

COLLECTIVE AGREEMENT

Between



VANCOUVER CO-OPERATIVE RADIO

("hereinafter referred to as the "Board" and/or "Employer")

And



UNIFOR

("hereinafter referred to as the "Union")

September 1, 2015 - August 31, 2018

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PREAMBLE

The Employer, Vancouver Co-operative Radio, and the Union, Unifor, mutually contemplate the quiet enjoyment and administration in good faith of the collective agreement herein set out. To this end the following understanding of the relations among the members of the Co-operative and between the Co-operative and members of the Bargaining Unit shall prevail in the interpretation of the Agreement.

- (a) The Employer, Vancouver Co-operative Radio, is a legally incorporated Co-operative under the Co-operative Associations Act of British Columbia, and is owned by its shareholders, who are subscribing members of the public.
- (b) The primary purpose of Vancouver Co-operative Radio is to produce creative and engaging programming for communities whose voices are underrepresented in the mainstream media, on a not-for-profit basis. The production of radio programming is performed on a volunteer basis by member-share-holders.
- (c) The member-shareholders of the Vancouver Co-operative Radio elect a Board of Directors at each Annual General Meeting to act as their agents in all matters relevant to the realization of the Vancouver Co-operative Radio purposes.
- (d) One area of responsibility of the Board of Directors is to hire, lay-off, fire, produce and amend job descriptions for and evaluate the job performance of permanent employees who are employed for administration of the station and the provision of services to the membership.
- (e) The employees of the Vancouver Co-operative Radio are not hired to produce programming or to make programming policy, except as they are delegated by the Board of Directors to sit on its committees and participate in policy-making.

- (f) This in no way limits the ability of employees to be members of the Vancouver Co-operative Radio or to produce programming on a volunteer basis; nor does it limit the ability of the Union to be a member of the Vancouver Co-operative Radio and to participate in the same manner as other members in programming of interest to its members or to organized labour generally.
- (g) Vancouver Co-operative Radio is an alternative media institution that endeavours to challenge traditional roles of hierarchy. As such, the staff works as a collective and there is no executive director or station manager. All employees in the Bargaining Unit are paid the same rate since no one individual's time is worth more than another's. The staff collective consists of all employees who are part of the Bargaining Unit. No one member of the collective has more decision-making authority or power than any other member.
- (h) All board members will attend a yearly board orientation to be organized as soon as possible and no later than three (3) months after the Annual General Meeting.
- (i) The Employer will be referred to as the Board. The Staff will be referred to as the Employee.

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01

The purpose of this agreement is to establish and to secure the full benefits of collective bargaining which will ensure the safety and physical welfare of employees, the efficiency of operations, quality of service and the protection of property. The provisions of this agreement will be carried out by both parties.

1.02

This agreement applies to employees in the bargaining unit as defined in the certification issued by the Canada Labour Relations Board.

1.03 No Other Agreement

That the Employer be referred to as the Board. That the staff be referred to as the Employee. No employee shall be required or allowed to make a written or oral agreement with the Board which may conflict with the terms of this Agreement.

1.04 Effective Date of Agreement

The provisions of this collective agreement, except where otherwise stated, shall come into full force and effect upon signing of this agreement.

1.05 Duration of Agreement

- (a) This Agreement shall be in full force and effect from September 1, 2015 up to and including August 31, 2018, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration (or immediately preceding the anniversary date in any year thereafter), by written notice to the other party, to require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement, or a new collective agreement.
- (b) Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented or the Board shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.01

The Board recognizes the Unifor as the exclusive bargaining agent for all employees in the bargaining unit.

2.02

The bargaining unit shall comprise all employees in permanent full time and part time positions, including those still on probation and any new permanent or temporary positions added during the life of this agreement.

2.03

- (a) The Board recognizes the right of the Union to name Shop Stewards.
- (b) The duties of Stewards shall be defined as:
 - 1. Investigation of complaints by employees whom the Steward represents;
 - 2. Investigation of grievances and assisting any employee whom the Steward represents in preparing and representing a grievance in accordance with the grievance procedure.
 - 3. Supervision of ballot-boxes during ratification votes covering this agreement.
 - 4. In their capacity of Shop Steward attending meetings called by management.

2.04 Time Off for Union Business With pay

One employee will receive pay while carrying on negotiations with the Board.

Without pay

Leave of absence without pay will be given to attend to Union business. Where possible fifteen (15) days notice will be given to the Board.

2.05 Right to Refuse to Cross Picket Lines

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line or handle struck work in connection with a labour dispute. Failure to cross a picket line or to handle struck work shall not be considered grounds for disciplinary action or otherwise to be a violation of this Agreement.

2.06 Union Insignia

A Union member shall have the right to wear or display on their person the recognized insignia of the Union.

2.07 Conflict of Interest

Employees may not be members of the Board of Directors. If a Board member is to become an employee they must resign their board position.

2.08 No Discrimination for Union Activity

The Board agrees that there will be no discrimination, interference, restriction or coercion exercised or practised with respect to any Employee for the exercise of rights provided for in this agreement or for reason of membership or activity in the Union.

2.09 Retention of Bargaining Unit Work

The work of the Bargaining Unit shall not be taken away by hiring contract staff or other non-bargaining unit workers. Work delegated to volunteers or contracted to non-collective staff is permitted where agreed upon by the staff and Board.

2.10 Access by Union Representative

The Union Representative(s) shall be allowed access to the Employer's premises Vancouver Co-operative Radio for union business. When it is desirable or necessary to hold a meeting during the work day, the Union shall be allowed to utilize available meeting space.

2.11 Refusal Signing Documents

Refusal on the part of any employee to sign a performance review, disciplinary notation or complaint, or authorization for payroll deduction except as provided for in this Agreement, shall not be cause for discipline or dismissal. If an employee chooses to sign a performance review, disciplinary notation or complaint, it will only be to acknowledge receipt. Signing will not bind the employee to any admission to an allegation and does not take away their right to grieve or challenge the action, so long as it is done in a timely manner.

ARTICLE 3 - RIGHTS RESERVED FOR MANAGEMENT

3.01

The right of the Board in operation of the radio station is unlimited except as it may be expressly and specifically limited by the provisions of this agreement. The Board or its management body shall have the right and power to manage the station and to direct the working forces including the right to hire, discipline, promote, demote, transfer or discharge subject to the provisions of this agreement.

ARTICLE 4 - UNION SECURITY

4.01 Union Membership

All employees on the date of signing must maintain membership in the Union as a condition of continuing employment. New employees shall make application to join the Union within the first

fifteen (15) days of employment, and shall retain their membership as a condition of employment.

4.02 Check-off of Union Dues and Assessments

- (a) The Employer, shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer, shall, deduct from any employee who is a member of the Union any assessment levied in accordance with the Union constitution and (or) by-laws and owing by the employee to the Union.
- (c) Deductions shall be made semi-monthly and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the Secretary-Treasurer of the Local not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Board in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Board signed by the President of the Local. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies

deducted by the Employer from the pay of the employees in the bargaining unit.

- (g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.

4.03 No Discrimination

4.03.1

The Union and the Board agree that there will be no discrimination against any employee or prospective employee for any reason including but not limited to age, belief, colour, race, national origin, political or religious views, sex, gender, sexual orientation, marital status, economic status, physical disability, family status, parental status.

4.03.2

The Parties agree that discrimination and/or harassment of any employee for any reason including but not limited to age, belief, colour, race, national origin, political or religious views, sex, gender, sexual orientation, marital status, economic status, physical disability, family status, parental status is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Action contravening this policy will constitute grounds for discipline.

4.03.3 Sexual Harassment

Sexual harassment means any repeated and/or unwelcomed words or actions made by a person who knows or ought to know it is unwelcome and includes but is not limited to the following:

- a. Unnecessary touching or patting
- b. Suggestive remarks or other verbal abuse
- c. Leering at a person's body
- d. Compromising invitations
- e. Demands for sexual favours
- f. Physical assault

4.03.4 Complaint procedure

- (a) A complainant may either initiate a grievance as per the grievance procedure of the collective agreement or file a written complaint with the Board or their designate and the Local Union Representative and deliver a copy to the alleged harasser.
- (b) The Parties agree that in the event of a complaint of harassment it will be investigated thoroughly by both parties in confidence. Employees reporting any incident of harassment are guaranteed protection from reprisal due to filing such a complaint provided the complaint is valid and honestly felt and is not frivolous, harassing, and/or vexatious in nature.
- (c) A mutually agreed to Arbitrator hearing a complaint or grievance under this article shall have the authority to:
 - (i) Dismiss the grievance or complaint,
 - (ii) Determine the appropriate discipline up to and including dismissal,
 - (iii) Decide that the alleged harasser be transferred, demoted, or decide to impose other terms or conditions necessary to provide final conclusive settlement of the grievance.

- (iv) In no event shall the Arbitrator or Arbitration Board have the authority to alter, modify, or amend the Collective Agreement in any respect.
- (d) Where harassment is proven and results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainants consent.
- (e) Nothing in this article shall be considered to negate the right of an employee to seek compensation through civil action or other legal means for any damages arising from a bona fide complaint of sexual harassment, including but not limited to hearing a Human Rights Complaint.

4.04

The Board will not discriminate against any employee because of membership or activity in the Union or for the exercise of rights provided for in this agreement.

4.05 Employment Equity Policy

1. Preamble

The Board recognizes that members of certain groups within society have traditionally had little or no access to the media. As a community radio station, Vancouver Co-operative Radio is committed to ensuring that every reasonable attempt be made to have the composition of the paid and unpaid staff reflect the true diversity of the communities we serve.

We must ensure equitable representation and remuneration for everyone, including traditionally under-represented groups. Diversity in the station's staff is crucial to the station's attempts to become a better community service.

2. Objectives of Program

- a) To ensure that the composition of Vancouver Co-operative Radio staff and volunteers reflects the diversity of the communities served by the station.
- b) To ensure a welcoming and comfortable environment so that the station is accessible to the diversity of the communities Vancouver Co-operative Radio serves.

3. Guiding Principles

The Board is committed to applying the principles of employment equity to both its paid and volunteer staff.

Employment equity includes providing a welcoming environment for all individuals regardless of race, colour, age, physical appearance, sex (including pregnancy), sexual orientation, marital status, family status, ethnic origin, religious affiliation, political beliefs, disability, or record of offenses.

The Board is also committed to achieving and maintaining a representative work-force and to the implementation of measures to ensure the full application and advancement of groups which have traditionally been under-represented.

The Board commits to identify and remove any discrimination policies and practices found in the recruitment, selection, transfer, promotion, performance appraisal, training, career development, compensation, benefits, termination and working conditions of paid and volunteer staff in all areas of the radio station. The Board agrees that it has a duty to accommodate short of undue financial hardship and, to the extent that it is possible, implement special measures to enable all employees to compete for positions and to work with others on an equal basis.

In support of its commitment to achieve and maintain a hospitable station environment for all paid and volunteer staff,

the Board undertakes to provide ongoing education and training on human rights issues.

4. Office Atmosphere

The Board recognizes that employment equity means more than just the hiring and recruitment of under-represented groups. It also means creating an office atmosphere which welcomes these groups and encourages them to stay. To that end, the Board will develop procedures and policies to help create such an atmosphere. The station will also ensure - short of undue financial hardship - that the offices and studios present as few obstacles as possible to people with disabilities.

5. Training/Development

The Board shall endeavour to create grant-paid positions which support and encourage the participation of under-represented individuals in station activities.

6. Monitoring and Accountability

The Board recognizes that an equitable workplace will not be created overnight. A standing Employment Equity Committee shall be created with the mandate to monitor the progress of this Employment Equity Policy and to ensure that a regular workforce analysis is implemented to review all station systems and practices as they relate to employment and volunteer recruitment barriers.

The committee will be responsible for developing and submitting an annual action plan to the Board of Directors and the station membership, reporting on strategies and progress in establishing an equitable workplace. This plan may contain, among other things, numerical and qualitative goals decided on by the committee. Composition of this committee shall

reflect the long-term employment equity goal of the workplace that reflects the Vancouver area population (i.e. at least 50% of the committee will be women, etc.)

ARTICLE 5 - UNION RELATIONS

5.01

The Board agrees that a union representative shall be given a reasonable period of time during regular working hours to meet with each new employee within the first week of their employment for the purpose of acquainting the employee with the benefits and obligations of union membership and their responsibilities and obligations to the Board.

5.02

The Union shall supply the Board with the names of employees authorized to represent the Union as officers. The Board will supply the Union with a list of board members with whom it may be required to transact business.

5.03

The Board agrees that access to its premises will be granted to a Union representative when dealing or negotiating with the Board, as well as for the purpose of investigating and assisting in the settlement of a grievance.

5.04 Correspondence

The Board agrees that all correspondence between the Board and the Union related to matters covered by this agreement shall be sent to the Local 3000 Union Representative, or the designate.

5.05 Bulletin Boards

The Board will provide a bulletin board for use by the Union.

5.06 Liaison Committee

The parties to this agreement agree to establish a joint Board /Union Liaison Committee.

In general, it will be the purpose of this committee to examine, discuss and make recommendations to the parties on all matters of mutual interest in accident prevention, health and safety, employee relations, public and industry relations and the development of programs.

At the request of either party, the parties agree to meet on the Board's paid staff time.

ARTICLE 6 - EMPLOYMENT POLICY

6.01

When a position is eliminated and a new one created, no employee shall be laid off if they are capable of performing the new position.

6.02 Job Postings

All job vacancies and newly created positions within the Bargaining Unit shall be posted for a minimum of five (5) days. The Board will inform all employees that may be absent from work over the five (5) day period of the posting. Copies of all job posting and job awards shall be supplied to the Shop Steward and a copy mailed to the Union office.

6.03

Existing bargaining unit employees who have the ability and qualifications shall be given consideration in the filling of any vacancy or newly created position. All positions may be posted regardless of who applies.

6.04

The Board will pay costs of any legal action against employees arising out of performance of duties unless there is flagrant or willful negligence.

ARTICLE 7 - SENIORITY

7.01

Seniority is defined as the length of continuous service as an employee of Vancouver Co-operative Radio.

7.02

Seniority shall be lost only on voluntary termination, or when discharged and not reinstated under the terms of this agreement.

7.03

Seniority will be maintained but not accrued when on unpaid leaves of longer than one month.

ARTICLE 8 - HOURS OF WORK

8.01

Up to eight (8) hours shall constitute a normal day's work and up to forty (40) hours shall constitute a normal work week of up to five (5) days followed by two (2) days off for all full time employees.

8.02

Work schedules shall be established and changes made by mutual agreement between the parties.

8.03 Rest Periods

- (a) All employees working a shift of six (6) hours or more inclusive of paid rest periods shall be entitled to two (2) paid fifteen (15) minute rest periods. Employees working shifts of four (4) or more hours but less than six (6) hours are entitled to one (1) paid fifteen (15) minute rest period.
- (b) In addition, all employees working shifts of five (5) hours or more are entitled to an unpaid lunch break of one (1/2) hour.

8.04 Overtime

8.04.1

Overtime is any hours worked which are authorized and approved in advance by the Board which are in excess of eight (8) hours a day or over forty (40) hours in a work week.

8.04.2

Once authorized and approved in advance by the Board overtime shall be compensated at one and one-half times (1.5x) rate for the first four (4) hours and two times (2x) the rate for all hours thereafter.

8.04.3

By mutual agreement time off in lieu of overtime may be taken at the applicable rate. Time off is to be scheduled at a mutually agreeable time.

8.04.4

Employees may request to be paid out for overtime instead of taking time in lieu and the request may be granted subject to the approval of the Treasurer and the Board.

8.05 Banked Time

Hours worked beyond regularly scheduled hours shall be banked on an ongoing basis but shall not exceed a maximum of fifty (50) hours per pay period without the compensatory time taken. The banked hours shall be taken in time away from work and shall be paid at straight time. Hours banked may be carried through to the following calendar year.

8.06 Emergency Shift

8.06.1

An emergency shall be defined as per the policy to be developed over the term of the Collective Agreement. It is agreed an emergency is an event of which the Board or the staff collective had

not or could not be expected to have prior knowledge which requires action that results in unexpected and/or unscheduled work to be undertaken.

8.06.2

Where such work is performed the minimum credit shall be four (4) hours.

8.06.3

If overtime is needed to address the emergency, a request for approval will be submitted afterwards. Such a request shall not be unreasonably denied.

8.07 Required Meetings

Any Employee who is required to attend any meeting on Vancouver Co-operative Radio business shall be paid at their regular rate of pay for such meetings.

ARTICLE 9 - SALARIES AND ALLOWANCES

9.01

Employees shall be paid in accordance with the salary rates negotiated by the parties to this agreement. For information purposes, the applicable salary rates are recorded in Appendix A.

9.02 Dates and Method of Salary Payment

Employees shall be paid by cheque semi-monthly with pay days being on the fifteenth (15th) and last working day of each month.

9.03 Vehicle Allowance

Motor Vehicle allowances for all distances traveled on Vancouver Co-operative Radio business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowances shall cover the distance to and from the employee's place of residence only when the employee is required to have their vehicle at work for use in the performance of their duties.

Motor Vehicle allowance shall be at the rate of fifty cents (\$.50) per kilometre.

9.04 Accommodation, Board and Lodging

Employees traveling on Vancouver Co-operative Radio business shall be reimbursed for reasonable hotel and motel bills, on submission of original receipts. If using private lodging, they will be reimbursed a maximum of seven dollars and fifty cents (\$7.50) per day with no receipts required.

9.05 Meal Allowance

Meal allowance while travelling will be twenty dollars (\$20.00) per day.

9.06 Travel Advance

Regular employees may request a travel advance, prior to going on to travel status, in an amount sufficient to cover the costs of the trip.

9.07 Training Allowance

Starting in April 2013, the Board will allocate at least three hundred dollars (\$300.00) annually (non-cumulative) for each permanent employee for training. This budget will be used for courses that will benefit the Board and employee. Course selection will be decided by mutual agreement. Employees will receive their regular salaries while attending such courses during normal working hours.

ARTICLE 10 - GENERAL HOLIDAYS

10.01

The following have been designated as paid holidays:

| | |
|---------------|------------------|
| New Years Day | Canada Day |
| Good Friday | B.C. Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Christmas Day | Boxing Day |
| Family Day | |

10.02

Any other holiday proclaimed by federal or provincial governments shall also be a paid holiday.

10.03

Where an employee is on vacation leave and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

10.04

The Board agrees that an employee may exchange four Christian holidays for four other religious holidays.

10.05

- (a) When an employee is required by the Board to work on any holiday as listed in Clause 10.01 above, the employee will receive two and a half (2.5) times the hours worked as compensated time off.
- (b) When an employee voluntarily decides to work on any holiday as listed in Clause 10.01 above, the employee will receive straight time pay for all hours worked plus an equal number of hours as compensated time off.

ARTICLE 11 - VACATIONS

11.01 Vacation

"Vacation year" for the purpose of this article shall be the calendar year.

11.02

An employee earns, but is not entitled to receive vacation leave during the first four (4) months of continuous employment.

11.03

A permanent employee will have an annual vacation entitlement of five (5) of their normal work weeks per year.

11.04

During the first partial year and subsequent vacation years an employee will earn one-twelfth (1/12) of the annual entitlement for each month worked. When an employee has taken more vacation than earned, the unearned portion taken shall be charged against future credits or recovered upon termination, whichever occurs first.

11.05

With the exception of authorized vacation carryover under Article 11.12, the scheduling and completion of vacations shall be on a calendar year basis.

11.06

An employee is not entitled to receive cash in lieu of vacation time, except upon termination, resignation or retirement.

11.07 Vacation Scheduling

Scheduling and taking of vacation shall be on a calendar year basis. Employees are entitled to schedule vacation time without the Board's consent. However, the Board has the right to deny vacation based on reasonable operational requirements as defined in consultation with the Staff Collective.

11.08

Preference in the selection of vacation time shall be on the basis of service seniority. Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second period only after all other first vacation periods have been selected.

11.09

Vacation schedules will be circulated and posted by March 1st each year. An employee who does not exercise their seniority rights within two (2) weeks of receiving the schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

11.10 Salary Payment

- (a) When a pay day falls during a regular employee's vacation, the employee shall be entitled to have the paycheque forwarded to a mailing address supplied by the employee in writing or,
- (b) Upon ten (10) working days written notice, an employee shall be entitled to receive prior to commencement of a vacation, a payroll advance equal to the amount of any regular net pay issued during the vacation period.

11.11 Leave during Vacation

When an employee becomes entitled to any of the types of paid leave described in Article 13.01 to 13.05, there will be no deduction from the vacation credits. The displaced period of vacation shall be taken at a mutually agreed time.

11.12

An employee may carry over up to ten (10) days vacation leave into a new calendar year.

11.13

For the purposes of calculating Vacation Pay and General Holiday Pay, a normal days work will be based on a four (4) day work week

and will be calculated by dividing the employee's average weekly hours by four (4).

ARTICLE 12 - LEAVES OF ABSENCE

12.01 Special Leaves

An employee shall be entitled to special leave from work at their regular rate of pay for the following:

One (1) Day:

Family wedding (one (1) day per year with two (2) weeks notice)

Citizenship hearing (two (2) weeks notice required)

Funeral

Moving (one (1) day per year with two (2) weeks notice)

Two (2) Days:

Marriage (two (2) weeks notice required)

Four (4) Days:

Birth or Adoption

Parental Leave

12.02

Reasonable time off for medical and dental appointments for employees or any child residing with the employee shall be permitted without pay.

12.03 Family Illnesses

In the case of illness of any child residing with the employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child, the employee shall be entitled to use up to a maximum of two (2) days of employee's own paid sick leave at any one time for this purpose.

12.04 Bereavement Leave

(a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be

entitled to special leave at their regular rate of pay from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) work days.

- (b) Immediate family is defined as an employee's parent, spouse, common-law spouse, same sex partner, child, child of same sex partner, brother, sister, father-in-law, mother-in-law, grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) If an employee is on vacation at the time of the bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (d) Further time off without pay will not be unreasonably denied by the Board.

12.05 Leave for Court Appearances

The Board will grant unpaid leave to employees who serve as jurors or witnesses in a court action.

12.06 Maternity/Parental Leave

(a) Maternity Leave

(i) A pregnant employee who requests leave under this Clause is entitled to up to seventeen (17) weeks of unpaid leave:

(A) beginning

1. no earlier than eleven (11) weeks before the expected birth date, and
2. no later than the actual birth date, and

(B) ending

1. no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
2. no later than seventeen (17) weeks after the actual birth date.

- (ii) An employee requests leave under this clause after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (iii) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave ends under sub-clauses (A) or (B).
- (iv) A request for leave must:
 - (A) be given in writing to the Board;
 - (B) if the request is made during the pregnancy, be given to the Board at least four (4) weeks before the day the employee proposes to begin leave, and
 - (C) if required by the Board, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under sub-clause (iii).
 - (D) A female employee in her pregnancy shall be granted an indefinite unpaid leave of absence based on her physician's medical advice, in writing duly provided to the Board, prior to childbirth but

shall not be required to go on maternity leave until eleven (11) weeks prior to the expected delivery date.

- (v) A request for a shorter period under sub-clause (a)(i)(B)(1):
 - (A) be given in writing to the Board at least one (1) week before the date the employee proposes to return to work, and
 - (B) if required by the Board, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

(b) Parental Leave

- (i) An employee who requests parental leave under this clause is entitled to:
 - (A) for a birth mother who takes leave under Clause (a) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Clause (a) unless the Board and employee agree otherwise;
 - (B) for a birth mother who does not take leave under Clause (a) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event;
 - (C) for a non-birth parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after

the child's birth and within fifty-two (52) weeks after that event, and

(D) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.

(ii) If the child has a physical, psychological or emotional conditions requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under sub-section (b)(i).

(iii) A request for leave must:

(A) be given in writing to the Board;

(B) if the request is for leave under subsection (b)(i)(A) or (B), be given to the Board at least four (4) weeks before the employee proposes to begin leave, and

(C) if required by the Board, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

(iv) An employee's combined entitlement to leave under Clause (a) and this Clause is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Clause (a)(iii) or Clause (b)(ii).

(c) Duties of Board

(i) The Board must give an employee who requests leave under Clause 12.06 the leave to which the employee is entitled.

(ii) The Board must not, because of an employee's pregnancy or a leave allowed by Clause 12.06.

- (A) terminate employment, or
 - (B) change a condition of employment without the employee's written consent.
- (iii) As soon as the leave ends, the Board must place the employee:
- (A) in the position the employee held before taking leave under Clause 12.06, or
 - (B) in a comparable position.
- (iv) If Vancouver Co-operative Radio's operations are suspended or discontinued when the leave ends, the Board must, subject to the seniority provisions in a collective agreement, comply with sub clause (iii) as soon as operations are resumed.
- (d) Employment deemed continuous while employee on leave:
- (i) The services of an employee who is on leave under Clause 12.06 or is attending court as a juror are deemed to be continuous for the purposes of:
 - (A) calculating annual vacation entitlement and entitlement for individual or group severance pay, and
 - (B) any pension, medical or other plan beneficial to the employee.
 - (ii) In the following circumstances, Vancouver Co-operative Radio must continue to make payments to a pension, medical or other plan beneficial to an employee as though the employee were not on leave:
 - (A) if the Vancouver Co-operative Radio pays the total cost of the Plan;

(B) if both the Vancouver Co-operative Radio and the employee pay the cost of the Plan and the employee chooses to continue to pay their share of the cost.

(iii) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.

(iv) Subclause (i) does not apply if the employee has, without the Board's consent, taken a longer leave than is allowed under Clause 12.06.

12.07 Adoption Leave

(a) Upon request, and having completed their initial probationary period, an employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child.

(b) On return from adoption leave, an employee shall be placed in their former position or in a position of equal rank and basic pay.

12.08 Full Time Union Leave

For employees elected to a full time position with the Union or anybody with which the Union is affiliated, an unpaid leave will be granted for a period of two (2) years.

12.09 General Leave

In circumstances other than those specified in Article 12.06 to 12.08, employees will be entitled to take a leave of absence without pay (general leave) under the following terms and conditions:

(1) No general leave may be taken in the first year of employment.

(2) Up to one (1) month may be taken in either the second (2) or third (3) year.

- (3) In any subsequent four (4) year period, employees may take a total of two (2) periods of general leave of which one may not exceed one (1) month and the other may not exceed eight (8) months.
- (4) The following notice must be given for general leaves:
 - (a) For leaves of one (1) month or less, one (1) months notice.
 - (b) For leaves of more than one (1) month, two (2) months notice. General leave will be taken at mutually acceptable times.
- (5) Only one employee may be on general leave at any one time.

12.10 Paid Education Leave

The Employer, Vancouver Co-operative Radio agrees to pay into a special fund two cents (\$0.02) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, Unifor, effective from date of ratification. Cheques should be made payable to:

Unifor Leadership Training Fund
Unifor
205 Placer Court
Toronto, Ontario
M2H 3H9

The Board further agrees that a member of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absence for twenty (20) days class time, plus travel time where necessary. Said leave of absence can be intermittent over a

twelve (12) month period from the first day of leave. An employee on said leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 13 - HEALTH & WELFARE BENEFITS

13.01

An employee will be entitled to eighteen (18) days sick leave per calendar year.

Sick leave entitlement will be pro-rated during the first year of employment.

An employee will accrue six (6) days sick leave at the start of the calendar year and one (1) day at the start of each month for that calendar year. Employees shall carry over any unused sick leave at the end of the calendar year to a maximum ten (10) days for each full year of employment (see below). Unused sick leave carry over will be pro-rated during the first year of employment. Unused sick days will carry over from year to year to a maximum of sixty (60) days pay. All sick leaves of two (2) weeks or more will require a medical note, which includes the anticipated date of return. For sick leave longer than six (6) weeks, employees shall give two (2) weeks notice of anticipated date of return.

A day of sick leave shall be based on an employee's average weekly hours divided by four (4)

Unused sick time carry over entitlements at the end of the calendar year.

| Completed years of employment | Sick Time Carry over entitlements (maximum) at the end of the calendar year |
|-------------------------------|---|
| First partial year | Prorated at the rate of 10 days per year |
| 1 year | 10 days |
| 2 years | 20 days |
| 3 years | 30 days |
| ... | ... |
| 6 years | 60 days (maximum) |

13.02 Health and Welfare Plan

The Union members Health & Welfare Plan shall be provided by Canadian Health Insurance Plan Services (C.H.I.P.S.).

Vancouver Co-operative Radio shall contribute 100% of the monthly Health & Welfare Plan contributions to C.H.I.P.S. in order that C.H.I.P.S. can provide the benefits agreed upon between the Union and C.H.I.P.S. Further, Vancouver Co-operative Radio agrees to deduct and remit to C.H.I.P.S. any optional/employee-paid contributions that an employee or the Union has arranged through C.H.I.P.S.

In keeping with standard group insurance practices, C.H.I.P.S. reserves the right to adjust the level of required Health & Welfare contributions on an annual basis. The Company would receive one month's written notice of adjustments and, any contribution adjustment would come into effect on the first day of a given month.

Vancouver Co-operative Radio is obligated to inform C.H.I.P.S. Plan Administrator's Office in writing when a member leaves Vancouver Co-operative Radio or is transferred to a non-Union position. Such

written confirmation will happen no later than one week from the date of the member's change in employment status.

Employer Paid — Health and Welfare Monthly Premiums:

| | |
|-------------------|-----------------------|
| November 1, 2015 | \$316.91 – (Estimate) |
| September 1, 2016 | \$333.43 — (Estimate) |
| September 1, 2017 | \$359.47 — (Estimate) |

13.03 MSP Premiums

Upon submission of a bill or receipt, the Employer, Vancouver Co-operative Radio, agrees to pay one hundred (100%) percent of the monthly premiums for all employees (and their dependants) enrolled in the Medical Services Plan of B.C.

13.04 Childcare Benefits

Where an employee requires after hours childcare, a subsidy of fifteen dollars (\$15.00) per hour will be paid for a maximum of four (4) hours per day. After hours is defined as between the hours of 6pm and 8am weekdays, Saturday, Sunday and statutory holidays. This will be limited to a maximum of two (2) days per month. To receive the above benefits the child must be a dependent of the employee and must reside with the employee.

ARTICLE 14 - LAYOFF AND RECALL

14.01

In the event of the necessity of a layoff, the Board and the Union agree to meet in advance of the layoff to develop possible methods acceptable to both parties of minimizing the impact of the layoff.

14.02

(a) In the event that no mutually acceptable plan is arrived at after the meeting(s) held pursuant to paragraph 1, and after due consultation with the Union, the Board will determine which position or positions shall be laid off.

- (b) If an employee in a laid-off position is senior to an employee in a position not being laid off and has the ability to do the work of that position, the laid-off employee shall replace the employee in the remaining position. The need for a period of familiarization with the functions performed in the remaining position shall not be deemed to constitute a lack of necessary ability.

14.03

The Board shall give six (6) weeks' notice, or pay in lieu of notice of layoff, or any portion therein, at the employee's straight time hourly rate prevailing at the effective date of the layoff.

14.04

The Union shall be notified of the Board's intention to lay off any employee(s).

14.05

In case of layoff a recall list shall be established. A copy of the up-to-date recall list shall be made available to the Union office. An employee shall be on the recall list for a period of one year.

14.06

All vacation pay and monies owing shall be paid out one month prior to final day worked so as not to affect Employment Insurance payments.

14.07

Employees shall be recalled in order of their seniority. Notice of recall shall be made by telephone or if unsuccessful, by registered mail to the last known address of the employee. A copy shall be sent to the Union office. It is the responsibility of the employee on the recall list to keep the Board informed of their current address and telephone number.

ARTICLE 15 - DISCIPLINE AND DISMISSAL

15.01

The Board may discipline or dismiss for just and reasonable cause. Written confirmation of the discipline or dismissal stating reasons for the same shall be provided to the employee and the Union at the time of the discipline or dismissal.

15.02 Burden of Proof

In all cases of discipline or dismissal, the burden of proof of just and reasonable cause shall rest with the Board.

15.03 Shop Steward Present

The Board agrees that if the Board chooses to implement written discipline, suspension or discharge on an employee, the Board must inform the employee of their right to have a Shop Steward or Union Representative present if the employee so wishes.

15.04 Union and Employee Advised of Complaint

No complaint shall be recorded against an employee nor may be used against them at any time unless said employee and the Union are advised accordingly in writing within fifteen (15) working days of the Board's knowledge of the incident or occurrence, giving rise to the complaint.

15.05 Employee's Access to Their File

The Board agrees that an employee shall have access to their personnel files and have access to the grievance and arbitration provisions of this Agreement to dispute any entries on their file.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.01 Grievance Recognition

The Board and the Union recognize that grievances may arise concerning differences between the parties respecting the

interpretation, application, operation or any alleged violation of this agreement, including a question as to whether or not a matter is subject to arbitration; the dismissal, discipline, or suspension of an employee bound by this agreement. The procedure for resolving grievances shall be the grievance procedure in this article.

It is the intention of the parties that this procedure shall provide a just and peaceful method of adjusting grievances and the parties agree to act in good faith in settlement of grievances in accordance with the provisions of this Article.

16.02 Right to have a Steward Present

16.02.1

An employee shall have the right to have their Steward present at any discussion with the Board which is the basis of disciplinary action. Where the Board intends to interview an employee for disciplinary purposes the Board shall notify the employee in advance of the purpose of the interview in order that the employee may contact their Steward.

16.02.2

A Steward shall have the right to consult with a representative of the Union and to have a local Union representative present at any discussion with the Board which is the basis of disciplinary action against the Steward.

16.03 Grievance Procedure

Step 1

There shall be discussion between the employee and a member or members of the Human Resources Committee of the Board. The employee will be entitled to have a shop steward or a union representative present.

Step 2

In the event the dispute cannot be resolved written notice of a Step 2 grievance must be given within ten (10) business days of the dispute occurring. The Board must respond within five (5) business days of the meeting in writing.

Step 3

If the grievance is not resolved at Step 1 or Step 2, written notice will be submitted by the Union to the Human Resources Committee within ten (10) business days of the Board's response to Step 2. Further discussions will take place between the parties. The Human Resources Committee must reply in writing within ten (10) business days.

Step 4

Within fourteen (14) business days of the Human Resources Committee response, the Local or National Union representative shall set up a meeting with the Board member of the Human Resources Committee to discuss possible resolutions to the grievance. Failing a satisfactory settlement, the grievance may then be referred to Arbitration.

16.04 Time Limits

Time limits at each step of the grievance procedure may be amended by mutual agreement in writing.

16.05 Disclosure of Information

It is agreed that disclosure of information necessary to assist in resolving grievances at the earliest opportunity is essential to good labour relations and resolving disputes as soon as possible without unnecessary expense and both parties agree to assist in that process in good faith.

16.06 Right to have Steward Present

- (a) An employee shall have the right to have their Steward present at any discussion with the Board which is the basis of disciplinary action. Where the Board intends to interview an employee for disciplinary purposes the Board shall notify the employee in advance of the purpose of the interview in order that the employee may contact their Steward, providing that this does not result in an undue delay of the appropriate action being taken.
- (b) A Steward shall have the right to consult with a representative of the Union and to have a local Union representative present at any discussion with the Board which is the basis of disciplinary action against the Steward, providing that this does not result in an undue delay of the appropriate action being taken.

ARTICLE 17 – ARBITRATION

17.01

Failing a satisfactory settlement of a grievance at Step 4 of the grievance procedure, either party may request that the matter be referred to a single Arbitrator authorized to deal with disputes under the *Canada Labour Code*.

17.01.1

Such notification of intent to proceed to arbitration must be made in writing, within thirty (30) business days of the Step 4 meeting.

17.01.2

If the parties cannot agree on an Arbitrator within ten (10) business days, they may request the Minister of Labour to appoint an Arbitrator.

17.02

The Arbitrator shall receive and consider such material evidence and conditions as the parties may offer, and shall make such independent investigation as they deem essential to a full understanding and determination of the issues involved.

17.03

Where a technical error has been made in filing a grievance, through improperly citing the Article alleged to have been violated, an Arbitration Board shall have the power to allow for the amendment of the grievance, determine the substance of the matter in dispute and render a decision.

17.04

In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify, or alter any of the terms of this Agreement.

17.05

The findings and decision of the Arbitrator shall be binding and enforceable on all parties.

17.06

The expense of the Arbitrator shall be borne equally by the Company and the Union.

17.07

The single Arbitrator must be prepared to render a decision within sixty (60) days of the completion of the Arbitration hearing.

ARTICLE 18 - OCCUPATIONAL SAFETY AND HEALTH

18.01 Statutory Compliance

The Union and the Board agree that regulations made pursuant to the Workers' Compensation Act, the Employment Standards Act, or

any other statute of the Province of British Columbia and the Canada Labour Code pertaining to the working environment shall be fully complied with.

18.02 Safety Committees

- (a) The Board and the Union agree to set up a safety committee for the prevention of injury, illness and property damage, and for the promotion of safety training and awareness.
- (b) The Safety Committee shall include one employee representative of the bargaining unit appointed by the Union and one representative of the Employer appointed by the Board of Directors.
- (c) The Safety Committee shall meet at least twice a year.
- (d) The Board shall be obligated to carry out the recommendations of the Safety Committee.

18.03 Unsafe Working Conditions

No employee shall be disciplined for refusal to work on a job which they feel does not meet the standards established pursuant to the WCB Act. They must immediately contact a member or designate of the Safety Committee who will conduct an immediate on-site inspection and consult with the Board to determine a resolution to the problem.

18.03.1

All employees shall be informed they have the right to refuse hazardous work which may harm them or any person. No employee shall be disciplined, discharged, penalized, coerced, nor intimidated for refusal to work on a job which they feel does not meet the standards established pursuant to the WCB Act. They must immediately contact a member or designate of the Safety Committee who will conduct an immediate on-site inspection and consult with the Board to determine a resolution to the problem. If

a remedy to the work refusal cannot be agreed upon, the government inspector shall be called in.

18.03.2

No other worker shall be asked or permitted to perform the work of the worker who refused unless the second worker is advised of the reasons for the work refusal in presence of the co-chair and refusing worker.

18.04 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift without deduction from sickness entitlement.

18.05 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of Vancouver Co-operative Radio.

18.06 Investigation of Accidents

The Safety Committee shall be notified of each accident or injury and shall investigate and report to the Union and Board on the nature and cause of the accident or injury. In the event of a fatality the Board shall immediately notify the President of the Union, or the designate, of the nature and circumstances of the accident.

18.07 Protective Clothing and Equipment

The Company shall provide all employees whose work requires them to wear protective devices with the necessary tools, equipment and protective clothing. These shall be maintained and replaced, where necessary, at the Employer's expense.

ARTICLE 19 - CONTRACTING OUT

19.01

There will be no reduction of the bargaining unit or of hours worked by each individual due to contracting out work currently performed by members of the bargaining unit. The Board reserves the ability, after consulting with the Union, to contract advertising and sponsorship sales, engineering projects and fundraising publicity services and other services not normally performed by employees in the bargaining unit.

ARTICLE 20 - DEFINITIONS

20.01 Probationary Employee

- (a) A probationary employee is an employee who has not yet successfully completed the probation period.
- (b) All new employees shall be subject to a probationary period of four (4) months. The probationary period may be extended for a maximum of four (4) months by the Board in the event that suitability for regular employment cannot be established during the original probationary period.
- (c) Within ten (10) business days after completing two months of probation a new employee shall receive a performance evaluation.
- (d) A probationary employee may be terminated for less than just cause. The test for termination shall be the suitability of the probationary employee for continued employment in the position to which they have been appointed.

20.02 Permanent Employee

A permanent employee is an employee who has successfully completed probation and works on a continuous basis with whatever hours are available according to the position they hold.

20.03 Replacement Employee

A replacement employee covers the work of a permanent employee for a specific duration which shall be stated in the posting and the hire letter. Examples: Maternity/parental leave, other leaves of absence.

A replacement employee, as defined above, shall be a member of the bargaining unit and shall be covered by all the terms of the collective agreement.

20.04 Temporary Position

A temporary employee is employed for completion of a specific project which will have a specific wage and time period of employment which shall be stated in the posting and the hire letter.

A temporary employee, as defined above, shall be a member of the bargaining unit and shall be covered by all the terms of the collective agreement except articles 7, 9, 10, 11, 12, 13 and 14. They will receive twelve percent (12%) additional wages in lieu of benefits (statutory holidays, vacation pay, sick time, and health benefits).

Signed this ___ day of _____, 2015

**FOR THE BOARD:
VANCOUVER CO-OPERATIVE RADIO**

Gwendolyn Reischman
Board Member

Harout Tossonian
Board Member

**FOR THE UNION:
LOCAL 3000**

Emily Aspinwall
Committee Member

Mark Cameron,
National Representative

APPENDIX "A" - WAGES

Regular Employee:

| | |
|-------------------|----------|
| September 1, 2015 | \$ 23.49 |
| September 1, 2016 | \$ 23.96 |
| September 1, 2017 | \$ 24.44 |

Signed this ____ day of _____, 2015.

**FOR THE BOARD:
VANCOUVER CO-OPERATIVE RADIO**

**FOR THE UNION:
LOCAL 3000**

Gwendolyn Reischman
Board Member

Emily Aspinwall
Committee Member

Harout Tossonian
Board Member

Mark Cameron,
National Representative

LETTER OF UNDERSTANDING #1

Between

VANCOUVER CO-OPERATIVE RADIO

And

UNIFOR - LOCAL 3000

Additional Monthly Hours:

A maximum of an additional 45 hours per month will be allocated to the staff collective for prioritized projects and other work required to complete their job duties.

The staff collective shall allocate these hours are for distribution amongst the permanent and/or replacement employees.

The tasks undertaken as part of these additional hours shall be reported to the board on a regular basis.

The board may limit these hours if required due to financial constraints.

Signed this ___ day of _____, 2013.

FOR THE BOARD:

Farah Nazrali

Freya Zaltz

FOR THE UNION:

Emily Aspinwall

Jean Van Vliet
President, Unifor, Local 3000

LETTER OF UNDERSTANDING #2

Between

VANCOUVER CO-OPERATIVE RADIO

And

UNIFOR - LOCAL 3000

Vacation Carry Over:

For the vacation year 2015 only, the provisions of Article 11.12 will be modified to read twenty (20) days.

For clarity, an employee may carry over twenty (20) days of vacation from 2015 into 2016. The carryover of additional days must be approved by the Human Resources Committee. Such approval shall not be unreasonably denied.

Signed this ___ day of _____, 2015.

**FOR THE BOARD:
VANCOUVER CO-OPERATIVE RADIO**

**FOR THE UNION:
LOCAL 3000**

Gwendolyn Reischman
Board Member

Emily Aspinwall
Committee Member

Harout Tossonian
Board Member

Mark Cameron,
National Representative

LETTER OF UNDERSTANDING #3

Between

VANCOUVER CO-OPERATIVE RADIO

And

UNIFOR - LOCAL 3000

Averaging Agreement:

When the work necessitates irregular hours resulting in employees having no regularly scheduled hours or having regularly scheduled hours which vary from time to time, then the hours can be averaged. In such cases, the employer may average the working hours of employees over a selected period to be established in consultation with the Union and in accordance with the Canada Labour Standards Regulations regarding averaging.

Signed this ___ day of _____, 2015.

**FOR THE BOARD:
VANCOUVER CO-OPERATIVE RADIO**

**FOR THE UNION:
LOCAL 3000**

Gwendolyn Reischman
Board Member

Emily Aspinwall
Committee Member

Harout Tossonian
Board Member

Mark Cameron,
National Representative

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