. If necessary, employees may also use **illness** leave benefits for this purpose. Employees are required to provide notification in writing as soon as possible **prior to** taking leave.
- 20.2.8.** Unused **illness** leave credits **are not redeemable for cash and** will not be paid out to the employee **while they are employed** or upon employment termination.
- 20.2.9.** At the conclusion of the Short-Term Disability Insurance coverage the employee may be eligible for Long-Term Disability coverage.
- 20.2.10.** CKUA reserves the right the enlist a third-party adjudicator to review a claim for coverage outlined in Article 20.

20.3. REPORTING DURING AN ABSENCE

Employees reporting an absence shall directly advise their supervisor by phone as soon as possible a minimum **of** two (2) hours before starting their shift and thereafter as required. Failing to do so, the employee shall be considered absent without leave. CKUA 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 **their absence**.

- 20.3.1.** An employee who has exhausted their **accrued** illness leave, and becomes ill again, shall be deemed to be on Leave of Absence Without Pay or benefits unless they elect to use their vacation credits or banked overtime to cover the days not worked.
- 20.3.2.** The employee shall keep CKUA advised as to when they expect to return to work and shall provide CKUA with sufficient notice to effect shift changes without penalty

20.4. RETURN TO WORK – MODIFIED DUTIES

The Parties agree CKUA shall endeavour to provide alternate or modified work arrangements for sick, ill, injured, or disabled employees who are unable to continue fulfilling their work assignment and schedule for the duration of the planned Return to Work – Modified Duties Program.

- 20.4.1. An employee who has been on Worker’s Compensation, Short Term Disability Insurance or Long-Term Disability Insurance and who is certified by either the Workers’ Compensation Board or the Plan Administrator to be fit to return to work and who is:**
- a) Capable of performing the duties of their former position, shall provide CKUA with two (2) weeks written notice of their readiness to return to work. CKUA shall then reinstate the employee to the same position held immediately prior to the disability with benefits that accrued to the employee prior to disability.**

- b) **Incapable of performing the duties of their former position but is capable of performing the duties of another position shall provide CKUA with one (1) calendar month's written notice of their readiness to return to work. CKUA shall then reinstate the employee to an existing vacant position for which the employee is capable of performing the work entailed, with benefits accrued to the employee prior to the disability or**
- c) **Incapable of performing the duties of their former position may be eligible for benefits under the Short-Term Disability Insurance or Long-Term Disability Insurance plan.**

20.4.2. The reinstatement of an employee in accordance with this Article shall not be a violation of the Job Posting or Scheduling Provisions and the Parties agree they shall waive agreed upon provisions of this Agreement which might inhibit the successful return to work or CKUA operations.

20.4.3. The duration and conditions of the Return to Work – Modified Duties program shall be reviewed on a regular basis but not less than every six (6) calendar weeks or when the Workers' Compensation Board or Plan Administrator change the conditions of the employee's Return to Work-Modified Work program.

20.4.4. There shall be no reduction in the employee's pre illness leave hourly rate for the duration of the Modified Duties program, and no employee shall be subject to lay-off because of this Return to Work – Modified Duties program.

20.5. SUBROGATION

The employer may recover (subrogate) money paid to an employee under the terms of Article 20 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.

20.6. REGISTERED PENSION PLAN

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

20.6.1. CKUA shall contribute three percent (3%) of an employee's earnings exclusive of overtime, allowances, premiums earned into the Defined Contribution Pension Plan. Employees may contribute a matching three percent (3%) or more if they wish; however, CKUA contribution will be a maximum of three percent (3%).

Application for Non Full Time employees

a) Part Time Employees

For a Part Time Employee, the accrual of Illness Leave is based on the part time equivalency of a full-time employee.

b) Temporary Full Time, Employees

Are not eligible to participate in the

- i. **Group Benefit Plans and shall be paid a benefit allowance equivalent to five (5%) percent of their hourly rate of pay on each payroll.**
 - ii. **Registered Pension Plan.**
 - iii. **Illness Leave plan shall begin following twelve (12) months of continuous employment in their Temporary position.**
- c) **Temporary Part Time or Recurring Part Time Employees**
Are not eligible to participate in the
- i. **Group Benefit Plans and shall be paid a benefit allowance equivalent to five (5%) percent of their hourly rate of pay on each payroll.**
 - ii. **Registered Pension Plan.**
 - iii. **Illness Leave plan**
- d) **Casual Employees**
 Are not eligible to participate in any of the Group Benefit Plans, the Registered Pension Plan, Illness Leave Plan and do not receive any compensation as stated in Article 19.

Article 21 POSITION CLASSIFICATIONS AND PAY SCALES

21.1. POSITION CLASSIFICATIONS

CKUA will normally assign employees work related to their position classification. However, it is understood all employees **are** required to perform other duties. CKUA agrees to provide the Union with position descriptions for new or altered Bargaining Unit positions at least twenty (20) calendar days before posting for the position.

Notification of such a change will include;

- a) **The designated Job Class and Point Band**
- b) **The salary level/range for the Position.**
- c) **The Pay Equity Committee's job evaluation and decision.**

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

21.2. JOB EVALUATION

Once a Job Evaluation is completed, and the Job Evaluation is not in dispute the Job Evaluation cannot be appealed or reclassification sought for a minimum of twelve (12) calendar months.

- 21.2.1. **Should the Job Evaluation decision be disputed by the Union or CKUA, such a dispute will be referred to the Joint Labour Management Committee for further consideration.**

21.2.2. Following the Joint Labour Management Committee meeting, CKUA or IBEW may appeal to the Pay Equity Committee seeking a re-evaluation of the position. Any appeal must be accompanied by the reasoning for such an appeal and supported by documentation or information which gives rise to the appeal.

If the dispute is not resolved within fifteen (15) calendar days following the re-evaluation then the matter will be referred to arbitration under **Article 10.**

21.2.3. Positions which fall within the Scope of the Union whether newly created, reclassified, or amended position descriptions and the applicable salary grade shall become part of this agreement thirty (30) calendar days after the Union is notified of the change.

21.3. JOB CLASSES AND JOB SERIES
Each Job Class shall be assigned to a Job Series.

A Job Series shall have a progression of salary ranges to reflect the Point Bands found within the Job Series.

An employee shall progress from the minimum salary range to the maximum of a salary range.

21.4. JOB SERIES AND SALARY RANGES
Job Series including Salary Ranges with Steps, are set out in Appendix 1 and form part of this Collective Agreement.

Salary Ranges are subject to negotiated increases as may occur from time to time during the Term of this Agreement and a Memorandum of Settlement between the Parties.

21.5. PAY INCREMENTS
Progression from one step in a salary range to the next step, shall occur once the employee has completed two thousand and eighty (2080) scheduled hours of active employment.

A pay increment shall become effective on the next pay period following the completion of the increment period as set out in Article 21.5.

An employee shall stop accumulating hours counting toward the pay increment period if they are on leave of absence without pay for more than thirty (30) consecutive calendar days. When an employee has been on leave of absence without pay for longer than sixty (60) calendar days and returns to work, the accumulation of time for the completion of the pay increment period shall resume at the point where they left off following the thirtieth (30th) day of the leave of absence without pay.

21.6. ACCELERATED PROGRESSION

When CKUA has determined an employee consistently achieves the expectations for their position, CKUA may upon completion of a performance review and in their sole discretion, advance the employee's salary range progression by one (1) full step prior to the completion of two thousand eighty (2080) working hours. In such an instance, the employee's working hours shall be reset and they shall be eligible for a further increase in accordance with Pay Increments Article 21.5 above.

21.7. PROMOTIONS

When an employee is promoted to a position in a higher Point Band within the same Job Series or to a position in a Job Series with a higher Point Band, their salary will be increased to the minimum rate of the new Point Band or to the next step in the Point Band higher than their current hourly rate of pay.

21.8. LATERAL TRANSFERS

When an employee transfers laterally within the Job Series, they remain at their current pay rate.

21.9. RECLASSIFICATION

When CKUA reclassifies an established position, the employee's annual salary shall be increased to the step in the salary range of the new classification which is higher than their current hourly rate prior to reclassification. The in range step placement in the new salary range shall be a minimum three (3%) percent higher than their former annual salary. If the increase is less than three (3%) percent higher, the employee's new salary shall be at the next higher step in the new salary range.

21.10. DEVELOPMENTAL ASSIGNMENTS

Any assignment that involves working in a **Position Classification or Job Series Class with a higher Point Band** for a period not **exceeding twenty (20) shifts in twelve (12) consecutive months** will be considered a developmental assignment. No adjustment will be made to pay.

21.10.1. Assignments for longer **than the twenty (20) shifts in twelve (12) consecutive months**, constitutes a temporary assignment to the higher **Job Class with a higher Point Band**. **Their hourly rate will be set at not less than one (1) full step above their current hourly rate in the lower point band.**

21.11. UNPAID ON-AIR DEVELOPMENT

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

21.12. PAY EQUITY

In order to ensure that pay equity concerns with respect to all forms of pay, including wages and additional remuneration paid to employees doing the

same or similar types of work are addressed, the Parties agree to maintain a standing Joint Pay Equity Committee.

While the Union and its members reserve the right to refer pay equity issues to the Pay Equity Commissioner or Canadian Human Rights Commission, the Parties agree a sincere effort will be made internally to identify and address these issues.

The Committee will meet at least four (4) times per year. The Committee will select co-chairs and CKUA will ensure that the minutes of all meetings are kept.

CKUA will resource the Committee with all relevant information for the Committee to complete its work.

Article 22 CONFLICT OF INTEREST AND CONFIDENTIALITY

22.1. CONFLICT OF INTEREST

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.

22.1.1. CKUA will take all reasonable measures to protect the integrity of **their brand and public image** while preserving **an** individual staff members' rights to participate in the community **in their personal or professional capacity**. Employees should take precautions to prevent conflicts of interest while working for CKUA.

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

22.2. CONFIDENTIALITY

CKUA employees may from time to time come into possession of confidential information or intellectual property and are expected not to reveal such information to any other person or organization **without the written permission of CKUA**.

22.2.1. Conflict of interest and confidentiality shall be defined in the CKUA Policy. CKUA will notify **IBEW** when this policy is changed or updated.

22.2.2. 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 Policy.

Article 24 CKUA 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, promotional events, and other events, and there is a promotional advantage to CKUA by such an appearance, once approved by CKUA, the employee will be paid for reasonable expenses, travel, lodging, and meals pursuant to CKUA Policy.

24.2. CKUA and the Union recognize CKUA employees may be attending festivals and events on their own time where CKUA is also present and unless authorized by CKUA no claim for expenses or pay shall be accepted.

24.2.1. Where an organizer asks the employee to act on behalf of CKUA, the employee must disclose this shared interest **to CKUA**. With approval from CKUA, they may be compensated **by the organizer** at an amount proportional to their time working the event while representing CKUA.

24.3. APPEARANCES ON BEHALF OF CKUA

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

24.3.1. Appearances by any employee on behalf of CKUA are a part of their duties. Should the time associated with making appearances exceed the employee's work schedule, it will be counted as overtime and paid at the applicable overtime rate. Article 9.

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

Article 25 LEARNING AND DEVELOPMENT

25.1. Employees and CKUA **use** 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 following the training the employee is 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 CKUA.

Wherever possible, 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 regarding 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 13.
- a) The Performance review shall not be used as a step in the disciplinary process.**
 - b) IBEW and CKUA agree the responsible manager will evaluate an employee's work performance with respect to meeting established expectations. Data for the review 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 (2X) in a fiscal year (one check-in and one formal review). Documents will be signed by the employee and supervisor and retained in the official employee file.**
 - c) The signature of the Supervisor and the Employee confirm the date of the discussion, and acknowledgement of the feedback and associated commentary.**
 - d) The Employee may provide a written rebuttal to comments included in the performance review within two (2) calendar weeks of the review with their supervisor.**
- 26.2. PROBATIONARY AND TRIAL TERM REVIEWS**
Job expectations will be reviewed with **a probationary employee or an employee on a trial term** within the first thirty (30) calendar days after their hire. Feedback sessions will be conducted during the probationary period **and trial term** with formal work performance reviews documented and placed in the official employee file.
- 26.3.** When leaving their employment with CKUA, employees have the option to request an exit interview with their Supervisor, HR designate, 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.
- 27.2.** CKUA reserves the right to expect that employees will attend on-site meetings or staff events.
- 27.3.** 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.
- 27.3.1.** All employees shall adhere to the CKUA IT Security and Use of IT Assets Policy.
- 27.4.** CKUA has the right to assign employees to work in locations as required.

27.5. REMOTE OR HYBRID AGREEMENT

CKUA and the employee may enter into an agreement to work remotely or on a hybrid schedule within the framework of a Standard, Weekly or Events Schedule. Which may include mandatory days worked at CKUA premises with their colleagues.

- 27.5.1.** Any discussion regarding the possibility of a Remote or Hybrid Agreement is based on the nature of the job duties, the employee's readiness to work independently and other factors consistent with the approval mechanism set out in CKUA Policy. Regardless, a determination to enter into a Remote or Hybrid Agreement is at Management's discretion in a consistent, fair, and transparent way to prioritize employee engagement.
- 27.5.2.** Should an Agreement be reached in principle, a copy shall be provided to the Union for their agreement., employees shall be required to attend to mandatory onsite or location specific meetings as directly by CKUA at their expense and no overtime or other considerations shall apply. Article 25
- 27.5.3.** A review of such agreements shall occur not less than once (1) per twelve (12) months or as otherwise indicated in the agreement.

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.
- 28.7.** 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**
 - a) To clarify negotiated intent of items within the collective agreement. To share information on current issues and changing work needs.
 - b) To discuss operational issues related to employee morale, productivity, improvements, problem-solving, and other matters.
 - c) To clarify safety issues and procedures and review issues brought forward by the Health & Safety Committee.
 - d) To discuss any other bargaining issues agreed to by the Committee that does not interfere with the collective bargaining process.
 - e) Labour Relations education. The parties agree time will be given for labour relations education at the request of either party.
- 28.9.** The Parties acknowledge through the term of the Agreement the titles of positions may change and additional positions CKUA identifies as managerial may be created and the rationale for excluding such a position shall be provided to the Union for discussion at the next Labour Management Committee meeting.
- 28.10.** During the term of this Agreement, agreed upon changes to Position Titles are maintained by the Labour Management Committee for inclusion in the next amendment to the Orders submitted to the CIRB.

IN WITNESS WHEREOF the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers and negotiating committee members this 8th day of February 2025:

on behalf of CKUA



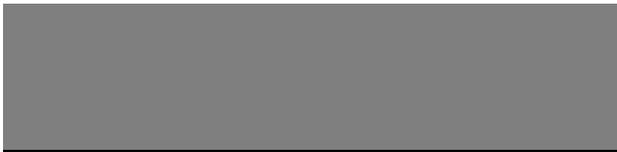
Marc Carnes
CEO



Adam Mitchell
Chief Operating Officer
Chief Spokesperson



Mary Phillips- Rickey
Finance and Administration Director



Gil Briscoe
Consultant

on behalf of IBEW Local 2228



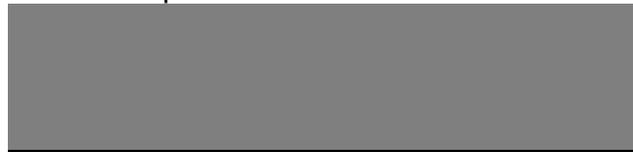
Paul Cameron
Business Manger LU 2228



Glen Kautz
Western Canada Business
Representative
Chief Spokesperson



Mark Rodgers
Chief Shop Steward



Mike Semeniuk
Consultant

APPENDIX 1 JOB SERIES AND SALARY RANGES

| Job Series | Job Classes | Positions | Page |
|-----------------|---|---|------|
| Series 1 | Content Curation & Programming Technical Production | Announcer Producer Associate Producer Technical Producer Produce Production Services Supervisor Senior Producer | 55 |
| Series 2 | Marketing Communications | Community Relations Coordinator, Communications Community Relations Coordinator, Marketing Community Relations Supervisor, Communications | 56 |
| Series 3 | Events Management Project Management | Event Agent Community Relations Coordinator, Events & Volunteers Projects Officer | 57 |
| Series 4 | IT Data Admin | Junior Developer IT Systems Administrator Database Administrator | 58 |
| Series 5 | Broadcast Technology | Engineering/Broadcast Technician | 59 |
| Series 6 | Administrative Support Finance & Administration Library Services Broadcast Traffic Coordination | Community Relations Assistant, Donor Relations Accountant Production Assistant, Music Library Traffic Coordinator | 60 |
| Series 7 | Fund Development Sales & Partnerships | Community Relations Coordinator, Development Fund Development Coordinator - Stewardship | 61 |

Job Series 1

Job Series 1 includes the following Job Classes and Positions:

| Job Classes | Point Bands | Positions |
|--|-------------|--|
| Content Curation & Programming Technical Production | PB1 | |
| | PB2 | Announcer Producer Associate Producer Technical Producer |
| | PB3 | Producer |
| | PB4 | Production Services Supervisor - Interim Senior Producer |

Rates in Effect September 1, 2023 to August 31, 2025

| Point Band | Step 1 | Step 1.5 | Step 2 | Step 2.5 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | Zone 1 | | | | Zone 2 | | | | | | Zone 3 | |
| PB1 | \$43,000.00 | \$43,537.50 | \$44,075.00 | \$44,612.50 | \$45,150.00 | \$46,378.57 | \$47,607.14 | \$48,835.71 | \$50,064.29 | \$51,292.86 | \$52,521.43 | \$53,750.00 |
| | \$20.67 | \$20.93 | \$21.19 | \$21.45 | \$21.71 | \$22.30 | \$22.89 | \$23.48 | \$24.07 | \$24.66 | \$25.25 | \$25.84 |
| PB2 | \$46,279.20 | \$46,910.28 | \$47,541.36 | \$48,172.44 | \$48,803.52 | \$50,245.99 | \$51,688.46 | \$53,130.93 | \$54,573.39 | \$56,015.86 | \$57,458.33 | \$58,900.80 |
| | \$22.25 | \$22.55 | \$22.86 | \$23.16 | \$23.46 | \$24.16 | \$24.85 | \$25.54 | \$26.24 | \$26.93 | \$27.62 | \$28.32 |
| PB3 | \$58,614.34 | \$59,413.62 | \$60,212.91 | \$61,012.20 | \$61,811.48 | \$63,638.42 | \$65,465.36 | \$67,292.30 | \$69,119.24 | \$70,946.18 | \$72,773.12 | \$74,600.06 |
| | \$28.18 | \$28.56 | \$28.95 | \$29.33 | \$29.72 | \$30.60 | \$31.47 | \$32.35 | \$33.23 | \$34.11 | \$34.99 | \$35.87 |
| PB4 | \$65,340.00 | \$66,231.00 | \$67,122.00 | \$68,013.00 | \$68,904.00 | \$70,940.57 | \$72,977.14 | \$75,013.71 | \$77,050.29 | \$79,086.86 | \$81,123.43 | \$83,160.00 |
| | \$31.41 | \$31.84 | \$32.27 | \$32.70 | \$33.13 | \$34.11 | \$35.09 | \$36.06 | \$37.04 | \$38.02 | \$39.00 | \$39.98 |

Job Series 2

Job Series 2 includes the following Job Classes and Positions:

| Job Classes | Point Bands | Positions |
|-----------------------------|-------------|--|
| Marketing Communications | PB1 | |
| | PB2 | Community Relations Coordinator, Communications Community Relations Coordinator, Marketing Communication Coordinator, Copywriter |
| | PB3 | Community Relations Supervisor, Communications |
| | PB4 | |

Rates in Effect September 1, 2023 to August 31, 2025

| Point Band | Step 1 | Step 1.5 | Step 2 | Step 2.5 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | Zone 1 | | | | Zone 2 | | | | | | Zone 3 | |
| PB1 | \$46,280.00 | \$46,858.50 | \$47,437.00 | \$48,015.50 | \$48,594.00 | \$49,916.29 | \$51,238.57 | \$52,560.86 | \$53,883.14 | \$55,205.43 | \$56,527.71 | \$57,850.00 |
| | \$22.25 | \$22.53 | \$22.81 | \$23.08 | \$23.36 | \$24.00 | \$24.63 | \$25.27 | \$25.91 | \$26.54 | \$27.18 | \$27.81 |
| PB2 | \$53,680.00 | \$54,412.00 | \$55,144.00 | \$55,876.00 | \$56,608.00 | \$58,281.14 | \$59,954.29 | \$61,627.43 | \$63,300.57 | \$64,973.71 | \$66,646.86 | \$68,320.00 |
| | \$25.81 | \$26.16 | \$26.51 | \$26.86 | \$27.22 | \$28.02 | \$28.82 | \$29.63 | \$30.43 | \$31.24 | \$32.04 | \$32.85 |
| PB3 | \$61,732.00 | \$62,573.80 | \$63,415.60 | \$64,257.40 | \$65,099.20 | \$67,023.31 | \$68,947.43 | \$70,871.54 | \$72,795.66 | \$74,719.77 | \$76,643.89 | \$78,568.00 |
| | \$29.68 | \$30.08 | \$30.49 | \$30.89 | \$31.30 | \$32.22 | \$33.15 | \$34.07 | \$35.00 | \$35.92 | \$36.85 | \$37.77 |
| PB4 | \$70,991.80 | \$71,959.87 | \$72,927.94 | \$73,896.01 | \$74,864.08 | \$77,076.81 | \$79,289.54 | \$81,502.27 | \$83,715.01 | \$85,927.74 | \$88,140.47 | \$90,353.20 |
| | \$34.13 | \$34.60 | \$35.06 | \$35.53 | \$35.99 | \$37.06 | \$38.12 | \$39.18 | \$40.25 | \$41.31 | \$42.38 | \$43.44 |

Job Series 3

Job Series 3 includes the following Job Classes and Positions:

| Job Classes | Point Bands | Positions |
|--------------------|-------------|--|
| Events Management | PB1 | Event Agent |
| Project Management | PB2 | |
| | PB3 | Community Relations Coordinator, Events & Volunteers |
| | PB4 | Projects Officer |

Rates in Effect September 1, 2023 to August 31, 2025

| Point Band | Step 1 | Step 1.5 | Step 2 | Step 2.5 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | Zone 1 | | | | Zone 2 | | | | | | Zone 3 | |
| PB1 | \$43,000.00 | \$43,537.50 | \$44,075.00 | \$44,612.50 | \$45,150.00 | \$46,378.57 | \$47,607.14 | \$48,835.71 | \$50,064.29 | \$51,292.86 | \$52,521.43 | \$53,750.00 |
| | \$20.67 | \$20.93 | \$21.19 | \$21.45 | \$21.71 | \$22.30 | \$22.89 | \$23.48 | \$24.07 | \$24.66 | \$25.25 | \$25.84 |
| PB2 | \$46,279.20 | \$46,910.28 | \$47,541.36 | \$48,172.44 | \$48,803.52 | \$50,245.99 | \$51,688.46 | \$53,130.93 | \$54,573.39 | \$56,015.86 | \$57,458.33 | \$58,900.80 |
| | \$22.25 | \$22.55 | \$22.86 | \$23.16 | \$23.46 | \$24.16 | \$24.85 | \$25.54 | \$26.24 | \$26.93 | \$27.62 | \$28.32 |
| PB3 | \$52,800.00 | \$53,520.00 | \$54,240.00 | \$54,960.00 | \$55,680.00 | \$57,325.71 | \$58,971.43 | \$60,617.14 | \$62,262.86 | \$63,908.57 | \$65,554.29 | \$67,200.00 |
| | \$25.38 | \$25.73 | \$26.08 | \$26.42 | \$26.77 | \$27.56 | \$28.35 | \$29.14 | \$29.93 | \$30.73 | \$31.52 | \$32.31 |
| PB4 | \$62,383.62 | \$63,234.31 | \$64,084.99 | \$64,935.68 | \$65,786.36 | \$67,730.79 | \$69,675.21 | \$71,619.64 | \$73,564.06 | \$75,508.49 | \$77,452.91 | \$79,397.34 |
| | \$29.99 | \$30.40 | \$30.81 | \$31.22 | \$31.63 | \$32.56 | \$33.50 | \$34.43 | \$35.37 | \$36.30 | \$37.24 | \$38.17 |

Job Series 4

Job Series 4 includes the following Job Classes and Positions:

| Job Classes | Point Bands | Positions |
|------------------|-------------|--|
| IT Data Admin | PB1 | |
| | PB2 | Junior Developer |
| | PB3 | IT Systems Administrator Database Administrator |
| | PB4 | |

Rates in Effect September 1, 2023 to August 31, 2025

| Point Band | Step 1 | Step 1.5 | Step 2 | Step 2.5 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|
| | Zone 1 | | | | Zone 2 | | | | | | Zone 3 | |
| PB1 | \$52,800.00 | \$53,520.00 | \$54,240.00 | \$54,960.00 | \$55,680.00 | \$57,325.71 | \$58,971.43 | \$60,617.14 | \$62,262.86 | \$63,908.57 | \$65,554.29 | \$67,200.00 |
| | \$25.38 | \$25.73 | \$26.08 | \$26.42 | \$26.77 | \$27.56 | \$28.35 | \$29.14 | \$29.93 | \$30.73 | \$31.52 | \$32.31 |
| PB2 | \$60,720.00 | \$61,548.00 | \$62,376.00 | \$63,204.00 | \$64,032.00 | \$65,924.57 | \$67,817.14 | \$69,709.71 | \$71,602.29 | \$73,494.86 | \$75,387.43 | \$77,280.00 |
| | \$29.19 | \$29.59 | \$29.99 | \$30.39 | \$30.78 | \$31.69 | \$32.60 | \$33.51 | \$34.42 | \$35.33 | \$36.24 | \$37.15 |
| PB3 | \$72,600.00 | \$73,590.00 | \$74,580.00 | \$75,570.00 | \$76,560.00 | \$78,822.86 | \$81,085.71 | \$83,348.57 | \$85,611.43 | \$87,874.29 | \$90,137.14 | \$92,400.00 |
| | \$34.90 | \$35.38 | \$35.86 | \$36.33 | \$36.81 | \$37.90 | \$38.98 | \$40.07 | \$41.16 | \$42.25 | \$43.34 | \$44.42 |
| PB4 | \$85,360.00 | \$86,524.00 | \$87,688.00 | \$88,852.00 | \$90,016.00 | \$92,676.57 | \$95,337.14 | \$97,997.71 | \$100,658.29 | \$103,318.86 | \$105,979.43 | \$108,640.00 |
| | \$41.04 | \$41.60 | \$42.16 | \$42.72 | \$43.28 | \$44.56 | \$45.84 | \$47.11 | \$48.39 | \$49.67 | \$50.95 | \$52.23 |

Job Series 5

Job Series 5 includes the following Job Classes and Positions:

| Job Classes | Point Bands | Positions |
|----------------------|-------------|----------------------------------|
| Broadcast Technology | PB1 | |
| | PB2 | |
| | PB3 | |
| | PB4 | Engineering/Broadcast Technician |

Rates in Effect September 1, 2023 to August 31, 2025

| Point Band | Step 1 | Step 1.5 | Step 2 | Step 2.5 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | Zone 1 | | | | Zone 2 | | | | | | Zone 3 | |
| PB1 | \$43,000.00 | \$43,537.50 | \$44,075.00 | \$44,612.50 | \$45,150.00 | \$46,378.57 | \$47,607.14 | \$48,835.71 | \$50,064.29 | \$51,292.86 | \$52,521.43 | \$53,750.00 |
| | \$20.67 | \$20.93 | \$21.19 | \$21.45 | \$21.71 | \$22.30 | \$22.89 | \$23.48 | \$24.07 | \$24.66 | \$25.25 | \$25.84 |
| PB2 | \$46,279.20 | \$46,910.28 | \$47,541.36 | \$48,172.44 | \$48,803.52 | \$50,245.99 | \$51,688.46 | \$53,130.93 | \$54,573.39 | \$56,015.86 | \$57,458.33 | \$58,900.80 |
| | \$22.25 | \$22.55 | \$22.86 | \$23.16 | \$23.46 | \$24.16 | \$24.85 | \$25.54 | \$26.24 | \$26.93 | \$27.62 | \$28.32 |
| PB3 | \$58,614.34 | \$59,413.62 | \$60,212.91 | \$61,012.20 | \$61,811.48 | \$63,638.42 | \$65,465.36 | \$67,292.30 | \$69,119.24 | \$70,946.18 | \$72,773.12 | \$74,600.06 |
| | \$28.18 | \$28.56 | \$28.95 | \$29.33 | \$29.72 | \$30.60 | \$31.47 | \$32.35 | \$33.23 | \$34.11 | \$34.99 | \$35.87 |
| PB4 | \$65,340.00 | \$66,231.00 | \$67,122.00 | \$68,013.00 | \$68,904.00 | \$70,940.57 | \$72,977.14 | \$75,013.71 | \$77,050.29 | \$79,086.86 | \$81,123.43 | \$83,160.00 |
| | \$31.41 | \$31.84 | \$32.27 | \$32.70 | \$33.13 | \$34.11 | \$35.09 | \$36.06 | \$37.04 | \$38.02 | \$39.00 | \$39.98 |

Job Series 6

Job Series 6 includes the following Job Classes and Positions:

| Job Classes | Point Bands | Positions |
|--------------------------------|-------------|--|
| Administrative Support | PB1 | Community Relations Assistant, Donor Relations |
| Finance & Administration | PB2 | Accountant |
| Library Services | | Production Assistant, Music Library |
| Broadcast Traffic Coordination | | Traffic Coordinator |
| | PB3 | |
| | PB4 | |

Rates in Effect September 1, 2023 to August 31, 2025

| Point Band | Step 1 | Step 1.5 | Step 2 | Step 2.5 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | Zone 1 | | | | Zone 2 | | | | | | Zone 3 | |
| PB1 | \$46,279.20 | \$46,910.28 | \$47,541.36 | \$48,172.44 | \$48,803.52 | \$50,245.99 | \$51,688.46 | \$53,130.93 | \$54,573.39 | \$56,015.86 | \$57,458.33 | \$58,900.80 |
| | \$22.25 | \$22.55 | \$22.86 | \$23.16 | \$23.46 | \$24.16 | \$24.85 | \$25.54 | \$26.24 | \$26.93 | \$27.62 | \$28.32 |
| PB2 | \$52,439.31 | \$53,154.39 | \$53,869.48 | \$54,584.56 | \$55,299.64 | \$56,934.11 | \$58,568.58 | \$60,203.06 | \$61,837.53 | \$63,472.00 | \$65,106.47 | \$66,740.94 |
| | \$25.21 | \$25.55 | \$25.90 | \$26.24 | \$26.59 | \$27.37 | \$28.16 | \$28.94 | \$29.73 | \$30.52 | \$31.30 | \$32.09 |
| PB3 | \$60,829.60 | \$61,659.10 | \$62,488.59 | \$63,318.09 | \$64,147.58 | \$66,043.57 | \$67,939.56 | \$69,835.54 | \$71,731.53 | \$73,627.52 | \$75,523.51 | \$77,419.49 |
| | \$29.25 | \$29.64 | \$30.04 | \$30.44 | \$30.84 | \$31.75 | \$32.66 | \$33.57 | \$34.49 | \$35.40 | \$36.31 | \$37.22 |
| PB4 | \$70,562.34 | \$71,524.55 | \$72,486.77 | \$73,448.98 | \$74,411.19 | \$76,610.54 | \$78,809.89 | \$81,009.23 | \$83,208.58 | \$85,407.92 | \$87,607.27 | \$89,806.61 |
| | \$33.92 | \$34.39 | \$34.85 | \$35.31 | \$35.77 | \$36.83 | \$37.89 | \$38.95 | \$40.00 | \$41.06 | \$42.12 | \$43.18 |

Job Series 7

Job Series 7 includes the following Job Classes and Positions:

| Job Classes | Point Bands | Positions |
|--|-------------|---|
| Fund Development Sales & Partnerships | PB1 | |
| | PB2 | Community Relations Coordinator, Development Fund Development Coordinator, Stewardship |
| | PB3 | |
| | PB4 | |

Rates in Effect September 1, 2023 to August 31, 2025

| Point Band | Step 1 | Step 1.5 | Step 2 | Step 2.5 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|
| | Zone 1 | | | | Zone 2 | | | | | | Zone 3 | |
| PB1 | \$46,279.20 | \$46,910.28 | \$47,541.36 | \$48,172.44 | \$48,803.52 | \$50,245.99 | \$51,688.46 | \$53,130.93 | \$54,573.39 | \$56,015.86 | \$57,458.33 | \$58,900.80 |
| | \$22.25 | \$22.55 | \$22.86 | \$23.16 | \$23.46 | \$24.16 | \$24.85 | \$25.54 | \$26.24 | \$26.93 | \$27.62 | \$28.32 |
| PB2 | \$52,800.00 | \$53,520.00 | \$54,240.00 | \$54,960.00 | \$55,680.00 | \$57,325.71 | \$58,971.43 | \$60,617.14 | \$62,262.86 | \$63,908.57 | \$65,554.29 | \$67,200.00 |
| | \$25.38 | \$25.73 | \$26.08 | \$26.42 | \$26.77 | \$27.56 | \$28.35 | \$29.14 | \$29.93 | \$30.73 | \$31.52 | \$32.31 |
| PB3 | \$66,000.00 | \$66,900.00 | \$67,800.00 | \$68,700.00 | \$69,600.00 | \$71,657.14 | \$73,714.29 | \$75,771.43 | \$77,828.57 | \$79,885.71 | \$81,942.86 | \$84,000.00 |
| | \$31.73 | \$32.16 | \$32.60 | \$33.03 | \$33.46 | \$34.45 | \$35.44 | \$36.43 | \$37.42 | \$38.41 | \$39.40 | \$40.38 |
| PB4 | \$80,960.00 | \$82,064.00 | \$83,168.00 | \$84,272.00 | \$85,376.00 | \$87,899.43 | \$90,422.86 | \$92,946.29 | \$95,469.71 | \$97,993.14 | \$100,516.57 | \$103,040.00 |
| | \$38.92 | \$39.45 | \$39.98 | \$40.52 | \$41.05 | \$42.26 | \$43.47 | \$44.69 | \$45.90 | \$47.11 | \$48.33 | \$49.54 |

APPENDIX 2 LOU – Salary Administration and Progression

The Parties agree the implementation of salary progression by step may be accelerated if the employee demonstrates a level of consistent work performance which exceeds the established expectations and standards for their position.

Further should an employee demonstrate competency which, at the discretion of CKUA is beyond what might have been expected of someone with their known experience, CKUA may elect to advance that employee to the next higher step in the salary range.

In Zone 1

- An employee can expect to move between steps at one thousand forty (1040) hours if they demonstrate work performance consistent with the expectations of their position.
- An employee may advance to the next step in the salary range prior to the completion of or one thousand forty (1040) hours if they demonstrate proficiency and overall performance which exceeds the expectations of the position at that time.
- If such advancement occurs prior to the completion of the one thousand forty (1040) hours at the new step their working hours shall be reset, and they shall be eligible to progress upon the completion of one thousand forty (1040) hours.

In Zone 2 and 3

- An employee can expect to move from one step to the next in the salary range upon the completion of two thousand eighty (2080) working hours.
- if they demonstrate work performance consistent with the expectations of their position.
- An employee may advance to the next step in the salary range prior to or upon the completion of two thousand eighty (2080) working hours. if they demonstrate proficiency and overall performance which exceeds the expectations of the position at that time.
- If such advancement occurs prior to the completion of two thousand eighty (2080) working hours at the new step their working hours shall be reset, and they shall be eligible to progress upon the completion of two thousand eighty (2080) working hours.

The Parties agree to the introduction of the changes to Article 21 Pay Scales and Classifications may require further discussion prior to the opening of the Wage Reopener and the Labour Management Committee will serve as the forum for such discussions.

The Parties agree, the Letters of Understanding form part of the Collective Agreement.

APPENDIX 3 LOU – Performance Reviews

The Parties agree the Performance Review process does not follow the anniversary of the employee's date of hire.

Performance reviews are to be conducted twice (2x) each fiscal year and provide meaningful feedback and conversation to assist in the employee's development and their contributions to CKUA.

During the Probationary Period and Trial Term the performance expectations, duties and work responsibilities of a position must be discussed with an employee and a performance review completed not less than two (2) calendar weeks prior to the end of the Probationary Period or Trial Term. In the event a performance review is not completed prior to the end of either the Probationary Period or Trial Term the employee's appointment to the position shall be confirmed.

Should a Performance Review not be completed as follows:

In **Zone 1** one thousand forty (1040) hours between receiving a step increase, or;

In **Zone 2 and 3**, the two thousand eighty (2080) hours between receiving a step increase a step increase shall not be delayed and shall be processed in the pay period following the completion of the hours as stated above.

If issues or concerns are identified during the Performance Review, they shall be addressed through a structured process in accordance with Article 26 to support the employee's ability to meet the expectations and standards set for the position.

The Parties agree to the introduction of the changes to Article 21 Pay Scales and Classifications may require further discussion prior to the opening of the Wage Reopener and the Labour Management Committee will serve as the forum for such discussions

The Parties agree, the Letters of Understanding form part of the Collective Agreement.

APPENDIX 4 LOU – Labour Management Committee

The Parties agree the extent of the reworking of the Collective Agreement and the introduction of new and amended Articles is not something that can fully be resolved at the table. For this reason, the Parties are fully committed to addressing specific and emerging issues as they present themselves during the Term of this Agreement and believe the role of the Labour Management Committee is the proper forum for these discussions to occur.

In particular, the Parties intend to address

The linkage and processes between the independent Pay Equity Process and how the findings and results of job evaluation, salary structure, can be aligned with the Collective Agreement so not to adversely impact the respective roles of the Parties in negotiating the terms and conditions of employment including compensation.

The evolution of Article 8 Hours of Work and Scheduling Provisions. The dynamics of CKUA business warrants a review of proposed Scheduling Provisions to ensure there is clarity between the Parties as new work schedules are envisioned, developed, and presented for agreement. Not every condition can be considered in advance and the Labour Management Committee shall be utilized to achieve a working understanding of the nuances and considerations which apply as schedules are considered/developed. Further there is mutual benefit in clarifying the scheduling conditions for both members and management, so they are informed when entering into discussions regarding scheduling.

Article 18 Work Locations has been amended to include the provisions regarding Remote and Hybrid work locations. The parameters, policy and practices as they are developed should be discussed at the Labour Management Committee so all involved are informed and able to convey the rationale for decisions to both members and management consistently.

The Terms of Reference of the Labour Management Committee require review and the Parties acknowledge, there exists good reason to provide further clarity to the scope and responsibilities of this Committee so they may enhance the working relationship without intervening in the Collective Bargaining process or going beyond their mandate when discussing issues which may form the basis of a grievance in Article 10.

The Parties agree, the Letters of Understanding form part of the Collective Agreement.

APPENDIX 5 LOU – Hours of Work and Scheduling Provisions

The evolution of Article 8 Hours of Work and Scheduling Provisions. The dynamics of CKUA business warrants a review of proposed Scheduling Provisions to ensure there is clarity between the Parties as new schedules are envisioned, developed, and presented for agreement.

Not every condition can be considered in advance and the Labour Management Committee shall be utilized to achieve the working understanding as matters present themselves.

Further there is mutual benefit in clarification of the scheduling conditions for both members and management, so they are informed when entering discussions regarding scheduling.

As work Schedules are developed, they may be discussed at the Labour Management Committee prior to seeking approval.

The Parties agree, the Letters of Understanding form part of the Collective Agreement.