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CAW  **TCA**

CANADA

COLLECTIVE AGREEMENT

Between

VANCOUVER COOPERATIVE RADIO

(hereinafter referred to as the " Board Employer")

AND

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
(CAW-CANADA)
LOCAL 3000**

(hereinafter referred to as the "Union")

MARCH 15, 2009 - MARCH 14, 2012



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PREAMBLE

The Employer, Vancouver Cooperative Radio, and the Union, CAW, 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 Cooperative and between the Cooperative and members of the Bargaining Unit shall prevail in the interpretation of the Agreement.

- (a) The Employer, Vancouver Cooperative Radio, is a legally incorporated cooperative under the Cooperative Associations Act of British Columbia, and is owned by its shareholders, who are subscribing members of the public.
- (b) The primary purpose of Vancouver Cooperative Radio is to provide opportunities for defined groups among the public to receive and to transmit radio programming of interest to those groups and to others, 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 Cooperative 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 Cooperative 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 Cooperative 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 Cooperative 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 Cooperative 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 Cooperative 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 Company 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 March 15, 2009 to and including March 14, 2012 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 of a new collective agreement.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.01

The Board recognizes the CAW 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 her/his 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.

Leave of absence without pay will be granted if an employee is required to

appear as a witness before an arbitration 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 her/his person the recognized insignia of the Union.

2.07 Right to Have Steward Present

- (a) An employee shall have the right to have her/his 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 her/his 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.

2.08 Conflict of Interest

Employees may not be members of the Board of Directors. If a Board member is to become an employee he/she must resign her/his board position.

2.09 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.

2.10 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.

2.11 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.

2.12 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 Board shall, upon written authorization, 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 Board shall, upon written authorization, 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 National Secretary-Treasurer of the Union not later than twenty-eight (28) days after the date of deduction and Vancouver Co-operative Radio 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 Vancouver Co-operative Radio 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 Union. 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 Vancouver Co-operative Radio the Employer from the pay of the employees in the bargaining unit.
- (g) Vancouver Co-operative Radio 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

The Union and the Board Employer agree that there will be no discrimination against any employee or prospective employee by reason of age, creed, colour, national origin, political or religious views, sex or sexual orientation, marital status, economic status, physical disability or whether she/he has children.

4.04

The Board Employer 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 Human Rights and Harassment

1. The Parties agree that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status, sexual orientation, or disability 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.
2. 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
3. A complainant may either initiate a grievance as per the grievance procedure of the collective agreement or file a written complaint with the Employer Board or their his/her designate and the Local Union Representative and deliver a copy to the alleged harasser.
4. The Parties agree that in the event of a complaint of sexual 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.
5. A mutually agreed to Arbitrator hearing a complaint or grievance under this article shall have the authority to:
 - a) Dismiss the grievance or complaint
 - b) Determine the appropriate discipline up to and including dismissal
 - c) 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.
 - d) In no event shall the Arbitrator or Arbitration Board have the authority to alter, modify, or amend the Collective Agreement in any respect.

6. Where sexual 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.

7. Other Forms of Harassment

For the purposes of this policy, harassment includes (but is not necessarily limited to) discrimination, interference, restriction, harassment or coercion exercised or practised with respect to any station member by reason of age, race, creed, colour, place of origin, ethnic origin, citizenship, ancestry, native language, political or religious affiliation, beliefs or activities, sex or sexual preference/orientation, gender or non-gender identification, marital status, family status, parental status, record of offenses except where it relates to bona-fide qualification, Acquired Immune Deficiency Syndrome (AIDS), AIDS-related illness, positive Human Immune Deficiency Virus (HIV) test, handicap or disability which does not prevent the performances of the duties of the position or activity.

8. 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.

4.06 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 Employer 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 Employer 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, including -but not limited to - women, Aboriginal Peoples, persons with disabilities, people of colour, and lesbian and gay men.

The Board Employer 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 Employer 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 Employer 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 Employer Board will develop procedures to help create such an atmosphere. These will include the implementation of a sexual harassment policy as well as a policy to deal with other forms of harassment including harassment based on racial origin and sexual orientation. 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 Employer 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 Employer 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 (ie. at least 50% of the committee will be women, etc.)

ARTICLE 5 - UNION RELATIONS

5.01

The Employer 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 her/his first week of her employment for the purpose of acquainting the employee with the benefits and obligations of union membership and her/his 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 Union Representative, or her/his 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 Employer'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 she/he is 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 with the Employer 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.

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

Compensatory time off at straight time shall be taken in lieu of overtime pay.

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

Vehicle allowances for all distances traveled on Employer 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 her/his vehicle at work for use in the performance of her/his duties.

Vehicle allowance shall be at the rate of 25 cents per kilometre.

9.04 Accommodation, Board and Lodging

Employees traveling on Employer 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 \$7.50 per day with no receipts required.

9.05 Meal Allowance

Meal allowance while travelling will be \$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

Starting in September, 1988, the Board will allocate at least five hundred dollars (\$500.00) annually (non-cumulative) for employee training. The five hundred dollars (\$500.00) will be for all employees, not per employee. 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
- Good Friday
- Easter Monday
- Victoria Day
- Christmas Day
- Canada Day
- B.C. Day
- Thanksgiving Day
- Remembrance Day
- Boxing 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 11.01 above, the employee will receive 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 11.01 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 regular employee will have an annual vacation entitlement of five (5) of her/his/her 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 12.12, 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 her/his 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 per vacation year for one (1) year. This includes an employee's first partial 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 at his/her her/his regular rate of pay for the following:

1. Marriage of employee
two (2) days
2. Attending wedding of employee's child or child of same sex partner
one (1) day
3. Birth or adoption of employee's child or child of same sex partner
four (4) days

4. Parental Leave
four (4) days
5. Moving household furniture and effects
one (1) day per year
6. Attending his/her formal hearing to become Canadian citizen
one (1) day
7. Attend funeral as pallbearer or mourner
one (1) day

Note: Two weeks notice will be required for marriage, marriage of child, Moving and citizenship.

Note: For 2, 6, 7, leave with pay will be only for the work day when the situation occurs.

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 his/her her/his 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, she is unable to return to work when her 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 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 employees 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 13.06 the leave to which the employee is entitled.
- (ii) The Board must not, because of an employees pregnancy or a leave allowed by Clause 13.06.
 - (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 13.06, or
 - (B) in a comparable position.
- (iv) If the employer's 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 subclause (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 13.06 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, the employer 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 employer Vancouver Co-operative Radio pays the total cost of the Plan;
 - (B) if both the employer Vancouver Co-operative Radio and the employee pay the cost of the Plan and the employee chooses to continue to pay his or her 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 13.06.

12.07 Adoption Leave

- (a) Upon request, and having completed his/her her/his 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 his/her her/his 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 any body 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 13.06 to 13.08, 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 or third year.
- (3) In any subsequent four year period, employees may take a total of two periods of general leave of which one may not exceed one 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) month's 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 (2¢) 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, CAW, effective from date of ratification. Cheques should be made payable to:

CAW Leadership Training Fund
CAW Canada
205 Placer Court
Willowdale, 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. There will be no carry over from year to year. Sick leave entitlement will be pro-rated during the first year of employment. A day of sick leave shall be based on an employees average weekly hours divided by four (4).

13.02 Health and Welfare Plan

The Union member's 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 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:

2009	\$234.71	– (Required)
2010	\$253.16	– (Estimate)
2011	\$273.73	– (Estimate)

Employee Paid – LTD Monthly Premiums:

2009	\$40.11	– (Required)
2010	\$40.11	– (Estimate)
2011	\$40.11	– (Estimate)

13.03

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

13.04

C.H.I.P.S. provides L.T.D. at the Employee's cost.

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 his/her her/his 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 her/him 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 her/him her/his personnel files and have access to the grievance and arbitration provisions of this Agreement to dispute any entries on her/his 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.

16.02 Grievance Procedure

Step 1

There shall be discussion between the employee and a member or members of the Employee Relations Committee of the Board. The employee will be entitled to have a shop steward or a union representative present. Written notice of a Step 1 grievance must be given within ten (10) calendar days of the dispute occurring. The Board must respond within five (5) days of the meeting in writing.

Step 2

If the grievance is not resolved at Step 1, written notice will be submitted by the union to the Employee Relations Committee within ten (10) calendar days of the Board's Employer's response to Step 1. Further discussions will take place between the parties. The Employee Relations Committee must reply in writing within ten (10) calendar days.

16.03 Investigator

Upon completion of the Step 2 grievance procedure and where a difference still exists between the parties relating to the dismissal or discipline of an employee or to the interpretation, application, operation or alleged violation of this agreement during the term of the collective agreement, either party may, within ten (10) days, request the appointment of an investigator. This investigator, agreed to by the parties, shall meet with the authorized representatives of the Union and the Board Employer to hear both sides of the case. The investigator will make written recommendations to resolve the difference. The decision will be binding on the parties.

If the parties fail to agree upon an investigator within five (5) days, after one party has served written notice on the other party of its intention to refer the matter to an investigator, the Minister of Labour will be requested to appoint an investigator.

16.04

If the Union does not proceed to the next higher level of the grievance procedure within the time limits, the grievance will be considered to have been abandoned.

16.05

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

16.06 Deviation from Grievance Procedure

(a) The Board agrees that after a grievance has been initiated at Step 2 by the Union, the Board Employer's representative(s) will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.

(b) In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this article, the grievance shall be considered to have been abandoned.

ARTICLE 17 - OCCUPATIONAL SAFETY AND HEALTH

17.01 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.

17.02 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.

17.03 Unsafe Working Conditions

No employee shall be disciplined for refusal to work on a job which she/he feels does not meet the standards established pursuant to the WCB Act. He/she 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.

17.04 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 his/her her/his shift without deduction from sickness entitlement.

17.05 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 the Employer Vancouver Co-operative Radio.

17.06 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 his/her her/his designate, of the nature and circumstances of the accident.

17.07

Employees who are required to regularly work directly with video display terminals (VDT's) shall do so under the following conditions:

- (a) Employees are entitled to have their eyes examined by an ophthalmologist of the employee's choice:
 - i) once per year for employees over forty (40) years of age;
 - ii) once every two (2) years for employees under age forty (40).
- (b) Leaves of absence with pay shall be granted to have such tests and the Employer Vancouver Co-operative Radio shall cover costs of such tests where not covered by insurance.

17.08

A pregnant employee who works with VDT's and who does not wish to work with VDT's while pregnant, and where such duties cannot reasonably be reassigned, will be considered to be on a leave of absence without pay until she qualifies for maternity leave.

ARTICLE 18 - CONTRACTING OUT

18.01

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 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 19 - DEFINITIONS

19.01 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) Every new employee shall receive as a minimum a performance evaluation during the second (2nd) month of the probationary period.

- (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 he/she has been appointed.

19.02 Regular Employee

A regular employee is an employee who has successfully completed probation and works on a continuous basis with whatever hours are available according to the position he/she holds.

19.03 Temporary Position

A temporary position is a position which covers the work of a regular employee for a specific duration. examples: Maternity/parental leave, other leaves of absences.

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.

APPENDIX "A" - WAGES

Regular Employee

May 15, 2009	\$0.30 wage increase
May 15, 2010	\$0.30 wage increase
May 15, 2011	\$0.30 wage increase

Signed this day of 2009.

FOR THE BOARD:

Marc Lindy

FOR THE UNION:

Leela Chinniah

Frank Sobczak

LETTER OF UNDERSTANDING

Between

VANCOUVER CO-OPERATIVE RADIO

And

CAW-CANADA LOCAL 3000

Re: Job Descriptions

The parties agree that job descriptions as developed by staff and the Board will be part of the Collective Agreement.

The parties further agree that job descriptions shall be reviewed and, if necessary, amended not less than once a year and not later than November 30th of every year.

Signed this day of , 2009.

FOR THE BOARD:

Marc Lindy

FOR THE UNION:

Leela Chinniah

Frank Sobczak

LETTER OF UNDERSTANDING

Between

VANCOUVER CO-OPERATIVE RADIO

And

CAW-CANADA LOCAL 3000

Re: Disclosure of Personal Information to the Union

Both parties recognize that in order to fulfill its obligations as the exclusive bargaining agent for members of the bargaining unit, the Union will require the disclosure by the Board Employer of personal employee information. The parties agree that the disclosure of such information to the Union does not violate the *Personal Information Protection Act of British Columbia*.

The Union agrees that it will use such information for the sole purpose of carrying out its duties and obligations as a representative of the employees and that it will use and maintain the information in a manner consistent with the Union's internal privacy policy.

Signed this day of , 2009.

FOR THE BOARD:

Marc Lindy

FOR THE UNION:

Leela Chinniah

Frank Sobczak

LETTER OF UNDERSTANDING

Between

VANCOUVER CO-OPERATIVE RADIO

And

CAW-CANADA LOCAL 3000

Re: Fundraising Positions

Up to 15 hours per week increase in staff time for the life of the agreement.

Signed this day of , 2009.

FOR THE BOARD:

Marc Lindy

FOR THE UNION:

Leela Chinniah

Frank Sobczak