

Term of this collective agreement is from the date of ratification, March 9, 2019 to January 30, 2022

## **COLLECTIVE AGREEMENT**

**Unifor**

**-and-**

**San Lorenzo Latin American Community Centre**

### **ARTICLE 1 - RECOGNITION**

**101**

The Employer, San Lorenzo Latin American Community Centre, recognizes Unifor (hereinafter "the Union") as the exclusive bargaining agent for all employees at its radio station, excluding the Office Receptionist, the Administrator and persons above the rank of Administrator.

#### **102 Gender References**

In this Collective Agreement gender references to male or female employees apply equally to all.

### **ARTICLE 2 - DUES DEDUCTION**

#### **201 Union Membership Required**

All employees in the bargaining unit who were members of the Union on the date of the coming into effect of this collective agreement or who join thereafter, shall as a condition of continued employment, be required

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to maintain their membership in good standing in the Union in accordance with its constitution and by-laws for the duration of the Agreement.

**202**

All current employees shall become union members forthwith and all future employees shall become union members within twenty (20) days from the date of the commencement of their employment.

**203**

The Union agrees that it will admit to membership and retain in membership any employee in the bargaining unit, subject to the constitution of Unifor and the by-laws of the Union.

**204 Payment of Regular Union Dues**

The Employer shall deduct the regular Union dues from the employment earnings (excluding severance payments) of each employee in a pay period in accordance with the Constitution of the Union which may be amended from time to time by the Union. The Union shall provide the Employer with the formula for the union dues deduction forthwith following the effective date of this Agreement. The deducted dues shall be remitted to the Unifor Local 87-M on no later than the fifteenth (15th) day of each month following the month in which the deductions are made with a statement showing the names of the employees from whom deductions have been made and the amount deducted.

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**205**

The Union shall indemnify and save harmless the Employer, including agents and persons acting on its behalf, from any liability, claims or actions in any way connected with the deduction of Union dues and general assessments.

**206 Union Dues – General Assessments**

The Employer agrees to deduct general assessments as required by the Union in accordance with the provisions of its Constitution and to remit the total of individual deductions by cheque to the Treasurer of the Union before the end of the month following the month in which the deductions for general assessments have been made. The Employer shall, when remitting general assessments, provide a list of the names of the employees from whose pay such deductions have been made.

**207 Information for New Employees**

The Employer shall advise new employees and employees who are transferred into the bargaining unit that a Collective Agreement is in effect and of the provisions of the Agreement with respect to deduction of Union dues and general assessments and also advise such employees of the name of the Union's Unit Chairperson. The Employer shall advise the Union in writing when an employee is hired or transferred into the bargaining unit.

**208 Unifor Social Justice Fund**

- a) The Employer shall, in each pay period, deduct \$0.01 per hour for all regular hours worked from the wages of employees covered by this Collective Agreement.

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- b) The monies so deducted shall be remitted to the charitable foundation known as the Unifor Social Justice Fund no later than the 31<sup>st</sup> of December of each year. The Employer shall also include with the remittance the name of the employees and the amount of money for whom contributions have been made to enable the Fund to remit charitable receipts to the employees.
- c) The first deduction for the Fund will be made in the fifth (5<sup>th</sup>) week following the ratification of the Agreement.
- d) It is understood that participation in the program of deductions set out above is voluntary. Employees who do not wish to participate must so inform the Employer within thirty (30) days of the ratification of the Agreement or within thirty (30) days after being hired.
- e) All such employee contributions to the Social Justice Fund shall be recorded on the employee's T4 Form.

### **ARTICLE 3 - UNION REPRESENTATION**

#### **301 Union Stewards and Officers**

Upon notification in writing by the Union, the Employer shall recognize one steward for every twelve employees to provide assistance to employees. Stewards shall not be remunerated by the Employer for such assistance if the duration of the assistance exceeds the length of time that employees would normally be allowed to discuss non-union matters without penalty. Union-related work and assistance for a period longer than set out in the preceding sentence shall not be performed on the employer's premises or during working hours.

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**302**

The Union agrees that stewards have their regular work to perform on behalf of the Employer. A steward shall not perform union-related work, including leaving their regular duties to assist an employee in connection with a grievance or concern or attend a meeting with the Employer, without first obtaining permission from the Executive Director or such other managerial employee as shall be designated by the Employer. Such permission shall not be unreasonably withheld, but the Employer shall have regard to the nature of the

Employer's radio broadcasting obligations, broadcasting schedule and CRTC mandate. When requesting such permission, the steward shall indicate the length of the expected absence from regular work duties and shall report their return to work forthwith. The steward shall not be remunerated by the Employer for such union-related servicing work.

**303 Union Communications**

The Employer shall permit the Union to post notices on one bulletin board for union communications directed to employees about matters pertaining to the collective agreement or the Union's internal activities. The bulletin board shall be hung on a wall near or in the area of the radio station workplace.

The employer's equipment, including its server and email capability and software, shall not be used by employees for any personal or other communications that are not directly related to the business of the Employer, including union communications about the collective agreement or the grievance procedure or the work of stewards, save in connection with an initiating communication. It is acknowledged that the Employer's server and its contents and the desktop equipment used by employees in the workplace or provided to employees and their contents may be accessed and reviewed by the Employer and that employees do not have any expectation of privacy respecting any such communications on the Employer's server and communications equipment.

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**304 Union - Employer Committee**

Union - Employer Management meetings for the purpose of discussing matters of mutual concern, shall not be held during working hours unless mutually agreed. However, if the Employer requests such a meeting be held during working hours, it shall be held during daytime hours and employees shall be paid their regular non-overtime rate of pay. The parties shall endeavour to provide each other with agenda items one week prior to any such meeting. Unifor's representative who is a non-employee but who services the bargaining unit for Unifor will be invited to all such meetings.

**305 Union Meetings**

The Employer shall permit the employees in the bargaining unit and the stewards to hold Union meetings, including Union elections at the workplace, upon request and approval will be subject to the availability of suitable space and the operational requirements and provided there is no consequential disruption to the activities, affairs or business of the Employer including respecting its other community activities and provided there is written notice to the Employer of not less than 14 days or such lesser amount of time as the Employer may agree. No employee shall be remunerated for attendance at any such meeting.

**ARTICLE 4 - MANAGEMENT RIGHTS**

**401 Management Rights**

**401.1** The Union acknowledges that it is the exclusive function of the Employer to hire, promote, demote, transfer and suspend employees and also the right of the Employer to discipline or discharge any employee for cause, provided that a claim by an employee, who has acquired seniority, that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.

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**401.2** The Union recognizes the right of the Employer to operate and manage its business, control its properties and maintain order on its premises in all respects in accordance with its commitments and responsibilities. The location, number and size of plants, the direction of the working forces, the amount and type of supervision necessary, the number and types of machines and technical equipment, procedures and standards of operations, the content of programs, judgment and final evaluations of personnel qualifications, the right to decide on the number of employees needed by the Employer at any time, operating schedules and the selection, procurement, design and engineering of equipment which may be incorporated into the Employer's plant, including the change of any or all of the foregoing from time to time, control over all operations, building, machinery, equipment and employees, and the right to subcontract, are solely and exclusively the responsibilities of the Employer.

**401.3** Before implementing new rules and regulations directly affecting the general working conditions the Employer will inform the Union of such proposed rules and regulations.

**401.4** The parties recognize that broadcasting requires the continued maintenance of high standards and performance which, with respect to the "On-Air" employees, are not capable of definition in solely objective terms. The parties therefore agree that, subject to the provisions of Article 401.5, the Employer reserves the right to dismiss or reassign an employee who, in its opinion fails to achieve such standards of performance. Such rights shall not be exercised in an arbitrary or discriminatory manner and not sooner than fifteen (15) days after an employee has been warned at least twice by written notice (which notice shall describe in reasonable detail the manner in which such employee is alleged to have fallen short of such standards of performance). The Employer shall use its best efforts to give direction and assistance to such employee to achieve such standards of performance and such an employee shall be given four weeks or such longer period as may be agreed between the Union and the Employer to address the Employer's concerns. Such right to dismiss or re-assign an employee shall not be used as a disciplinary measure and shall be in addition and not in substitution for its rights to apply discipline, which may only be exercised for just cause.

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**401.5** The management rights of the Employer as above set forth, excepting only as they relate to control of the Company's properties and the maintenance of order on its premises, shall be exercised in all respects in accordance with the terms of this Agreement.

**402 Restrictions on Performance of Bargaining Unit Work**

The Employer shall not assign or allow work to be done by any persons outside of the bargaining unit, including volunteers and contractors, if doing so would directly or indirectly result in the lay off from employment or in the reduction of hours or compensation of any bargaining unit employee.

For clarity, persons outside of the bargaining unit, including volunteers and contractors, shall not perform the work of a bargaining unit employee; but there is no prohibition on such persons outside of the bargaining unit performing the same or similar work to work performed by a bargaining unit employee provided doing so does not directly or indirectly result in the lay off from employment or in the reduction of hours or compensation of any bargaining unit employee.

In the event a permanent employee resigns their employment following the date of ratification of this collective agreement, the Employer shall make reasonable efforts to advertise for candidates and interview prospective candidates in the normal course, hire a replacement permanent bargaining unit employee, or assign the resigning permanent employee's regular hours to another permanent full-time or part-time or casual bargaining unit employee, or assign the hours in question to a volunteer on a temporary basis. In this paragraph "assign the hours in question to a volunteer on a temporary basis" means for a period not to exceed 26 weeks or for such longer period as may be required where the Employer is unable to find a new hire who meets the Employer's qualifications to perform the available bargaining unit work or the Employer cannot afford to hire a replacement employee to perform the available bargaining unit work in which case the Employer shall review the financial circumstances with the Union. It is understood that under no circumstances is the Employer required to hire any person who does not meet the Employer's qualifications to perform the available bargaining unit work.



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**403 Students**

The Employer shall not employ student interns where doing so directly results in the lay off or in the reduction of working hours of an employee but there is no limitation on the use of student intern volunteers for preparation time assisting on-air hosts as contemplated in article 1401.1 below.

**404 Freelance**

The Employer shall not broadcast programming submitted by paid independent contractors (also known as "freelancers") where doing so directly results in the lay off or in the reduction in working hours of an employee.

**404.1**

It is expressly acknowledged that assignments by the Employer to volunteers to perform work that is substantially the same as work performed by bargaining unit employees is not restricted by any of the terms of this collective agreement. A "volunteer" is a person accepted to perform or to be trained to perform assignments of any nature whatsoever in connection with the activities and objectives of the radio station and who is not paid for such efforts by the Employer.

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## **ARTICLE 5 - NO STRIKE, NO LOCKOUT**

### **501**

The Employer agrees that during the term of this Agreement there will be no lockout as defined by the Canada Labour Code. The Union agrees that during the term of this Agreement there will be no strike as defined by the Canada Labour Code.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

### **601 Complaints and Grievances**

An employee shall have the right to grieve any complaint arising from the application, interpretation, administration or alleged violation of this Agreement. It is understood that nothing contained in this Article is intended to preclude the informal discussion and review of employee concerns or complaints between employees and the Executive Director.

### **602 STEP 1**

It is the mutual desire of the parties hereto that grievances of employees be adjusted as quickly as possible. If an employee has a grievance it shall be reduced to writing and signed by the grievor with sufficient particulars to enable the Employer to understand what section(s) of the collective agreement is alleged to have been violated, the remedy sought, a brief recitation of material facts upon which the grievor relies. Thereafter the grievor as soon as possible shall provide such further information and documents as may be of assistance to bring the matter to an amicable mutual resolution, such as any special facts or circumstances that may have been unknown to the Employer. The written grievance shall be provided to

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the Executive Director within fourteen (14) days of when the circumstances giving rise to the grievance were known to the grievor or should reasonably have been known to the grievor and this in order to give the parties an opportunity to resolve the matter at a Step 1 meeting to be scheduled by the Executive Director or her designate. The Step 1 meeting shall be attended by the grievor and may be attended by the union steward and by the Executive Director or her designate. The Employer shall respond to the grievance in writing within three (3) days after the Step 1 meeting.

#### **603 STEP 2**

Failing resolution at Step 1, the grievance may be advanced in writing by notice from the Union to the Employer within seven (7) days of the Employer's answer at Step 1 failing which the grievance is deemed abandoned. Upon timely referral to Step 2, the Executive Director shall schedule a Step 2 meeting within five (5) days of the receipt of the notice and the grievor, in the case of an individual grievance, shall attend the meeting along with the Executive Director or her designate and the Union's Staff Representative and steward shall be invited to attend as well. The Employer may have such assistance at the Step 2 meeting as she considers necessary. The Employer will give the Union a decision in writing within five (5) days following the Step 2 meeting and will provide a copy to the grievor.

#### **604**

In the event the grievance has not been resolved, the grievance shall, by notice in writing to the Employer within ten (10) days of the date of the decision of the Employer at Step 2, be referred in writing to arbitration/binding mediation by the Union, as hereinafter provided.

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### **605 Arbitration/Binding Mediation**

Any matter referred to arbitration/binding mediation, including any question as to whether a matter is arbitrable, shall be determined by an arbitrator/binding mediator listed as follows and a matter shall be referred to such persons in seriatim: Larry Steinberg, Janice Johnston, and Stephen Raymond.

In the event that none of the arbitrators listed above is available in a reasonable period of time, the matter shall be referred to an independent arbitrator mutually agreed upon between the parties.

The Arbitrator/binding mediator shall hear and determine the matter and shall issue a decision or confirm a mediated settlement in writing. The decision shall be final and binding upon the parties and upon any employee affected by it. For clarity, it is agreed that no lawyers shall represent either party in the course of such arbitration/mediation unless both parties agree to an exception to this. Further, it is agreed that the arbitrator/binding mediator may determine the procedure, including and without limiting the generality of the foregoing, measures intended to control costs, expedite and streamline the process as s/he considers just and reasonable such as requiring that written statements of fact, will-say statements, etc., be prepared and exchanged in advance of the commencement of the process before her.

### **606**

The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator/binding mediator. Unless impracticable, it is agreed that the hearings/mediation shall be scheduled at the Employer's premises, without incurring any rental charge. Unless directed by the arbitrator/binding mediator, there shall not be any stenographic transcript of the hearing. In the event the arbitrator/binding mediator consents to a request by either party to prepare a stenographic transcript of the hearing, a copy of the transcript shall be provided to the other party without charge and the party seeking

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the stenographic transcript shall be responsible for all costs and expenses related to the obtaining and distribution of such transcript but such transcript does not form part of the 'record' of the proceedings.

**607**

It is agreed that the time limits set out with respect to the steps in the grievance procedure and with respect to arbitrations/binding mediation are mandatory and are not directory. A failure by either party to adhere to the time limits set out herein shall result in the forfeiture of the grievance in the case of the union or in the allowing of the grievance in the case of the Employer. The time limits imposed upon either party may be extended by mutual agreement in writing. A request for an extension of a time limitation made prior to the expiry of such time may be denied by the party responding to such request.

**608**

Where the arbitrator/binding mediator determines that a disciplinary penalty or discharge is excessive, she may substitute such other penalty for the discipline or discharge as she considers just and reasonable in all the circumstances.

**609 Employer Grievance**

The Employer shall have the right to file a grievance in writing signed by the Executive Director and file it with the Union within fourteen (14) days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the Employer and the provisions above at Step 1 and Step 2 apply, with necessary modifications.

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**610 Policy Grievance**

The Union and the Employer shall both have the right to file a grievance with the other in writing within thirty (30) days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the grieving party. A settlement meeting will be held within seven (7) days of the presentation of the grievance and if the matter is not then resolved it shall be referred to arbitration/binding mediation as provided above with all necessary modifications.

**611 Dismissal Grievance**

Grievances involving the discharge or discipline of an employee may be submitted at Step 2 of the grievance procedure.

**612 Group Grievance**

If two (2) or more employees have the same individual grievance arising out of the same circumstances and based on the same incident and alleging the same violation of the collective agreement, such grievances may, on consent of both parties, be combined and treated as a single Group Grievance.

**613 Definitions**

For the purpose of this Agreement, "day" means Monday through Friday and "grievance" means any complaint arising from the interpretation, application, administration or alleged violation of this Agreement.

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## **ARTICLE 7 SENIORITY & LAYOFF PROCEDURES**

### **701 Seniority Defined**

Seniority for the purpose of layoff and recall from layoff shall mean the total number of full or part time hours of an employee, whether permanent or casual of continuous employment in the bargaining unit from the date of hire.

For vacation purposes, an employee's pre-employment hours of volunteer time shall be included in the calculation of the number of hours for vacation purposes in the event a volunteer becomes an employee, and where such number is not available, the Employer may count its reasonable estimate of the number of pre-employment hours of volunteer time.

### **702**

In the event that two or more employees have the same date of hire, the tie shall be broken with a coin toss.

### **703**

An employee who is in the bargaining unit but who then transfers to a position with the Employer outside the bargaining unit for a continuous period of employment, and then without interruption of employment with the Employer returns to the bargaining unit, shall, for on one occasion only, be credited with their hours for all seniority purposes including for vacation, for the period of time employed outside of the bargaining unit,

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provided a monetary payment is paid to the Union for union dues forthwith for the period of time the employee was employed outside of the bargaining unit.

**704 Previous Casual Service**

In the event a casual bargaining unit employee listed as such on the Employer's casual bargaining unit employee listing which shall be provided to the Union and updated from time to time, becomes a permanent bargaining unit employee, for all seniority purposes she shall be credited with the number of hours of service worked when she was listed as a casual employee.

**705 Seniority List**

The Employer shall prepare a seniority list showing the seniority date of each employee in the bargaining unit. An up-to-date copy of the seniority list shall be sent to the Union every twelve (12) months, beginning in the month following ratification of this Agreement.

**706 Loss of Seniority**

A person shall lose all seniority and shall be deemed to have terminated employment with the Employer if she: (a) retires or quits the employ of the Employer; or

(b) is discharged; or

(c) is absent for three (3) consecutive working days unless a satisfactory reason is given to the Employer;  
or



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- (d) fails to return to work upon termination of an authorized leave of absence or fails to utilize a leave of absence for the purpose indicated at the time the leave of absence was granted unless a satisfactory reason is provided to the Employer; or
- (e) is absent due to layoff for more than 18 consecutive months or;
- (f) fails to notify the Employer of his or her intention to report for work within ten (10) days from the date of delivery by courier of a notice of recall to their last place of residence known to the Employer and to their last known email address, on the date set by the Employer which shall not be less than fourteen (14) days from the date of the delivery of the notice and email, unless a satisfactory reason is provided to the Employer; or
- (g) fails to report to work after being recalled from layoff on the date set by the Employer, unless a satisfactory reason is given to the Employer.

**707 (a) Layoffs**

The Employer may initiate involuntary layoffs of employees for reasons including the employer's financial circumstances (including a significant reduction in advertising revenue), increased productivity, technological advancements, organizational change or efficiencies, denial of new or continuing financial support from granting agencies or individuals, or reduction in regulatory requirements. In any such circumstances, and before any layoff is effected, the Employer will inform the union at least 14 days in advance of the planned date of layoff(s) and will discuss with the union other means of effecting necessary economies, changes or efficiencies and will give reasonable consideration to proposals from the union in this regards to offset the need for or the extent of the layoff(s). The Employer shall also send to the union a copy of the layoff notice sent to the affected employee.

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**707 (b) Voluntary Resignations Solicited**

Once a notice of layoff has been issued to an affected employee, the Employer shall post the notice of layoff and shall solicit requests for voluntary resignations. Employees must submit a request for voluntary resignation within one (1) week of the posting of the notice. If the Employer accepts such a voluntary resignation(s), such employee will be eligible for one week of payment for every 12 months of employment and such employee will forfeit all rights to recall.

Nothing herein affects the Employer's discretion to seek voluntary resignations at any time and to offer the termination payment set out above.

**708 Maximized Use of Vacancies**

Prior to being laid off, the affected employee shall be offered the opportunity to be placed into any bargaining unit vacancy, if any, for which she can demonstrate she has the skills, experience, educational qualifications and proven ability, provided that the vacancy has not already been posted at the time of such offer.

**709 Notice to Individuals**

In the event of a layoff, the Employer shall mail and/or give the employee concerned a written notice of termination of employment, or pay in lieu of notice, for the required number of weeks in accordance with Part III of the Canada Labour Code, as amended from time to time.

**710 Layoffs by Reverse Seniority**

Layoff of any employee shall be based upon reverse order of seniority. The Employer and the Union may agree to modify layoff procedures in order to address operational requirements.

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**711 Bumping**

An employee in receipt of a notice of lay off may bump into a position held by a more junior employee provided the employee bumping has the demonstrable skills, experience, educational qualifications and proven ability to perform the work of the more junior employee.

Any employee wishing to bump a more junior employee must indicate to the Employer their intention to do so in writing within 5 days of receiving her notice of layoff.

**712 Wage Rate after Bumping**

An employee who bumps into another position shall be paid the then applicable rate of pay for that position.

**713 Seniority While on Layoff**

During layoff, seniority shall not be broken for the recall period of eighteen (18) months but shall not accrue.

**714 Recall to Employment**

Recalled employees shall be offered reinstatement to employment where possible in the position they held prior to the layoff, on the basis of their seniority in reverse order of their layoff, provided they continue to have the skills, experience, educational qualifications and proven ability to perform the work.

Notification of recall shall be by letter addressed to the affected employee's last known address, and last known email address, on the Employer's records and the Employer shall send a copy to the Union.

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Under no circumstances will the recall to employment after layoff extend for a period longer than eighteen (18) months from the date of the giving or mailing of the notice of layoff to the employee by the Employer.

## **ARTICLE 8 - LEAVES OF ABSENCE**

### **801 Personal Leave**

The Employer may grant an employee's application for unpaid personal leave of absence. The Employer shall exercise its discretion fairly. The Employer shall comply with the applicable leave provisions in the Canada Labour Code Part III.

### **802 Union Leave**

The Employer will grant a leave of absence without pay to one employee selected by the Union for the purpose of performing union business which includes attending union educational programs for a period from two to five consecutive days in a calendar year upon not less than four weeks written notice by the Union to the Employer or for longer or more frequently as the Employer may approve and this leave shall be subject to the Employer's evaluation and determination of its operational requirements.

In addition, for a union leave of absence for the same purposes but for a single day, and for not more than four (4) such leaves in a calendar year, and upon not less than three weeks written notice by the Union to the Employer, the Employer shall grant such one day union leaves.

### **803 Political Office**

Employees who wish to run for public office in a municipal, provincial or federal election shall obtain from the Employer an extended leave of absence without pay for a period up to three months. If the employee is

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or is not elected and does not return to work following the election, the employee's employment will be considered a deemed quit unless the Employer elects to maintain the employee on its payroll as an employee on extended leave of absence without pay. Seniority shall not accrue during any such leave of absence or extended leave of absence.

#### **804 Full-Time Union Employee or Officers**

The Employer shall grant one employee at a time a leave of absence without pay of not less than 24 months to work in an official full-time capacity as an employee of or as an elected officer of the Union. During this union leave of absence, the employee will continue to accrue seniority. The Union and the employee shall both give the Employer one (1) month of written notice of such union leave, including the start date and the end date.

#### **805 Professional Leave**

The Employer may grant an employee an extended leave at its discretion without pay or the accumulation of seniority for up to one (1) year, for educational or professional purposes, none of which may be in competition with the Employer. The Employer shall consider both operational requirements and employee interests in its consideration of such request. The first part of such leave will consist of all unused vacation and accumulated overtime. An extended leave may be renewed upon agreement between the Employer and the employee for an additional period of up to one (1) year. The Employer will use its best efforts to return the employee to the same or a comparable job on her return from such leave.

#### **806 Effect on Seniority**

The following conditions apply to leaves of absence in excess of one (1) month's duration granted under this Agreement other than union, maternity, adoption and paternity leaves of absence:

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- (a) there will be no loss of seniority or benefits as accrued to the beginning of such leaves, however seniority shall not accrue and benefits shall cease during such leaves;
- (b) during such leaves no short term sickness payments shall be owing;

**807 Family Responsibility Leave**

During each calendar year and on a non-cumulative basis, an employee may take up to four (4) days' leave of absence without pay as a result of an emergency, an unforeseen event that has arisen suddenly and without advance indication or planning and that affects the employee's family member as defined in Article 901. The employee must report the reason for such leave(s) to his or her immediate supervisor. If an employee takes any part of a day as a leave under this section, the Employer may deem the employee to have taken one day's leave on that day.

**808 Family and Emergency Leave under the Canada Labour Code**

The Employer shall comply with all applicable family and emergency leave provisions under Part III of the Canada Labour Code.

**9.0 Bereavement Leave under the Canada Labour Code**

The Employer shall comply with all applicable bereavement leave provisions under Part III of the Canada Labour Code.

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## **ARTICLE 10 - JURY AND WITNESS LEAVE**

### **1001**

Should an employee be required by court order or by summons or subpoena provided to the Employer, on his or her regular work day to report for jury duty or testify before an administrative tribunal, court of law, coroner's inquest, Parliamentary Inquiry, or Royal Commission, excluding any matter between the Union and the Employer or between an employee and the Employer or between the Union and an employee, the employee may be paid at the Employer's discretion at her regular rate of pay for lost hours or the Employer may at the Employer's discretion schedule the employee to work at different hours in an effort to schedule paid hours in replacement of the lost unpaid hours.

## **ARTICLE 11 - PREGNANCY AND PARENTAL LEAVE**

### **1101 Leave Granted**

Pregnancy and parental leave shall be granted in accordance with the provisions of Part III of the Canada Labour Code.

## **ARTICLE 12 - HEALTH AND SAFETY**

### **1201 Health and Safety**

The Employer shall make all reasonable efforts to maintain a healthy and safe workplace. The Union may appoint one (1) representative (and one alternate) to the Employer's Joint Health and Safety Committee ("Committee") for the bargaining unit.

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The Employer shall take all reasonable efforts to ensure that reasonable health and safety measures are in place in the event of a construction or renovation project in the workplace and the Employer shall consult with employees to ascertain their concerns and needs.

#### **1202**

The employee representative on the Committee will receive her regular hourly wage for time lost from scheduled work, if any, for attending meetings of the Committee.

### **ARTICLE 13 - INFORMATION**

#### **1301 Annual Information for Union**

The Employer shall supply the Union once every twelve (12) months, commencing in the month following ratification of this Agreement, with a list containing the following information for each employee in the bargaining unit:

- (a) name, address and phone number;
- (b) date of hire, regular hourly rate and employee status.

#### **1302 Information Regarding New Hires**

Within four (4) weeks after the hiring of a new employee, the Employer shall furnish the Union in writing with the information specified in Section 1301.



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**1303 Monthly Information: Updates & Changes**

The Employer shall supply the Union with a list containing changes in the following information in the month when the change occurs: names of employees leaving the bargaining unit or taking leaves of absence without pay, and the effective date; (b) changes in employees' addresses made known to the employer, salary, status, or return from a leave of absence without pay, indicating the effective date of the change.

**ARTICLE 14 - HOURS OF WORK**

**1401 Work Week**

The normal work week for full-time employees is forty (40) hours per week over five days, including meals and break periods and the normal work day is eight consecutive hours. For the purpose of calculating the threshold for overtime entitlement, a work day or work week does not include those hours normally scheduled but not worked because of the employee's absence for any leave of absence  
The normal work week for part-time employees is up to twenty-five (25) hours per week, and the normal work day for part-time employees is up to six (6) hours per day.

**1401.1 Preparation Time**

- (a) On air hosts shall be paid one and a half (1.5) hours for preparation time per show; or
- (b) Volunteers shall be assigned by the Employer to assist on-air hosts with the preparation of content, whether such assistance is provided by the presence of the volunteer at the Employer's radio offices or via email or other methods of communicating by the assigned volunteers with the on air hosts, and whether or not the assistance by the assigned volunteer is actually used by the on-air host.
- (c) In the case of (b), above, the on-air host shall only be paid one (1) hour for preparation time per show.

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- (d) On-air hosts shall communicate their program content requirements to the volunteer assigned to them, and review with the assigned volunteer how to assist the on-air host in the preparation of that content, under the supervision of the Employer.

#### **1402 Consecutive Days Off**

The Employer shall normally schedule employees for two consecutive days off in each work week except for overtime shifts. In exceptional business circumstances, the Employer may schedule non-consecutive days off, taking into consideration the requirements and efficiency of operations and the wishes of the employees concerned.

#### **1403 Overtime**

All hours required and authorized by the Employer and worked by an employee in excess of eight consecutive hours in a day and 40 hours in a week over 5 days shall be considered overtime and shall be paid at the rate of time and one-half.

At the request of the Executive Director or the Radio Manager and with either of their written approval, employees shall work and shall be paid at their regular rate, or at their overtime rate if applicable, for the following Employer authorized assignments:

- Special event coverage organized by SLLACC;
- Mandatory workshops, staff meetings (not during working hours), training sessions;
- Remote coverage to promote radio clients during weekends;
- Translation services during on-air segments;
- Locution or voice-over recordings for commercial advertisements;
- Website maintenance services;

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- Videographer services;
- Any other authorized assignments.

For clarity, it is agreed that employees will not be paid unless attendance is authorized in writing as aforesaid and employees are not obliged to attend assignments unless authorized in writing, but they may do so as volunteers.

#### **1404 Compensating Time Off**

- (a) Employees may elect to be compensated for authorized overtime worked either in cash or in time off and the Employer may consent to such election having regard to operational requirements and its finances, failing which consent the employee shall either be paid in cash or granted time off as the Employer shall determine and, in either case, to be calculated at the appropriate contract rate for the overtime worked. When an employee requests to be compensated for overtime worked in time off and the Employer agrees, such time off shall be arranged at a time agreeable to both the Employer and the employee within 90 days or longer if mutually agreed, following the date upon which the overtime payment election was made. If it is not possible to arrange such time off at the mutual convenience of the Employer and the employee within the aforementioned time frame, the employee shall be compensated for the overtime worked in cash.

#### **1405 Fair Distribution of Overtime**

The Employer will endeavour, as far as possible having regard to operational requirements, to distribute opportunities for overtime in a fair manner.

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**1406 (a) Call-In Pay**

A full-time employee called back to work at the end of a day of work shall be guaranteed at least four hours pay at their overtime rate whereas a part time employee called back at the end of a day of work shall be guaranteed at least two hours pay at their regular rate. An employee shall be considered called back to work when she is required to report to the office or other locale, but shall not be considered called back to work in response to a telephone call to impart information to the Employer. However, should the employee be required to make further immediate business telephone calls as a result of the telephone call from the Employer, the employee shall be entitled to a minimum of one hour of pay at the overtime rate for a full time employee and one hour of pay at their regular rate for a part-time employee.

**1406 (b)** An employee required by the Employer to be on-call shall be paid a minimum of three hours at their regular rate.

**1407 Notice of Work Day Schedules**

- a) The Employer shall post changes in work schedules of days and/or hours for employees at least two weeks in advance of the week for which they apply.
- b) Work schedules may be changed in order to satisfy operational requirements and affected employees will be advised in advance of the change as early as reasonably possible either directly by telephone or by email or by a workplace posted notice. If an employee is required to work on what otherwise would have been a scheduled day off and less than seven (7) days' notice of such change is provided to the employee, he or she shall receive overtime premium for all work performed on that day unless the change has been made by mutual consent of the employee and the Employer.

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**1408 Rest Periods**

The Employer shall provide and schedule break periods in a manner that is consistent with good health and safety practices and its operational requirements. On-air staff shall be allowed five (5) minutes of break time per hour of on-air work; for example the 5 minutes may consist of filler content.

**1409** It is understood that the Employer shall make reasonable efforts to seek agreement from other employees to replace an employee's starting time, on a temporary basis, before implementing the change in starting time.

**1410 Mini - remotes**

Employees who agree to perform mini-remotes shall be paid their regular hourly wage for such remote assignments, including a reasonable period for travel to and from the location of the assignment and such preparation time for such work as may be agreed between the Employer and the employee.

**ARTICLE 15 - JOB VACANCIES, PROMOTIONS, AND TRANSFERS**

**1501 Posting of Job Vacancies**

The Employer will post notice of all permanent vacant positions within the bargaining unit for a period of seven (7) calendar days and agrees to consider a written application from any non-probationary bargaining unit employee received in that period. Any internal applicants shall be granted an interview prior to any external candidate and the Employer agrees to not interview external candidates until first consideration has been given to the applicant bargaining unit employee. The Employer is not required to consider any applicant who has, within the prior twelve (12) months successfully applied for a vacancy. Unsuccessful

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candidates for a posting, upon request, will be given an opportunity to meet with the Employer to review the reasons why they were not awarded the vacancy.

The Union will consider employer requests for all of these requirements to be waived in respect of postings for all permanent vacant positions and such requests will not be unreasonably denied.

The posting requirement for all casual permanent vacancies are exempted from this clause.

**1502 (a) Job Opportunities**

In filling a job vacancy, the Employer must evaluate the ability of the candidates to perform the work. It is understood that "ability" includes a consideration of experience, qualifications and educational background of the candidates. If the ability of the leading candidates for the position are relatively equal, seniority shall determine the successful candidate

**1502 (b) Spots**

The Employer shall endeavour, whenever it considers it appropriate, to post a notice to inform employees of specific assignments ("spots") which the Employer intends to establish or which are not currently assigned and which the Employer intends to assign. Any employee who applies for such a spot within three (3) calendar days of the posting shall be given an interview before such spot is assigned. In the event the spot becomes a job opportunity, 1502 (a) applies. If no bargaining unit employee applies for such a spot, then it may be filled by a volunteer. In the event the spot is filled by a volunteer, it is not a job opportunity and 1502(a) does not apply.

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**1503 Return from Illness or Injury**

Where employees are medically able to return to work, the Employer shall abide by all obligations provided by law.

**1601 Just Cause**

No employee who has completed his probationary period may be disciplined or dismissed except for just cause.

**1602 Probationary Employees**

A full time employee will be considered on probation until she has completed 90 days of continuous employment with the Employer ("full time employee probationary period"). A part time employee shall be considered on probation until she has completed 180 hours of paid work (the "part time probationary period"). The purpose of the probationary periods is to provide a period of time to the Employer to evaluate the employee and for the Employer to provide feedback to the employee.

**1603 Human Rights, Harassment and Respect in the Workplace**

The Employer and the Union agree to comply with the Canadian Human Rights Act.

The Employer and the Union agree to comply with the Canada Labour Code provisions respecting health and safety in the workplace and all applicable statutory requirements concerning workplace harassment and violence in the workplace.

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**1604 Union Activity**

There shall be no discrimination against any employee because of lawful union activity. The Union and the Employer agree that no employee shall be discriminated against or harassed for reason of membership or non-membership in the union. For clarity, employees shall be allowed to discuss, or otherwise communicate, issues concerning the union in the workplace to the same extent as they are allowed to discuss and communicate issues concerning other non-work subjects.

**1605 Personnel Files**

Every employee shall have the right to inspect his personnel file, once a year or when an employee has filed a grievance. For the sake of clarity this does not include files or documents developed in connection with the grievance procedure. An employee shall have the right to review or make a copy of the personnel file in the presence of a representative of the Employer.

**1606 Disciplinary Interviews**

When dealing with an interview of an employee where there is a reasonable possibility that the employee may be disciplined, suspended or discharged, the Employer shall advise such employee that they may request the attendance of a Union representative. In doing so, the Employer agrees to make all reasonable efforts to inform the Union representative of the date and time of the scheduled interview and to reasonably accommodate the Union in the event the Union requests that the date and time be changed to accommodate the Union representative.



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**1607 Notice of Discipline**

Following a disciplinary interview as described in Article 1606, and where the Employer intends to discipline, suspend or discharge the employee, the Employer will ensure the employee and the Union are provided with written notice of such final action, including the general reasons for the disciplinary action. Where a final decision has not been concluded following the interview, the Employer shall render its final decision as soon as possible and will include with such decision the general reasons for the disciplinary action.

Nothing in this agreement shall prohibit the Employer from removing an employee from the workplace during the course of such investigation and/or contemplation of suspension or discharge action described above.

**1608 Copy to the Union**

Written notice of dismissal or discharge for cause shall be sent to the Union at the same time as notice is given to the employee.

**1609 Removal of Discipline**

It is agreed that written letters of warning and reprimand shall be removed or deemed to be removed from an employee's personnel file eighteen (18) months from the date of issue provided there has not been any issued discipline in the interim.

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## **ARTICLE 17 - VACATION**

### **1701 Amount of Paid Vacation**

Employees shall accrue vacation at a rate based on continuous service as identified annually on January 1<sup>st</sup> and vacation is required to be taken during the current calendar-based vacation year. For example, vacation earned between January 1, 2018 and December 31, 2018 would be taken between January 1, 2018 and December 31, 2018. The amount of vacation entitlement is in accordance with Part III of the Canada Labour Code.

### **1702 Where Paid Holiday or Illness Intervenes**

- a) An employee whose vacation time includes a recognized holiday(s) as defined in Article 1801 shall receive an additional day(s) of vacation to be taken at a time mutually agreeable between the employee and the Employer.
- b) An employee who is seriously ill or injured prior to commencing vacation may request the rescheduling of his vacation to a later date if the nature and severity of the employee's illness or injury will prevent the employee from making reasonable use of his vacation period and such request will not be unreasonably denied by the Employer. The Employer may require a satisfactory medical report verifying the nature, severity and duration of the illness or injury.

### **1703 Scheduling of Vacation**

Vacations shall be allocated in the month following March 31<sup>st</sup> of each year. An employee's vacation scheduling priority shall be determined by seniority provided the employee has made their request by March

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31<sup>st</sup>. Despite the preceding sentence, assignments over the December Holiday Season shall be done on a rotational basis and not based on seniority, but the order of the assignments shall be based on seniority.

Once all requests have been received by March 31<sup>st</sup>, the Employer will review and determine the vacation schedule taking into consideration operational requirements and the Employer shall post the approved schedule.

Vacation requests submitted after March 31<sup>st</sup>, shall be allocated on a first-come, first-served basis.

#### **1704 Carry-Over of Vacation**

It is the Employer's responsibility to ensure that vacation entitlement is scheduled and used within the vacation year, namely January 1 to December 31, by reminding employees of their annual vacation entitlement which the Employer shall do in January or February of each year. At that time the Employer shall request that employee vacations be scheduled with the Employer before March 31<sup>st</sup> of the year. By October 31<sup>st</sup>, employees who have not requested that their vacation be scheduled, shall be paid at the end of the calendar year vacation pay in accordance with the provisions of the Canada Labour Code.

With the Employer's written consent, and where there are exceptional circumstances, a period of vacation of not more than 5 consecutive days may be carried over to the next calendar year providing such days are used by March 31 of the next calendar year.

#### **1705 Vacation Credit Status Upon Termination of Employment**

As provided in article 1701, employees shall take vacation in the year they earn it with the understanding that if an employee leaves the employ of the Employer for any reason, other than involuntary layoff, and has not earned all the vacation time they have taken, the Employer will deduct such amounts from any

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outstanding monies. If the amount to be reimbursed is greater than the outstanding monies, the employee shall agree to reimburse the Employer with terms that are mutually acceptable.

If an employee is laid off for any reason and such employee has taken more paid vacation in that year than has been earned at the time of layoff, the employee is required to reimburse the Employer 50% of the unearned vacation from any outstanding monies, including severance pay. This does not apply to an employee who has elected to be laid off.

## **ARTICLE 18 - PAID HOLIDAYS**

### **1801 Paid Holidays**

Employees are entitled to the paid statutory holidays as set out in Part III of the Canada Labour Code.

### **1802**

Employees who are regularly scheduled to work on a paid statutory holiday but are not required to work will receive their regular pay for their hours on that day.

### **1804 If Holiday Falls Upon A Day Off**

An employee whose regular day off falls on a recognized holiday shall receive an additional day off at another date mutually agreeable between the Employer and the employee.

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**ARTICLE 19 Leave Protection, Severance and other benefits in Part III of the Canada Labour Code**

The Employer shall comply with the provisions of Part III of the Canada Labour Code, as amended from time to time.

**ARTICLE 20 - WORK RELATED EXPENSES**

**2001 Authorized Expenses**

The Employer shall reimburse an employee for all authorized expenses incurred in the service of the Employer. The travel by car reimbursement rate per km when an employee uses their own vehicle is \$0.40 per km.

**ARTICLE 21 – MISCELLANEOUS ISSUES**

**2101 (a) Radio Manager and Executive Director**

The Radio Manager and the Executive Director of the Employer are the Employer's officials who direct the employees. Members of the Board of Directors shall communicate directions to employees only through the Radio Manager and the Executive Director or their designates from time to time appointed by the Board of Directors and notice of such designations shall be forthwith posted. For clarity, it is agreed that the Script Reviewer, whether an employee or a volunteer, shall communicate directly with employees with recommendations.

**2101 (b) On-air Credits**

On-air credits shall be given in accordance with the normal practice and policies of the employer.

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## **2102 Liability**

If an employee is the subject of civil, criminal or administrative action as a result of the normal performance of his duties as an employee carried out in good faith and in accordance with legal and professional standards, the Employer shall maintain liability insurance to cover such legal action which shall include the cost of legal fees and disbursements incurred or which provide for subrogation by the insurance carrier and which insurance coverage shall save the employee harmless with respect to any financial liability. Legal counsel will be provided by the Employer or by the insurance carrier.

## **2103 Corrections, Apologies**

Except where defamation (libel or slander) or other legal action has been threatened or appears likely, the Employer will not publish or broadcast a correction or apology in respect of an employee's work, until a reasonable effort has been made to discuss the matter with the employee. To do this, the Employer shall attempt to contact the employee by telephone at home and at work, and by an email to the employee at his place of work prior to publication or broadcast of such correction or apology. It is acknowledged that there are strict timelines affecting liability requiring the Employer to respond with dispatch to such legal actions.

## **2104 Disclosure of Sources**

- a) No employee shall be required by the Employer to give up custody of or disclose any knowledge, editorial content, information, notes, records, documents, films, photographs or tapes or the sources thereof to any party other than the Employer save as may be required by law. The Employer agrees that the foregoing shall not be released to any other party without discussing the matter with the employee.

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- b) If the employee is proceeded against under law on account of his or her refusal to surrender or disclose or authenticate to any party other than the Employer and, only when the Employer concurs with the position of the employee in this matter, the Employer shall abide by Article 2102.

**2105 Outside Activity**

Employees shall be free to engage in any activities outside of working hours that do not negatively affect the legitimate commercial or reputational interests of the Employer in a significant way.

**2106 Educational Self-Improvement**

The Employer may decide to reimburse an employee, upon successful completion of an educational course, of 50% of tuition costs for educational courses directly related to his career or other jobs within the bargaining unit.

**ARTICLE 22 – WAGES**

1. For the period from April 1, 2018 to the date of ratification of this collective agreement by the Union and the Employer, the Employer shall pay a signing bonus for all employees equal to \$0.50 per hour worked in that period for employees on the payroll as at the aforesaid date.
2. Employees shall be paid \$17.00 per hour for the period from the date of ratification to January 30, 2020.
3. Employees shall be paid \$17.75 per hour for the period from January 31, 2020 to January 30, 2021.
4. Employees shall be paid \$18.50 per hour for the period from January 31, 2021 to January 30, 2022.

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5. The Radio Coordinator shall be paid a \$1.00 per hour premium.
6. Employee J. Bendezu' s salary as at the date of ratification of this collective agreement of \$18.00 per hour shall be frozen until January 31, 2021, when it shall increase to \$18.50 per hour along with other bargaining unit employees. Further, J. Bendezu shall receive a payment equal to 2.5% of his salary on January 30, 2020 for hours worked from the date of ratification to January 30, 2020 and another payment equal to 2.5% of his salary on January 30, 2021 for hours worked from January 31, 2020 to January 30, 2021, provided J. Bendezu remains employed on both of the stated payment dates.

#### **ARTICLE 23 - TERM OF AGREEMENT**

**2301** This Agreement shall become effective on the date of ratification by the parties hereto, whichever last occurs, and shall expire on January 30, 2022.

#### **2302 Renewal**

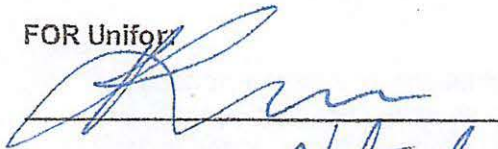
Within ninety (90) days prior to January 30, 2022, the Employer or the Union may provide written notice to the other to commence the negotiations for a renewal Agreement.



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Dated at the City of Toronto, this 9<sup>th</sup> day of March, 2019

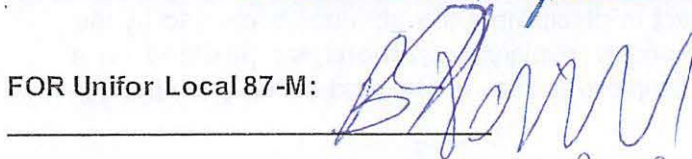
FOR Unifor



Position in Unifor

National Representative

FOR Unifor Local 87-M:



Position in Unifor Local 87-M

Local Representative

FOR San Lorenzo Latin American Community Centre



Position:

Board Member

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**Re: Women's Advocate**

The Employer shall make the workforce aware of community women's advocate services.

**Re: Paid Domestic Violence Leave Language**

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Employer and the Union agree, when there is adequate written reporting from a recognized professional (i.e., Doctor, Psychologist or Registered Counsellor such as a MSW), an employee who is in an abusive or violent situation will not be subject to discipline if the absence is caused by the abusive or violent situation, provided updated reasonably explanatory reports are provided on a regular basis with an estimated return to work date. Employees shall not be paid during such periods of absence.

**Re: National Day of Remembrance and Action on Violence Against Women**

The Employer agrees to allow employees one (1) minute of silence at 14:00 on December 6<sup>th</sup> of each year in memory of the women killed in the Montreal Massacre and another date with one (1) minute of silence commemorating a Latin American event of significance.