### **COLLECTIVE AGREEMENT**

Between:

**Bell Media** 

-and-

**Unifor and its Local 723M** 



June 1, 2022 - May 31, 2025

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Bell Media
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#### THIS AGREEMENT executed between

Bravo!, BNN, Digital Media, Fashion Television Channel, Gusto, MTV, Much, Space, E!, TMN, and CP24, which are all properties of Bell Media.

hereinafter referred to as the "Company",

Party of the First Part,

and

Unifor and its Local 723M

hereinafter referred to as the "Union",

Party of the Second Part,

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# ARTICLE 1 Intent

1.1 It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the fundamental principles of creativity and innovation in broadcasting and the utmost cooperation and friendly spirit between the Company and its employees, to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable resolution of grievances. To this end, this Agreement is signed in good faith by the two (2) parties.

1.2 It is recognized that the Company operates in a creative and innovative fashion, subject at all times to public judgment and regulatory authority, that creative work carries a creative responsibility and that the unique principles which are a part of the Company's history shall continue in the future, subject to the provisions of this Agreement. It is the intent of both parties that this Agreement support and reflect these goals.

### ARTICLE 2 Definitions

- **2.1** Employee The term "employee" as used in this Agreement shall mean any person employed in a classification included within the bargaining unit set forth in Article 2.2. It shall further include any person employed in any new job or classification created in the future which the parties agree is to be included within the bargaining unit. If the parties are unable to agree, the Company may submit the matter to the Canada Industrial Relations Board for a decision.
- **2.1.1** When the Company creates a new classification within the bargaining unit, the Company shall provide the Union with the following information in writing prior to the posting for the new classification:
  - a) Proposed job title;
  - b) Proposed wage group; and
  - c) Proposed general description of the duties and responsibilities

The Union shall advise the Company, within five (5) working days of receiving the information, of any disagreement with the pay level of the new classification. Postings for new

classifications will indicate that the job is a "newly created bargaining unit classification".

In the event the Union disagrees with the placement of the new job classification within an existing Wage Group provided under Article 16.5, the Union may file for arbitration within twenty (20) days following the notification of disagreement above and shall be governed by the applicable timelines in Articles 7.2.2, Step 4 with respect to the appointment of an arbitrator. The arbitrator shall determine the placement of the new job classification within an existing Wage Group under Article 16.5.

**2.2 Bargaining Unit** - The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees in the unit set forth in the certification of the Canada Labour Relations Board dated July 10, 1995 or any amendments thereto, as mutually agreed by the parties or as ordered by the Canada Labour Relations Board.

The parties have mutually agreed that Managers, those above the rank of Manager and employees of the Sales, Legal and Human Resources Departments are excluded from the Agreement. The other excluded positions are as follows:

- Accounting Supervisors
- Administrative Assistants
- Administrative Coordinator,
- Administrator Business and Regulatory Affairs
- Anchors and Talent (except CP24)
- Art Directors
- Art Director (Digital Media)
- Arts/Grants Promotion Officer (BRAVO!)
- Business Development Specialist
- Chief Financial Officer (CFO)

- Closed Captioning Supervisor
- Confidential Assistants
- Coordinating Producer
- Coordinator Media Campaign (Digital Sales)
- Creative Directors
- Creative Marketing Coordinator
- Creative Media Associate
- Creative Media Specialist
- Executive Assistants
- Executive Director Bravo! Fact
- Financial Analysts
- Hosts (except CP24)
- Independent Production Development Officer
- Managing Assignment Editor
- Managing Director (Digital Media)
- Managing Producer
- Managing Web Producer
- Marketing Coordinator Specialty TV
- Marketing Research Analyst
- Music Programmer Sr.
- News and Program Producers
- News Director
- On-Air Announcers (except CP24)
- Operations Supervisor/Technical Producer
- Operations Supervisors
- Payroll Clerks
- Producer News
- Producer / Director
- Program Operations Supervisor
- Program Producers
- Promotions Specialist
- Purchasing Supervisor
- Reporters (except CP24)
- Security Guard
- Security Representatives (Officers)

- Senior Copywriters
- Senior Creative Director
- Senior Floor Producers
- Senior Information Officers
- Senior Messaging Administrator (2)
- Senior Music Director (MM)
- Senior Music Programmer
- Senior News Director (News)
- Senior Producer
- Senior Producer/Creative Director
- Senior Program Executive
- Senior Research Analyst
- Senior Security Administrator (1)
- Supervising Assignment Editor
- Supervising Director
- Supervising Producer
- Supervising Producer/Director Commercial Production
- Supervising Producer, Development/Specials
- Supervisor Administration
- Supervisor Business Systems
- Supervisor ENG/EFP Maintenance
- Supervisor Marketing and Publicity
- Supervisor Marketing and Promotions
- Supervisor News Administration
- Supervisors Operations
- Supervisor Production
- Supervisor Programming Operations
- Supervisor Promotions
- Supervisor Security
- Supervisor System Administrator
- Supervisor Technical Facilities
- Supervisor Technical Maintenance
- Supervisor Web Development (Digital Media)
- Systems Maintenance Supervisor
- Traffic Supervisor

- Unit Administrator
- Videographer
- Web Analytic Specialist
- Web Developer/Planner (Digital Media)
- Web Producer (Digital Media)
- Web Producer (News)
- Web Supervising Producer
- 2.3 Employee Categories and Definitions All employees covered by this Agreement shall be considered full-time employees of the Company except as hereinafter provided. They shall be probationary employees for a period of three (3) months from the date of their employment with the Company. The Company may extend the probationary period up to a total of six (6) months from the date of hiring, and in such event, will discuss the matter with the representative of the Local Union prior to the end of the first three (3) month period. The employee and the Union shall be advised of such extension, in writing, and the reasons therefor. During the probationary period or extension thereof, the Company may release the employee for reasonable cause.
- **2.3.1** Absence from work by probationary employees for personal or health reasons shall increase their probationary period by the time absent.
- **2.3.2** The parties agree that further to Article 2.3, Probationary Employees, in cases where a probationary employee is experiencing performance or conduct problems during their probationary period, the Company will verbally notify both the employee and the Union of such issues which may affect the employee's standing with the Company.
- **2.4** The following categories shall define employees who are other than full-time permanent employees of the Company;

regular part-time, or casual. Such employees shall be paid on an hourly basis at a rate equal to 1/2080 as defined in Article 16.6 of the annual salary of the wage group to which the employee is assigned.

- (a) A "regular part-time" employee is one who is employed on a regular and continuing basis in a particular classification to a maximum of forty-eight (48) hours in any fourteen (14) day calendar period commencing at 00:01 Monday (for scheduling purposes). See Article 2.5.
- **(b)** A "casual" employee is hired on a daily or sporadic basis to cover short-term operational needs, peaks, and other contingencies to a maximum of forty-eight (48) hours in any fourteen (14) day calendar period commencing at 00:01 Monday (for scheduling purposes). See Article 2.6.
- **2.4.1 Temporary Assignment** A temporary assignment is a requirement for a limited term to cover periods of illness, maternity/parental leave, child care leave, leaves of absence, vacation leaves, or to work on specific projects or productions of a predetermined length of time. Temporary Assignments to cover periods of illness, child care leave, leaves of absence, vacation leaves or to work on specific projects or productions shall not exceed twelve (12) months. Temporary Assignments to cover maternity/parental leaves shall not exceed eighteen (18) months. A regular part-time or casual employee who receives a temporary assignment may exceed the maximum of forty-eight (48) hours in any fourteen (14) day calendar period provided that the work in question is governed by the provisions of Article 14 and Article 15. It is understood that the minimum hours of work in Article 14.1 are not guaranteed unless the employee has been successful in

obtaining a temporary assignment in accordance with Article 9.2. A temporary assignment of six months or longer will be posted in accordance with Article 9.2.

- **2.4.2** In addition to providing the Union and Local Union with bargaining unit information pursuant to Article 4 the Company agrees to meet with the Union quarterly in the months of January, April, July and October to review previous quarter staffing in accordance with this Article. Further the Company will provide the Union with a report detailing the hours worked by regular part-time and casual employees and to identify temporary assignments.
- 2.5 Regular Part-time employees shall be subject to the terms of this Agreement, except for Articles: 10, 11 and 13, or as specifically provided for herein. It is understood that the minimum hours of work in Article 14.1 are not guaranteed unless the employee has been successful in obtaining a temporary assignment in accordance with Article 9.2. With respect to Article 14.7, the part-time employee concerned shall advise the Company that turnaround encroachment would be applicable when called for such assignments.
  - (a) Article 9.1 Union seniority will be applied separately for regular part-time employees as a group distinct from full-time employees and shall be equal to the length of service in accumulated hours worked.

Regular part-time employees shall be probationary employees for a period of 520 hours worked from the commencement of their first employment with the Company. The Company may extend the probationary period up to a total of 1040 hours from the date of first employment and the employee and the Union shall be advised of such extension in writing, and the reasons

therefor. During the probationary period, or extension thereof, the Company may release the employee at any time for reasonable cause.

Regular part-time employees who are subsequently hired as full- time staff without a break in service of more than ninety (90) calendar days, shall receive credit for their total accumulated part-time hours as follows:

- i. For employees hired in the classification in which they are regularly performing part-time work, one-half (1/2) of their total accumulated part-time hours shall be credited toward their full-time probationary period, to a maximum credit of two (2) months, and upon successful completion of the remainder of the full-time probationary period, the total accumulated hours worked as a part-time employee shall be credited to their seniority for all purposes.
- ii. For employees hired full-time in a classification in which they are not regularly performing part-time work, no part-time hours will be credited to their probationary period; however, upon successful completion of the probationary period, the total accumulated hours worked as a part-time employee shall be credited to their seniority for all purposes.

The probationary period for full-time employment begins on the first day the employee is assigned to the new position.

Effective July 1, 2009 the Company and the Union agree that notwithstanding anything to the contrary in this Agreement, part-time employees who are hired into a full-time position will, upon successful completion of

their probationary period, have their total accumulated hours worked as a part-time employee credited to their adjusted seniority date for the purpose of determining their vacation entitlement as a full time employee in accordance with the chart in Article 13.1.

- **(b)** Article 9.2 A regular part-time employee working in a temporary position will be given two (2) weeks working notice if the duration of the temporary position ends early. The employee would then return to their regular part-time position.
- (c) Articles 9.4 and 9.5 However, when regular parttime employees are laid off, it is agreed that the following shall be applicable:
  - 1: Regular Part-time employees working on a regular weekly basis shall be given two (2) weeks' notice in advance of the proposed layoff, or two (2) weeks' pay in lieu of notice [based on the average number of hours worked in the previous thirty (30) days]. In addition, severance pay shall be based on the equivalent of two (2) weeks' pay per year of service to a maximum of 52 weeks' pro-rated against the average of weekly hours worked during the previous twenty-six pay (26) periods at the time of layoff.
  - **2:** Article 9.4.1 regular part-time employees can only apply their seniority to regular part-time work.
  - **3:** Article 9.4.7 will apply to a regular part-time job only.

- **4:** Article 9.5 a) i. and ii. and Article 9.5 b) shall only apply to part-time employees laid off who qualify under item 1: above.
- **5:** Article 9.5.1, 9.5.2 and 9.6 will apply to a regular part-time job only.
- (d) Article 11 regular part-time employees shall be entitled to Company benefits. Article 11.2 Maternity and Child Care Leave shall apply.
- (e) Article 13 Regular Part time employees will be eligible for vacation on a pro-rated basis.
- **(f)** Article 13.2.1 will apply, except a regular part-time employee shall be entitled to pay for a holiday on which they do not work and will receive the greater of: not to exceed one-fifth of the basic weekly rate of pay:
  - i) 10% of their earnings, excluding overtime and differential payments, for the pay period immediately preceding the holiday; or,
  - **ii)** 5% of their earnings, excluding overtime and differential payments, for the two (2) pay periods immediately preceding the holiday.
- (g) Article 14.1 shall apply, except that, a regular parttime employee shall receive a minimum credit of four (4) hours per tour of duty, to a maximum of forty-eight (48) hours, in any fourteen (14) day calendar period commencing at 00:01 a.m. Monday.
- **(h)** Article 14.3 shall apply except part-time employees shall receive overtime for authorized hours worked in

excess of eight (8), ten (10) or twelve (12) hours in the work assignment to which they are scheduled, or on a "pay period" basis for authorized hours worked in excess of eighty (80) hours over each fourteen day calendar period. It is understood that assigned tour of duty of eight (8), ten (10) or twelve (12) hours will match the duration of tours assigned to employees performing similar work.

- (i) Once scheduled a regular part-time shift may be cancelled by 17:00 hours twenty-four (24) hours prior. If such notice is not given, four (4) hours at straight time shall be paid.
- (j) Article 15 However, regular part-time employees shall receive a meal period in all tours of duty of more than six (6) hours and, in such event, such first meal period shall be exclusive of hours worked. Meal periods shall be assigned in accordance with Article 15.
- (k) Article 16 shall apply except that progression for part-time employees within their classification shall be based on accumulated hours worked.
- **2.6 Casual employees** shall be subject to the terms of this Agreement, except for Articles 9, 10, 11 and 13, or as specifically provided for herein. Casual employees hired on a daily or sporadic basis will not be subject to Article 14, except for Articles 14.2, 14.3, 14.7 and 14.10 and the articles pertaining to health and safety. With respect to Article 14.7, the casual employee concerned shall advise the Company that turnaround encroachment would be applicable when called for such assignments.
  - (a) Article 9.1 Union seniority will be applied separately for casual employees as a group distinct from regular part-time and full-time employees and shall be

equal to the length of service in accumulated hours worked. Seniority shall be broken and cease to exist after a break in service of six (6) months.

Casual employees shall be probationary employees for a period of 520 hours worked from the commencement of their first employment with the Company. The Company may extend the probationary period up to a total of 1040 hours from the date of first employment and the employee and the Union shall be advised of such extension in writing, and the reasons therefor. During the probationary period, or extension thereof, the Company may release the employee at any time for reasonable cause.

Casual employees who become regular part-time employees shall carry their accumulated casual hours and receive credit for all accumulated hours worked.

Casual employees who are subsequently hired as fulltime staff without a break in service of more than ninety (90) calendar days, shall receive credit for their total accumulated casual hours as follows:

i. For employees hired in the classification in which they are regularly performing part-time work, one-half (1/2) of their total accumulated part-time hours shall be credited toward their full-time probationary period, to a maximum credit of two (2) months, and upon successful completion of the remainder of the full-time probationary period, the total accumulated hours worked as a part-time employee shall be credited to their seniority for all purposes.

**ii.** For employees hired full-time in a classification in which they are not regularly performing part-time work, no part-time hours will be credited to their probationary period, however, upon successful completion of the probationary period, the total accumulated hours worked as a part-time employee shall be credited to their seniority for all purposes.

The probationary period for full-time employment begins on the first day the employee is assigned to the new position.

Effective July 1, 2009 the Company and the Union agree that notwithstanding anything to the contrary in this Agreement, part-time employees who are hired into a full-time position will, upon successful completion of their probationary period, have their total accumulated hours worked as a part-time employee credited to their adjusted seniority date for the purpose of determining their vacation entitlement as a full time employee in accordance with the chart in Article 13.1.

(b) Article 9.2 – Casual employees hired for a temporary assignment to cover maternity leave, child care leave, leaves of absence, vacation leaves, or to work on specific projects or productions of a predetermined length of time shall be considered to have received notice at the time of hiring. Notwithstanding the foregoing the Company may terminate a temporary assignment under this clause by giving two (2) weeks' notice or two (2) weeks' pay in lieu of notice for durations of six (6) months or less. If the duration is longer than six (6) months the Company may terminate the temporary assignment by giving four (4) weeks' notice or four (4) weeks' pay in lieu of notice. If the period remaining on the temporary

assignment is less than the notice period cited above the casual employee will be paid out the remainder of the term.

(c) Articles 9.4 - Casual employees hired on a daily or on a sporadic basis will not require notice of layoff due to the nature of their assignment.

#### (d) Article 11 –

- (i) The Company agrees to maintain occupational insurance coverage to cover casual employees who may be injured on the job in lieu of its participation in WSIB.
- (ii) The following group Benefits will apply:
  - (a) Basic Life
  - (b) Basic AD & D
  - (c) Bell DC plan after three (3) calendar months of consecutive work without a break in service.
- (iii) Maternity and Child Care Leave shall apply in accordance with the Canada Labour Code.
- (iv) Vacation and vacation pay according to the Canada Labour Code.
- (v) Statutory Holidays will be those contained in Article 13.2. A casual employee shall not be entitled to the additional floating holidays.
- (e) Article 13.2.1 will apply, except that, a casual employee shall be entitled to pay for a holiday on which they do not work and will receive the greater of: not to exceed one-fifth of the basic weekly rate of pay:

(i) 10% of their earnings, excluding overtime and differential payments, for the pay period immediately preceding the holiday; or,

- (ii) 5% of their earnings, excluding overtime and differential payments, for the two (2) pay periods immediately preceding the holiday.
- (f) Article 14.1 hours and scheduling casual employees shall receive a minimum credit of four (4) hours per tour of duty, to a maximum of forty-eight (48) hours, in any fourteen (14) day calendar period commencing at 00:01 a.m. Monday (for scheduling purposes).
- (g) Once scheduled, a casual shift may be cancelled by 17:00 hours twenty-four (24) hours prior. If such notice is not given, four (4) hours at straight time shall be paid.
- (h) Article 14.3 shall apply except casual employees shall receive overtime for authorized hours worked in excess of eight (8), ten (10) or twelve (12) hours in the work assignment to which they are scheduled, or on a "pay period" basis for authorized hours worked in excess of eighty (80) hours over each fourteen day calendar period. It is understood that assigned tour of duty of eight (8), ten (10) or twelve (12) hours will match the duration of tours assigned to employees performing similar work.
  - (i) Article 14.11.1 shall apply however casual employees are responsible for their own safety footwear as required.

(j) Article 15 - However, casual employees shall receive a meal period in all tours of duty of more than six (6) hours and, in such event, such first meal period shall be exclusive of hours worked. Meal periods shall be assigned in accordance with Article 15.

- (k) Article 16 shall apply except that progression for casual employees within their classification shall be based on accumulated hours worked.
- **2.7 Students** Students participating in a recognized educational program or co-operative study program may perform functions within the bargaining unit for the purpose of training and learning.

The Company will provide the name of the student and the anticipated start and finish date to the Local Union prior to the commencement of the assignment. The Company will also provide the name of the educational institution or work program, where applicable, and the department or work area in which the student will be involved. Such assignment shall not be in excess of six (6) months unless extended by mutual agreement of the parties.

It is agreed between the parties that the Company's first obligation is to provide training and career development opportunities to members of the bargaining unit. It is therefore understood that students will not prevent bargaining unit members from participating in training or career development opportunities.

Where the Company assigns the student to assist a member of the bargaining unit as an extra to the normal crew compliment, the Company shall designate a member of the bargaining unit

with whom the student will work. Should a student be assigned without the guidance of a member of the bargaining unit, they shall be paid the appropriate rate in accordance with this Agreement.

**2.8** It is agreed and understood that the provisions of Articles 2.4, 2.5, 2.6 and 2.7 above will not be used for the express purpose of eliminating or replacing regular part time or full-time employees, or to avoid hiring or the recall from layoff of regular part-time or full-time employees. The Company will not consistently use penalty or premium clauses to expressly avoid replacing full-time employees.

# **ARTICLE 3 Management Rights**

- **3.1** The Union acknowledges that the Company has the exclusive right to manage the affairs of the Company and retains all rights, powers and authority the Company had prior to the signing of this Agreement, except those specifically abridged, delegated, granted or modified by this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Company:
- (a) to set the broadcasting policy and broadcasting standards of the Company;
- (b) to hire, promote, demote, transfer and reclassify employees, judge and evaluate personnel qualifications and employee performance; and also the right of the Company to discipline, suspend or discharge any employee for just and sufficient cause, or a probationary employee for reasonable cause, provided that a claim by an employee that they have been demoted, disciplined, suspended or discharged without

just and sufficient cause, or a probationary employee for reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.

- 3.2 The Union further acknowledges the right of the Company to operate and manage its business, control its properties and maintain order of its premises in all respects in accordance with its commitments and responsibilities. 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 operation, the content of programmes, the right to decide on the number of employees needed by the Company at any time, operating schedules and the selection, procurement, design and engineering of equipment which may be incorporated into the Company's places of business, including the change of all or any of the foregoing from time to time, control over all operations, building, machinery equipment, and employees are solely and exclusively the responsibilities of the Company.
- **3.3** Before implementing new rules and regulations directly affecting the general working conditions, the Company will advise and explain such proposed rules and regulations to the Union.

# **ARTICLE 4 Union Rights**

**4.1 Dues Checkoff** - During the term of this Agreement, the Company agrees to deduct biweekly, an amount equal to the uniform dues and/or assessments as levied by the Union for each pay period. The deductions are to be based on the gross earnings for the pay period of every employee in the bargaining unit, beginning with the date of hiring in the

bargaining unit. The present rate of deductions is equal to one and two-thirds percent (1.666%) of basic pay, and the same percentage shall be deducted on all additional earnings. The Company will be notified by registered mail of any changes in the present rate of deductions.

- **4.1.1** The Company agrees to remit the monies so deducted to the Union or its nominee, as soon as possible after the end of each pay period by cheque or direct deposit, payable in Canadian funds. The Company shall provide the Union with a monthly electronic report and/or hard copy detailing the following information:
  - **1.** Employee name, address, phone number and employment status
  - **2.** Gender
  - **3.** Classification, salary and Company and Union seniority
  - 4. The amount of dues deducted on base wages and the amount of dues deducted on additional earnings
  - 5. The name of any employee who has left or joined the Company since the last payment, including the name of any employee going on or returning from child care leave.
- **4.1.2** The Union shall indemnify the Company and save it harmless from any and all claims which may be made against the Company, by any or all employees, for amounts deducted from wages as provided by this article.
- **4.1.3** Each year the Company will indicate on the T-4 slips issued to employees, the total amount of dues deducted at source and forwarded to Unifor.

**4.2 Notices to Union** - The Company shall mail, **or e-mail** (when documents do not require signatures) to the Union at its regional office, and to the Local Union Secretary, one copy of the following:

- (a) Within five (5) working days, notice by mail or **email** of hiring, dismissal, promotion, or demotion of any employee within the bargaining unit.
- **(b)** Notice by mail or **email** of extension of probationary period, suspension, or any corrective (disciplinary) action placed on an employee's file within the bargaining unit within five (5) working days.
- **(c)** Any notice directed to employees pertaining to a change in the application or agreed interpretation of this Agreement.
- (d) When a part-time employee is hired in accordance with Article 2.4.1 to work more than forty-eight (48) hours over any fourteen (14) day period the Company shall provide the Union with the name of the full-time employee who is being replaced or the name of the project or production to which the employee is assigned and the expected duration.
- (e) The Company will furnish, upon receipt of notification of a desire to negotiate a new Agreement, two (2) copies of seniority records and wage information for employees within the bargaining unit for negotiating purposes.
- **(f)** The Company shall, when notifying a person of their acceptance as an employee, provide in writing, the starting rate of pay and the classification to which they

are assigned along with a copy of the Company's benefit plans. A copy of this notice shall be sent to the Union in accordance with Article 4.2 (a) of this Agreement. The Company shall also include, at the same time, a copy of the current Collective Agreement, which shall be supplied by the Union. It is agreed that the Union may supply a welcome letter and contact information which will be included with the employee's orientation material.

- **4.3 Union Access to Premises** Representatives of the Union shall have access to the Company's premises to carry on inspections or investigations pertaining to the subject matter of this Agreement, upon reasonable advance notice to the Company. Such investigation or inspection shall be carried on at reasonable hours and in such a manner so as not to interfere with the normal operations of the Company.
- **4.4 Bulletin Boards** The Company agrees to the posting by the Union on bulletin boards and the Company's internal email system of: announcements regarding elections, meetings, Local negotiation developments and internal affairs of the Union, provided such notices are authorized by the Company.

The Company shall ensure that one glass enclosed and locked bulletin board is provided for the postings of all job vacancies, in an area which is convenient and accessible for employees.

**4.4.1** The Company agrees to provide space wherein the Union may locate a filing cabinet. Local Union Officers will be given free access to this cabinet at all times. The Company shall not be responsible for the security or safety of the cabinet or its contents.

#### 4.5 Leave for Union Activities

- (a) Upon request by the Union, leave without pay will be granted to any employee duly authorized to represent employees of this bargaining unit at Executive, Council meetings or Conventions of the Union and Labour Education Seminars. In addition, upon request by the union, and provided operational needs are satisfied, leave without pay will be granted to any employee for legitimate union activity for up to twenty-four (24) working hours annually, for each employee (such hours shall be included in the maximums below). A written request for such leave shall be submitted at least twenty (20) days in advance. Such leave shall be limited to a total of eight (8) employees at any one time, and to a maximum aggregate total of six hundred (600) working hours in any calendar year. The maximum leave for any individual union official shall not exceed sixty (60) working hours and one hundred (100) working hours for an Executive Officer. The company will consider reasonable requests from the union to increase the individual and/or aggregate maximum. Such leave shall not constitute a break in continuity of service in seniority, severance pay, or other benefits under this Agreement.
- (b) In order to attend the Unifor National Convention up to five (5) employees will be released and the maximum aggregate total of working hours may be increased by an additional one-hundred sixty (160) working hours, exclusive of the individual limits in (a) above. The Company will be advised of the Convention dates as far in advance as possible. A written request for

such leave will be submitted to the Company at least sixty (60) days in advance.

It is understood that operational requirements may prevent the release of particular employee(s) under this article and in such case the Local Union shall be allowed to name an alternate(s).

(c) In addition, up to one (1) employee may accept a full-time elective or appointed position with the Union or an official labour body for a period not exceeding two (2) years. Any additional yearly periods may be granted at the Company's discretion upon receipt of a written request from the employee and the President of the Union.

Such election or appointment shall be certified to the Company by the Union upon the request of the The Company may hire temporary Company. employees to fill the vacancies created by such leave of absence. During the employee's leave and subject to the limitations of the various benefit plans, the employee may continue to participate provided the employee Leave taken prepays all premiums and contributions. under this paragraph shall not constitute a break in continuity of service for seniority, severance pay, or vacation accrual. For clarity, the Company is not obligated to provide paid vacation corresponding to the period of the leave. During such leave the employee will be permitted by the Company to participate in training opportunities and to access the work place in order to maintain skills and remain current on changes in technology at the Union's expense.

**4.5.1** Upon request by the Union, the Company agrees to release without loss of pay, leave credits and other earned benefits, up to five (5) employees to attend negotiating sessions with the Company. A written request for such release shall be submitted fourteen (14) days in advance of the first meeting. It is recognized that the scheduling of such meetings is subject to mutual agreement. The Company shall not be responsible for payment of penalties resulting from changes of shift to enable the release of such employees.

- **4.5.2** In addition to any leaves under this article, the Company agrees to release without pay, but with no loss of leave credits or other earned benefits, up to five (5) employees for up to two (2) days each, upon request of the Union, and where reasonable regarding operational requirements, to attend preparatory meetings prior to collective bargaining. A written request for such release shall be submitted fourteen (14) days in advance of the requested day off.
- **4.5.3** When an employee is released without pay for up to five (5) days under provisions of Article 4.5 (a) and (b) or Article 4.5.2, the Company will pay the employee for such lost time and will deduct all such payments from the dues cheque to the Union. The Company will detail all deductions from the dues cheque.

# **ARTICLE 5 Non-Discrimination**

**5.1** The parties hereto mutually agree that no employee shall be interfered with, restrained, coerced or discriminated against because of membership, or lack of membership, or by reason of any lawful activity, or lack of activity on behalf of the

Union. The Company will not discourage membership in the Union, or attempt to encourage membership in another Union.

- **5.1.1** A member of the Union employed in a supervisory capacity shall not be held accountable to the Union for any action taken when carrying out supervisory duties on behalf of the Company. This shall not be construed to prevent the filing of a grievance by any member of the bargaining unit in respect of actions taken by the Supervisor.
- **5.2** Employees shall enjoy equal rights under this Agreement, regardless of age, sex, sexual orientation, marital status, colour, race, ethnic or national origin, or religious or political affiliation.
- 5.3 (a) The Company shall maintain a working environment which is free from harassment, including personal harassment, sexual and/or racial harassment as outlined in the Canadian Human Rights Act. The Company policy is printed at the back of the Collective Agreement for information purposes and shall act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment.

Procedure - Any employee who believes that they have been subject to harassment is encouraged by the parties hereto to file a complaint in accordance with the Policy. The Regional Office of the Union will be advised by **email** within five (5) working days of receipt of any written complaint filed by, or against any member of the bargaining unit. The Company will only be required to provide the name(s) of any bargaining unit member concerned.

**(b)** The Company may amend the Policy from time to time to comply with Federal regulations. In the event that the Company proposes to amend the policy in a substantive manner, (other than for purposes of compliance with legislation) it shall discuss such and changes, amendments revisions with the representatives of the Union at ioint a management/union meeting for this purpose. The Union will be allowed to make recommendations to the Company at such a meeting and immediately thereafter.

## ARTICLE 6 No Strike Clause

- 6.1 The Union will not cause nor permit its members to cause, nor will any member of the bargaining unit take part in a slowdown or a strike, either a sit-down or stay-in or any kind of cessation of work or in any other kind of strike or any other kind of interference or any work stoppage whatsoever, either total or partial, while this Agreement is in force. The Company will not cause nor permit its employees to cause, engage in or permit a lockout of any of its employees within the bargaining unit while this Agreement is in force.
- **6.2** The Company will not require any employees to perform the duties of any other person who is engaged in a lawful strike, expressly for the purposes of strike breaking, or to originate a program or programs expressly for the purpose of strike breaking.
- **6.3** An employee shall have the right to refuse to go to any television station, transmitter site or a location where a legal strike or lockout of persons whose functions are similar to those covered by this Agreement is in progress. Such refusal

shall not be considered grounds for disciplinary action, except that ENG, EFP and Live Eye employees will be required to perform their news functions.

## ARTICLE 7 Grievance Procedure

- 7.1 It is mutually agreed that it is the spirit and intent of this Agreement to adjust, as quickly as possible, grievances arising from the application, administration, interpretation or alleged violation of this Agreement.
- 7.2 The parties recognize that any employee may present a personal grievance to the Company at any time. Any such grievance shall be subject to consideration and adjustment, as provided in the following articles on grievance procedure.
- **7.2.1** Where an employee has a grievance of an individual nature the employee shall first discuss the matter with the immediate supervisor or Department Manager, and/or if necessary, a Human Resources Manager with the object of resolving the grievance. An employee may have a Union Representative assist in this discussion.
- **7.2.2** A grievance shall be submitted no later than ten (10) days following the date from which the employee became aware or should have become aware of the event or circumstances giving rise to the grievance.
- **Step 1:** The grievance shall be reduced to writing, stating the nature of the grievance and the remedy sought. The written grievance shall be submitted to the appropriate Department Manager or Human Resources Manager for consideration. A

written response shall be made to the employee, with a copy to the Union, within ten (10) days.

Step 2: In the event that the grievance is not recorded as settled within ten (10) days of the written response in Step 1, the grievance shall be referred to the Department Manager or their designee for investigation and consideration. For this purpose the Department Manager or their designee and a Human Resources Manager shall meet within ten (10) days with the Local Grievance Committee consisting of not more than three (3) members. Every effort will be made to settle the grievance at one meeting but it may be that additional meetings may be held by mutual agreement of the parties if it appears to be necessary to obtain further information or for other major considerations.

**Step 3:** If the grievance is not recorded as settled within ten (10) days after the final meeting described in Step 2, the grievance shall be referred to the **Senior Consultant Labour Relations** or their designee and/or Human Resources Director **or designee**, and the National Union Representative for further discussion and consideration.

Note: Upon agreement between the Senior Consultant Labour Relations and the National Representative, a grievance relating to a dismissal may proceed directly to Step 3 within twenty (20) days following the date from which the employee became aware or should have become aware of the event or circumstances giving rise to the grievance.

**Step 4:** In the event that the representatives of the Company and the Union cannot reach agreement, either party may, upon notice by registered mail or **email** to the other, but no later than twenty (20) days after the final meeting in Step 3, submit the

grievance to final and binding arbitration. Within the next following ten (10) days of the said notice, the parties, by way of their representatives, shall agree on the naming of a sole arbitrator. If the parties are unable to agree on the selection of an arbitrator within the said ten (10) days delay, the Federal Minister of Labour may be requested by either party, within the next following ten (10) days to appoint the arbitrator.

The cost and/or expense of such arbitration shall be borne equally by the Company and the Union, except that no party shall be obligated to pay the expenses of stenographic transcript without express written consent.

- 7.3 An arbitrator to whom any grievance may be submitted, in accordance with this article, shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of such grievance, but shall not have jurisdiction or authority to change, modify, extend, amend or alter in any way the terms of this Agreement.
- **7.3.1** If it is determined by the arbitrator that any employee has been suspended or discharged or otherwise disciplined and that the disciplinary measure has resulted in the discipline, suspension or the discharge of an employee, the arbitrator may change or amend such penalty and give an award that seems just and reasonable in all circumstances.
- 7.4 If either the Company or the Union considers that this Agreement is being misunderstood, misinterpreted, or violated in any respect by the other party, the matter may be submitted as a written grievance and discussed between representatives of the Company and the Union, and if not satisfactorily settled within twenty (20) days of the above meeting, either party may

refer the matter to arbitration as provided in Step 4 of Section 7.2.

- 7.5 Time Limits The time limits specified in this Grievance procedure shall be counted in working days, excluding Saturdays, Sundays and statutory holidays and vacations of the employee concerned at the Step 1 level and may be extended or modified by the mutual written agreement of the parties.
- **7.6** Employees who are members of the Grievance Committee or the grievor(s) shall suffer no loss of regular pay or other benefits while attending grievance meetings with the Company. It is understood that such meetings may be held at times when employees are not scheduled to work.

## **ARTICLE 8 Corrective Action (Discipline)**

**8.1 (a)** Full-time employees who have completed their probationary period shall be notified in writing (including email) of any issue or expression of dissatisfaction concerning their employment such as performance, conduct, attendance, etc. which could lead to corrective action (disciplinary action) within fourteen (14) calendar days of the Company becoming aware of the issue.

Employees shall be furnished with a copy of any complaint or accusation, which may be detrimental to their advancement or standing within the Company, as soon as possible after the complaint or accusation, is made.

The Company will investigate the issue and make a determination regarding the level of corrective action (discipline), if any, as soon as reasonably possible (which may be outside of the fourteen (14) calendar day notification period). In the event, due to the absence of any party involved in a corrective action case or any unforeseen circumstances, if the fourteen (14) calendar day time limit cannot be met, the Company will notify the Union in writing of the requirement for an extension of the time limits and reason thereto. The Company and the Union agree that any such reasonable notification shall be accepted by the parties.

If this procedure is not followed, such corrective action, or the reply thereto, shall not become part of their record for use against them at any time. Where an issue or cause for dissatisfaction is found to be unjustified all reference to such issue or expression of dissatisfaction shall be removed from the employee's record.

- **(b)** In the event an employee is issued corrective action, the employee may reply, in writing, to such corrective action provided the reply is received within ten (10) of the employee's working days after the employee has been given the corrective action and, if so, that reply shall become part of the employee's record.
- (c) At any formal meeting with an employee discussing whether corrective action (discipline) will be taken against such employee, the employee may have a Union Representative present for the following purposes only: to assist, counsel, advise and represent the employee. Although the Union Representative may participate in any discussions taking place at such meeting, any final

decisions affecting the employee are to be made solely by the Company.

- (d) The Union shall provide the Company with a list of Union Representatives who shall be responsible for particular employee groups and who may be scheduled to attend meetings with respective employees who they represent.
- (e) When a meeting is convened in accordance with Article 8.1 (c) above, the employee shall be given reasonable time in which to arrange for the attendance of a Union Representative. Prior to commencement of the meeting the employee shall be allowed ten (10) minutes to consult their Union Representative.
- (f) All references to corrective action shall be removed from the employee's personnel file within two (2) years of the date of such action being taken, provided that the employee has been free of other corrective action notices in the intervening period. Absences due to sickness or authorized leaves of absence shall not be included in this calculation.
- **8.2** An employee shall have access to their personnel file in the presence of their supervisor during office hours, once every six (6) months (or earlier in the case of a grievance), at a mutually agreeable time, but in no event later than five (5) working days after the initial request.
- **8.3** Employees may request to meet with their supervisor and/or department manager on an annual basis for a personal performance appraisal.

#### 8.4 Performance Improvement Plan

When a department manager has identified the need to address performance improvement with an employee in order to meet operational expectations the department manager will meet with the employee for the purpose of reviewing the duties, responsibilities and requirements of the employee's job and to identify specific areas of performance in which improvement is required.

**8.4.1** Where after one (1) month following the meeting described in Article 8.4 that the employee still has an unsatisfactory level of performance and needs improvement, the employee's manager will notify the employee in writing that the formal Performance Improvement Process will begin.

The formal Performance Improvement Process shall have the following steps:

1. Prior to the scheduling of the first meeting of the Performance Improvement Plan process the employee will be offered union representation. If the employee refuses union representation, the Union will be notified in writing of such refusal. At the first meeting the manager will provide a written version of the duties, responsibilities and requirements of the employee's job. The areas where improvements are required will be clearly identified to the employee. The Manager, the Employee and the Human Resources Manager will discuss and establish the actions needed and develop an action plan. The action plan will identify the desired outcomes and the process required to achieve them. A written plan will be provided to the employee and the Union.

The Manager and Human Resources will keep documentation in the employee's file regarding any discussions concerning the employee's performance while the employee is involved in a Performance Improvement Plan.

2. The process will include a monthly review for a period of up to three (3) months during which the Employee, the Manager, and the Manager, Human Resources will jointly review the employee's progress towards meeting outcomes of the action plan and requirements of the job. Union representation will be offered at each of these monthly reviews. If at any point, the employee is meeting the objectives of the action plan and requirements of the job on a continuing and consistent basis, the Performance Improvement Plan will end. This fact will be recorded in writing and signed by the manager and the employee.

All documentation pertaining to the performance Improvement Plan shall be removed from an employee's file after twenty-four (24) calendar months of the end date of the Plan.

- **8.4.2** If by the end of three (3) months following the start of the Performance Improvement Plan the employee is not meeting the objectives of the action plan and requirements of the job, the following will occur:
  - 1. The Company will meet with the employee and a Union Representative.
  - 2. At such meeting vacant permanent positions at the same or lower salary levels will be canvassed. If such a vacancy is found and if the employee meets the criteria

in accordance with Article 9.2 they will be placed in the vacancy without posting the position. In the event of a placement at a lower salary classification, the employee will be placed on the salary scale of the lower classification at the step closest to not more than the employee's salary in the current classification.

- **3.** If a position is found but refused, or if no position is found, the employee will be laid-off and provided with three (3) weeks pay for each year of continuous service (for employees hired on or after January 1, 1992 the maximum is sixty-six (66) weeks). Bumping and recall rights will not apply in such cases.
- **8.4.3** It is understood that this process does not apply to;
  - 1. an employee whose inability to perform his/her job is due to a temporary or permanent disability; or
  - 2. an employee affected by "technology change" at the time the technology is introduced until the employee has received training in respect of the technology change.
  - 3. an employee during their probationary period.

### ARTICLE 9 Seniority Rights

**9.1** Company seniority for full-time employees shall be deemed to have commenced on the date of hiring by the Company or upon the date the employee was hired by its predecessor, Channel Seventy-Nine Limited or Huchm Productions Limited, CHUM Limited, or CTV Inc., and shall be equal to the length of continuous service with the Company.

Union seniority will relate to the order of layoffs, recall from layoff, promotions and the choice of vacation period, as provided for in the applicable articles of the collective agreement and shall commence on the date the employee entered the bargaining unit or was hired by Bell Media or its predecessors noted above, whichever is the earlier date.

Effective March 6, 2019, an employee who becomes a member of the bargaining unit as a result of the employer's acquisition, merger or consolidation with another company (other than a BCE company) shall accrue seniority from the first day of employment within the bargaining unit. For clarity, an employee shall be credited with past service in their former company for the purpose of vacation entitlement, severance pay, or any other service-related entitlements. An employee's union seniority date established prior to March 6, 2019 shall not be altered.

Seniority ranking among employees who enter the bargaining unit on the same day as contemplated above, shall be resolved through reference to past service with the previous employer.

Company and Union seniority for part-time employees shall commence in the same manner as for full-time employees, but shall be equal to the length of service in accumulated hours worked. Seniority for part-time employees shall be broken and cease to exist after a break in service of six (6) months.

**9.1.1** Seniority shall not be established until the probationary period, and any extension thereof, as set out in Article 2, has been served but shall then be calculated from the date of employment.

**9.1.2** Seniority shall exist but not accumulate during any leave of absence approved by the Company, except as provided in this Agreement (e.g., Article 4.5.1).

- **9.1.3** An employee shall lose seniority and shall be deemed to be terminated in the event they:
  - (i) resigns or retires;
  - (ii) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
  - (iii) fails to return to work upon the completion of an authorized leave of absence (Article 11.7) without valid reason, or uses a leave of absence for purposes other than those for which the leave of absence was granted;
  - (iv) fails to respond and return to work from a layoff as per Article 9.5.2.
- **9.2 Postings and Promotions** Where the Company decides that a position is to be filled or created within the bargaining unit on a full-time or regular part-time basis, the Company shall post a notice of vacancy which will include the proposed job title, for a minimum of five (5) days. Employees from within and outside the bargaining unit may apply during the posting period. If the title, classification group/level, or requirements of the posted position change the Company shall repost the position.

The Company will post all temporary assignments of six (6) months duration or longer to cover: a project or production of a predetermined length of time not to exceed twelve (12) months, vacation relief, maternity leave, child care leave or leave of absence, the successful applicant will be reassigned to

the temporary position without loss of seniority or benefits. The employee will be on trial for a period of up to three (3) months in the new position. The Company may, at anytime during this period, return the employee to the former position with no loss of seniority. In the event that another temporary assignment is available, as a result of the initial posting, the Company will only be required to post one other temporary assignment. Where multiple temporary assignments are created the Company can assign without further posting an employee to replace an employee on temporary assignment.

The parties acknowledge that where it is not possible to determine with certainty the length of the reassignment to a temporary assignment the Company may end a temporary reassignment at any time and return the employee to the former position with no loss of seniority. At the conclusion of the temporary reassignment, the employee shall return to their former position. Where the Company decides that the position is to be filled on a permanent basis it is understood the position will be posted in accordance with this article.

Extensions of the temporary reassignment will be agreed to by the parties where in the circumstances it is reasonable to do so.

**9.2.1** Promotions and transfers to jobs within the bargaining unit shall be based on qualifications established by the Company. These qualifications may include: creativity, knowledge, experience, skill, ability, attitude, training and/or education, as well as other relevant factors. Providing that one or more of the applicants satisfactorily meets or exceeds the qualifications, the Company shall award the position to the best applicant. Union seniority will be considered when evaluating applicants. When two (2) or more employees' qualifications are relatively equal, Union seniority shall apply. If there is no who the applicant satisfactorily meets qualifications

established for the position, the Company may hire from any source.

- **9.2.2** An employee who is promoted or transferred to another position shall be on trial for a period of up to three (3) months. The Company may, at any time during this trial period, return the employee to the former classification with no loss of seniority. At the conclusion of a successful trial period the employee will be advised, in writing, that the promotion or transfer has been confirmed. This article does not apply to an employee affected by Article 9.4 or Article 9.5. It also does not apply to an employee who is unilaterally transferred to a different assignment within the same job classification.
- **9.2.3** It is recognized that the Company may, from time to time, require employees to perform work in a job classification other than their regular classification. Employees who perform in a job classification different from their regular classification will not be penalized for errors committed during such performance if such errors are not a result of negligence.
- **9.2.4** Should an applicant for promotion or transfer be unsuccessful, it is agreed that management will discuss with the employee, if so requested, why their promotion or transfer was denied and will bring to the employee's attention any shortcomings which may affect their opportunities for advancement.
- **9.3 Discharge and Demotion** The discharge or demotion of any employee, except for probationary employees as provided in Article 2.3, shall only be for just and sufficient cause. An employee discharged for just and sufficient cause, other than gross misconduct, shall be entitled to two (2) weeks notice or pay in lieu thereof.

**9.4 Layoffs** - When layoffs are to be made, the Company shall determine the classifications where reductions are required and the number of employees to be laid off.

Lay-offs shall proceed in inverse order of Union seniority within those job classifications in Article 16.6 and the **least senior** employee in the job classification shall be notified in writing not later than the date layoffs are announced. Regardless of work assignment, the least senior employees in a classification where reductions are required shall be laid-off from such classification. The Union agrees the Company may offer a senior employee within an affected classification a voluntary separation package as part of a work force reduction program consistent with Article 9.4.3. The Company agrees to consider an application from a senior employee, in an affected classification, who may wish to volunteer to be laid off (consistent with article 9.4.3) if it would prevent the layoff of a junior employee.

Employees about to be laid off (the least senior employees in the classifications affected) will receive from the Company, a list of the job classifications (the "List") for which the employee has the occupational qualifications and where there is a less senior employee in another full-time or regular parttime classification, than the affected employee, in a classification at the same or lower level. Occupational qualifications may include: creativity, knowledge, experience, skill and ability. Within forty-eight (48) hours of receipt of the List the employee may inform the Company, in writing, of any other classifications in which there is a less senior employee in a classification at the same or lower level where the employee possesses the occupational qualifications from previous employment. Such additions will not be considered unless they are submitted, in writing, within the forty-eight (48) hour time period.

Employees who are eligible to displace another employee but elect to be laid off from their employment and not to be placed on the recall list, shall, in addition to the payments under Article 9.4.3, receive one (1) additional week of severance pay per year of service to a maximum of twelve (12) additional weeks of severance pay.

For the purposes of Layoffs seniority shall govern where the occupational qualifications of an affected employee in a regular classification and a less senior employee in the respective "merit" classification (see Article 16.6) are equal.

**9.4.1** Employees about to be laid off from a position, who are eligible for one of the job classifications pursuant to Article 9.4 must advise the Company, in writing, within four (4) days of being provided with the list or the revised list (if applicable) of their intention to apply their seniority, and must indicate the job classification they have selected. If an employee fails to provide such notice to the Company, the employee will be deemed to have abandoned any rights under this Article. No employee is to be displaced by a more senior employee unless the latter possesses the occupational qualifications to perform the job filled by the employee with less seniority. It is agreed that an employee may require a reasonable period of familiarization in the new classification which shall not exceed four (4) weeks. It is understood that an employee who would otherwise be familiar with a method or process may require guidance on new or unfamiliar equipment/software as part of the familiarization period.

If the employee has successfully performed the duties in the new classification, the employee will be transferred to the position following the familiarization period. In the event the employee has not demonstrated their ability to satisfactorily perform the duties in the new classification, during the familiarization period, the employee will be laid off within the familiarization period and shall be placed on the reengagement list in accordance with Article 9.5.

**9.4.2** The Company shall advise the employees and the Union through one announcement by way of the declaration described in article 9.4 to all employees covered under this agreement at least six (6) weeks in advance of the proposed layoff, or such length of time as prescribed by legislation. In lieu of such notice the company shall pay the affected employee(s) six (6) weeks' pay, less the amount worked by the employee during the notice period. (For example - if two (2) weeks are worked, then only four (4) weeks shall be paid). Employees who are displaced in accordance with Article 9.4.1 shall be deemed to have received notice of layoff at the time of declaration, referred to above, provided that they are advised and laid off within the six-week notification period. A further notification period of four (4) weeks shall be added to the initial period for any affected employee who has not been advised and laid off within the initial six (6) week period.

Employees who elect to receive severance pay in accordance with Article 9.4.3 will be deemed to have been laid off and abandoned any recall rights (Article 9.5).

a) The Company shall provide the Union with copies of all advice, notices, declarations, applications, elections, and documents relevant to the layoff procedure within twelve hours of said documents being presented. In addition the Company agrees to release Union official(s) from work, without loss of pay or other benefits, to assist affected employees during the layoff process. It is understood that Union Official(s) may be released when it is necessary to directly assist a particular employee, on request, or to be available to provide general

advice and assistance to affected employees at specific times during the notification period.

- **9.4.3** Employees laid off and deemed terminated pursuant to any statute, will receive severance pay as follows:
  - As per Article 9.4, for employees who were eligible to exercise their seniority rights but who elected to receive severance pay, one (1) week of severance pay for each year of service to a maximum of twelve (12) weeks, plus,
  - For employees hired prior to January 1, 1992 three (3) weeks' pay for each year of continuous service.
  - For employees hired on or after January 1, 1992 three (3) weeks' pay for each year of continuous service to a maximum of seventy-eight (78) weeks of total severance pay (note: the maximum severance is sixty-six (66) weeks under this Article if such an employee did not qualify for any additional weeks of severance under Article 9.4).

With respect to incomplete years, the severance pay shall be on a prorated basis, calculated to the nearest month. The abovenoted severance payment shall be deemed to include any severance required pursuant to any statute.

Severance pay shall be paid to an employee upon the expiry of their recall rights or at any time during the re-engagement period after an employee has notified the Company, in writing, of their desire to abandon their recall rights.

**9.4.4** While an employee is laid off, or on recall, the Company will provide the following benefits: major medical including; drugs, dental and vision care for up to six (6) months or until

the employee is eligible for benefits at a new place of employment, whichever should occur first. All other benefit entitlements and coverage, including life insurance, AD&D insurance, short-term disability and long-term disability will immediately cease as of the lay-off date.

- **9.4.5** The Company agrees that it will not consistently schedule overtime in order to affect or extend layoffs.
- **9.4.6** An employee who has reverted to a lower salary group under Article 9.4.1 shall assume the salary on the new scale in accordance with the chart below. Until then the employee's salary shall be frozen (red circled) until they revert to the lower salary group. An employee's placement on the lower salary group shall be on the wage step closest to the salary that was frozen.
- **9.4.7** If an employee who has reverted to a lower salary group applies for and obtains a posted full-time position in another classification, in the same or lower pay group, the employee shall be paid according to the new classification and placed on the wage step which is equal to or nearest the salary the employee was earning on the date of the transfer. If the employee applies for and obtains a posted full-time position in a higher paid classification Article 16.3 shall apply. In such cases the employees' right to recall to their former position shall end.

Seniority	Number of months from the		
•	date the employee initiated the		
	new position until the salary		
	reverts to the new scale		
Less than 1 year	1 month		
1 to 3 years	12 months		
Greater than 3 years	24 months		

9.5 (a) Re-engagement of Laid-Off Employees - Employees will retain their seniority and have recall rights as follows:

- (i) Employees with less than one (1) year seniority will retain recall rights for six (6) months.
- (ii) Employees with more than one (1) year seniority will retain recall rights for twelve (12) months.
- (iii) Employees with more than three (3) years seniority will retain recall rights for twenty-four (24) months.
- (b) An employee who elects recall will be required to provide a list of classifications at or below their current classification group, for which the employee possesses the occupational qualifications as per Article 9.4, that the employee desires recall to. The list must be provided within forty-eight (48) hours of electing recall. If this is not done the employee will only have recall to the position the employee was laid off from. The Company will review the employee's list and advise the employee of any positions for which the Company does not believe the employee has the occupational qualifications within forty-eight (48) hours of receipt of the list. Such positions will be removed from the employee's recall list. The employee shall have the right to grieve management's decision.
- **9.5.1** When full-time vacancies occur, the Company agrees to recall former employees who have recall rights in accordance with Article 9.5 (a) and (b), in order of Union seniority. Employees accepting a recall in other than their previous job classification shall be paid the wage appropriate to the new

classification. It is agreed that an employee may require a reasonable period of familiarization in the new classification which shall not exceed four (4) weeks. It is understood that an employee who would otherwise be familiar with a method or process may require guidance on new or unfamiliar equipment/software as part of the familiarization period.

If the employee has successfully performed the duties in the new classification during the familiarization period, the employee will be transferred to the position at the end of the familiarization period. In the event the employee has not demonstrated their ability to satisfactorily perform the duties in the new classification during the familiarization period, the employee will be laid off within the familiarization period, resume their recall period, and the employee shall lose all recall rights except recall rights to the position the employee was laid off from.

Notwithstanding the above, employees who had exercised their Union seniority and moved to another job classification at time of layoff (Article 9.4.1) shall have first recall rights to their previous classification when a vacancy occurs therein.

**9.5.2** The Company's responsibility will be considered fulfilled if the Company gives notice, in writing, by registered mail to the employee's last known address. When vacancies occur for which the employees have recall rights, Article 9.2 shall not apply. The most senior employee with recall rights to the vacant position will be recalled. Employees have five (5) business days to respond to the recall notice in writing (email is acceptable) and a further seven (7) days to return to work from the date of the recall notice. If an employee fails to respond and report to work as per above to any recall notice the employee shall lose all recall rights, be paid severance, and be deemed to be laid off.

An employee who may not be available for recall for personal or other reasons, and has not advised the Company, shall be deemed to have abandoned all recall rights. It shall be the responsibility of the employee to provide the Company with any change in mailing address.

**9.6** If an employee is recalled or re-engaged prior to the expiry of recall rights, as indicated above, seniority shall be considered unbroken.

### ARTICLE 10 Jurisdiction, New Devices and Methods

- 10.1 The Company agrees not to assign duties relating but not limited to the preparation, administration, audition, rehearsal and/or broadcast of the Company's television programmes and overall operation, including the operation of technical equipment, to other than employees in the bargaining unit if such work assignment directly avoids the hiring of a full-time employee in the bargaining unit, directly results in a layoff, or avoids a recall from layoff of a full-time employee. It is agreed that the Company's obligations under this Article shall only apply with respect to work on television programmes or productions produced exclusively by and for the Company at the Company's premises.
  - (a) In the event the Company introduces or permits to be used any process, machinery, or equipment/software which substitutes for, supplements or replaces any present process, machinery or equipment being operated by employees within the Bargaining Unit, such process, machinery, or equipment/software shall be operated and maintained only by employees in the Bargaining Unit

provided that operation and maintenance are required as herein set forth.

- **(b)** Where the Company has introduced any process, machinery, or equipment/software which substitutes for, supplements or replaces any present process, machinery or equipment/software being operated by employees within the Bargaining Unit the Company shall provide training to employees assigned to perform, operate and maintain such process, machinery, or equipment/software.
- **10.2 Technological Change** Should the introduction, replacement, supplementation or modification of any machinery, equipment or device result in the layoff of employees as distinguished from layoffs, caused by changes in programming, the Company agrees to the following conditions:
  - (a) The Company will give the Union and the employees affected as much advance notice as is practicable, but not less than three (3) months notification of such layoffs or three (3) months' pay in lieu of said notice plus all other benefits for the same period. An employee laid off as a result of Technological Change shall be entitled to exercise seniority rights or receive severance pay and benefit continuation in accordance with Articles; 9.4, 9.5 and 9.6. No further notice will be required pursuant to Article 9.4.2 provided the Company has posted the notice referred to above to the entire bargaining unit.
  - **(b)** The Company shall, in writing, state the nature of the change contemplated and the number of jobs likely to be affected. Upon receipt of such notice by the Union, the parties shall arrange a meeting, or meetings, for the purpose of conducting discussions which will achieve an

understanding to assure that any hardship to the employees affected shall be minimized; this shall be done by providing wherever possible, alternative employment within the Company for employees whose jobs have been eliminated or by joint efforts on the part of the Company and the Union to obtain employment outside the Company, and/or by any other means that the parties may, by mutual agreement, decide upon. The Company will provide such employees reasonable time off, during their normal work week without loss of salary, to be interviewed for positions outside the Company.

10.3 Program Credits - As the parties have recognized that creative work carries creative responsibility, the Company will provide television programme credits on all productions one-half (½) hour in length or greater. The parties further agree that News and weekly strip programmes will provide credits once a week. The content of these credits will be at the Company's sole discretion.

## **ARTICLE 11 Employee Benefits**

11.1 Effective July 1, 2015 employees will transition to the Company's Omniflex Benefits Plan. The benefit plan shall provide each employee with a choice of options available for single and family coverage for medical, dental and insurance coverage as well as STD and LTD Disability Plans. Details of the various benefits shall be as discussed and presented to the Union and its members on or about February 4, 2015. The Company also agrees that in the event there are changes to the benefit plan, the Company will meet with the Union to review and discuss such changes.

11.1.1 Sick Leave - An employee who is absent on account of sickness or quarantine, shall be paid for continuous absence prior to the eighth (8<sup>th</sup>) full calendar day of such absence.

**11.1.2** Upon the eighth (8<sup>th</sup>) full calendar day of an absence covered under Section 11.1.1 such an absence shall be treated in accordance with applicable Company short term disability policy.

#### 11.1.3

- (a) When an employee is medically unable to perform their regular duties or reasonably modified duties which accommodate the employee's medical restrictions, an employee shall notify their department head, or other person as determined by the Company from time to time, as soon as possible after their medical issue arises, but not later than two (2) hours before the beginning of the scheduled starting time where reasonably possible. The employee shall state that they are medically unable to attend work and the expected time they will report back to work.
- (b) An employee shall offer proof, satisfactory to the Company, of their absence of three (3) days or more for medical reasons, if requested to do so by the Company. In addition, at any time, the Company may require an employee to sign a Medical Leave Declaration confirming that the employee could not perform either their regular duties or reasonably modified duties due to medical reasons.
- 11.1.4 Absence because of illness or incapacity shall not reduce an employee's vacation credits unless the employee is absent for in excess of twenty-six (26) consecutive weeks at which time no further vacation credits accrue.

11.1.5 Should an employee be injured or become ill while on vacation, where such illness was serious enough to legitimately impair their vacation for at least two (2) days, salary continuance benefits shall be paid for such absence in accordance with Article 11.1, and the unused days of vacation shall be credited to the employee provided the employee is under a physician's care and the employee presents a note from the physician. Such leave shall be paid commencing on the first day of an illness or injury when an employee is under a physician's care. This article will not be applicable to an employee who exposes themself to extreme risk or whose negligence caused the illness or accident.

- 11.2 Maternity, Adoption, and Parental Leave Every full-time or regular part-time employee with six (6) months or more of Company seniority will be entitled to:
  - (1) Up to seventeen (17) weeks of maternity leave.
  - (2) Up to sixty-three (63) weeks for parental leave (61 weeks if the employee has taken a maternity leave) which may be taken any time in the 78 week period beginning on the date of the birth of a child or the day the child comes into the employee's care.
  - (3) In the case of an adoption, the sixty-three (63) weeks parental leave is available within the 78 week period the child comes into the employee's care.
- 11.2.1 The employee shall give the Company four (4) weeks' notice of their intention to take maternity, adoption, or parental leave. Upon going on such leave the following supplemental benefit shall be paid by the Company, effective April 1, 2019,

where an employee has six (6) months or more of Company seniority:

- (a) where an employee provides the Company with a certificate of a qualified medical practitioner certifying that she is pregnant, that employee shall be entitled to seventy percent (70%) of salary integrated with EI benefits for seventeen (17) weeks,
- **(b)** and in respect of Adoption or Parental Leave an employee is entitled to seventy percent (70%) of salary integrated with EI benefits for nineteen (19) weeks. The employee who received supplemental benefits under (a) above is also entitled to benefit during the parental leave.
- 11.2.2 An employee on leave under this Article will continue to accrue paid vacation. Employees are encouraged to use their vacation prior to returning to work from leave under this Article. The employee will also have the option of continuing the pension plan contribution.
- 11.2.3 An employee who intends to take parental leave is entitled upon written request to be informed in writing of every training opportunity which they may be eligible for and shall have access electronically to any promotional opportunity that arises during this absence.
- 11.2.4 An employee who takes parental leave or maternity leave shall upon conclusion of such leave be reinstated in the same position and at the same rate of pay which they held prior to taking such leave. Where for any valid reason the Company cannot reinstate the employee in the same position the Company shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.

11.3 Parental Leave - On reasonable notice an employee who has completed six (6) months of continuous service with the Company will be granted a leave of absence of up to five (5) days with pay at the time of the birth or adoption of a child or children of less than six (6) years of age. Only a parent who is not taking the Maternity/Adoption Leave is eligible to take such leave at the time of the birth or adoption of their child.

11.4 Pension Plan – It is understood that participation in the CHUM Defined Benefit Pension Plan shall be discontinued for all active members on June 30, 2015.

The CHUM Defined Benefit Pension Plan shall provide a benefit to all employees who are enrolled in the plan and it shall be the Company's obligation to fund the plan in accordance with all federal and provincial statutes. In addition employees enrolled in the CHUM Defined Benefit Pension Plan will be eligible to receive a Special Retirement Allowance (SRA) in accordance with this agreement.

Employees enrolled in the CTV Defined Contribution Plan shall cease participation in this plan on June 30, 2015.

**11.4.1** Effective July 1, 2015 all employees shall participate in the Bell Defined Contribution Pension Plan as outlined and presented to the Union on or about February 4, 2015 with contributions as follows:

Employee voluntary	0%	1%	2%	3%	4 to
contributions					12%
Company contributions	4%	5%	6%	6%	6%
Total contributions	4%	6%	8%	9%	10 to
					18%

11.5 Special Leave - A bereavement leave shall be granted for the purpose of making funeral arrangements and/or attending the funeral when an employee is required to be absent due to a death in their immediate family on the following basis:

- 5 days spouse or children, legal guardian, father, mother, brother, sister.
- 3 days mother-in-law or father-in-law, grandparent, spousal grandparent, grandchild, brother-in-law or sister-in-law, or family member who resided with the employee for a period of one (1) year or more.

Immediate family shall include common-law relationships of one (1) year or more. Pay for such bereavement leave will be limited to the number of working days prescribed above, occurring immediately prior to and/or following the day of the funeral.

- 11.5.1 The Company will consider requests for additional leave when travelling is necessary, however, the granting and payment of such leave will be at the discretion of the Company.
- 11.5.2 The Company will consider requests for and may grant leave, without loss of seniority or leave credits to an employee faced with domestic responsibilities or unforeseen emergencies that affect the employee and the employee's immediate family. For example, to care for a sick child or other family member, to accompany a child or spouse to a medical appointment, to make alternate arrangements when caregivers are sick, and other family emergencies. The payment for such leave will be at the sole discretion of the Company. The Company may require appropriate documentation to support a request under this article and will so advise the employee at time of

notification. Additional time off may be requested under Article 11.7. Where possible an employee shall notify their supervisor in advance.

- 11.5.3 The Company will consider requests for time off for medical, dental and eye appointments, providing reasonable advance notice is given and the employee is unable to make such appointments outside of the working schedules. Employees may be required to make up for missed time within the same pay period, or by such other time as agreed to by their manager, without eligibility for overtime and/or penalties in order to complete work assignments. Alternatively the employee may, with the mutual agreement of their manager, use banked time credits to cover such absences.
- 11.6 Witness or Jury Duty Employees called to serve on juries or to obey a subpoena shall receive their regular salaries during such periods. An employee serving on a jury will not be assigned to work on evenings or weekends during such jury service.
- 11.7 Leave of Absence The Company will consider, on an individual basis, all requests for long term leaves of absence without pay. Such requests must be made in writing to the employee's Manager, specifying the reasons and the duration for the leave. As per Article 9.1.3, an employee who fails to return to work upon completion of the leave of absence or who uses the leave of absence for purposes other than those specified, will be subject to termination of employment. The granting of such leave will be at the sole discretion of the Company.
- 11.8 Education and Training The Company encourages all employees to expand their knowledge through either formal education or special courses and seminars. The Company will

reimburse an employee for one-half  $(\frac{1}{2})$  of the cost of the program, providing that:

- (a) The course, seminar or continuing education program must be approved in advance and must relate to the job classification of the employee, or directly further the employee's advancement within the Company.
- **(b)** The course, seminar or continuing education program must be successfully completed and the Company provided with a detailed receipt of expenses, certificate of achievement or diploma and course marks.

The Company, at its discretion and with regard to operational requirements may modify work schedules, including providing time-off from work, to assist an employee requesting accommodation to complete such courses.

- 11.8.1 If the Company requests that an employee attend a particular course, seminar or continuing education program, and the employee agrees, the Company will pay one hundred percent (100%) of the costs.
- 11.9 Outside Activities The first professional obligation of employees shall be to the Company. Employees shall be free to engage in any activities outside working hours provided such activities do not consist of service performed for any other person or Company in direct competition with the Company or when such activities would create a conflict of interest (unless prior approval is obtained from the Company) and provided these outside activities do not interfere with their service to the Company.

## ARTICLE 12 Travel Provisions and Expenses

- **12.1 Transportation** The Company shall reimburse the employees for all necessary travelling and other expenses when such travel is authorized by the Company.
  - a) All per diems in accordance with this article shall be paid in U.S. Dollars when the employee is assigned to travel outside Canada.
  - b) Use of the employee's own automobile for transportation in connection with their assigned duties must be previously authorized before reimbursement will be made.
- 12.1.1 When employees are authorized to use their own automobile for transportation in connection with their duties, they shall be reimbursed based on the mileage reimbursement rate in the Bell Discretionary Expense Policy. The Company shall have the right to determine the method of transportation used except that the use of public motor buses shall not be required when transportation of heavy or bulky technical equipment is required. Employees shall not be required to use their own automobiles unless they consent thereto. Employees shall be reimbursed every two (2) weeks for all authorized expenses, made for and on behalf of their assignments as provided herein upon submitting a statement for approval, with receipts where appropriate, on forms prescribed by the Company.
- **12.1.2** The Company agrees to maintain adequate liability insurance on all vehicles owned or rented which the Company requests an employee to drive. Said vehicles will be maintained in a safe operating condition. It is the

responsibility of an employee to report immediately any operating deficiencies so that they may be remedied. Company vehicles are not to be used for personal purposes, without prior Company approval.

**12.1.3 Travelling Time Credits** - Employees shall be credited with all time used during their day's assignments in which travelling is authorized, except as follows:

Employees travelling on a common carrier on a work day when no work is done shall be credited with all time used at basic (straight time) rate, with a maximum credit of twelve (12) hours in any one day computed as follows:

- (a) When the employee departs from home, from one hour before the departure of the common carrier to the time of arrival of the common carrier at the final destination.
- (b) When the employee departs from their normal place of employment to travel on a common carrier, from the time the employee reported to their normal place of employment to the time of arrival of the common carrier at the final destination.
- (c) When the employee departs from a place of lodging when on an out-of-town assignment, from one hour before the departure of the common carrier to the time of arrival of the common carrier at the final destination.

In the case of international travel in accordance with (a) and (c) above, one hour will be added to compensate for the additional time required for Customs and Immigration clearances.

It is understood that travel on a day off shall be regarded as work on a day off and shall be calculated using (a), (b) and (c) above.

- 12.1.4 Employees who are unexpectedly required to begin or end a tour of duty (i.e. the employee was not notified of a change in start or finish time in accordance with Article 14.4) at a time when public or other transportation is not available shall be reimbursed the cost of taxi/ride share fare to or from home upon presentation of a proper receipt.
- **12.1.5** Any female employee who begins or finishes her authorized assignment between 0001 hours and 0600 hours shall be reimbursed taxi/**ride share** fare home when required, upon presentation of a proper receipt to a maximum of twenty (\$20) dollars per tour of duty.
- **12.1.6** The Company shall provide sufficient working time and reimburse an employee for any approved expense incurred by the employee in travelling between assignment locations within Metropolitan Toronto after the employees' tour of duty has begun at one location.
- **12.2 Expenses** Providing that the Company does not provide a meal [Article 15.4(b)], when employees are required to work "out-of-town", they shall be reimbursed for the cost of any meal required during their regular meal period as follows:

(a)	Breakfast	\$13.00
(b)	Lunch	20.00
(c)	Dinner	30.00
(d)	Subsequent	12.00

**12.2.1** The meal allowances contained in Article 12.2 will not apply to ENG/EFP Camera Operators unless they are assigned

to a meal period outside of the area defined in the map appended to this Agreement.

- **12.3 Definition of Location and Location Expenses** For the purposes of this Agreement, the following definition of "location" shall apply:
- (a) "Local" location is considered to be any point within the municipalities of Metropolitan Toronto and Mississauga, which includes Pearson Airport.
- (b) "Out-of-Town" location shall be any point beyond the limits defined as "Local" location.
- 12.3.1 Employees on "out-of-town" assignments which require overnight accommodation, shall receive a per diem allowance of seventy-five dollars (\$75.00) or Company policy, whichever is higher, to cover the cost of meals and miscellaneous expenses for each completed twenty-four (24) hour period, or three dollars and twenty-five cents (\$3.25) per hour to a maximum of seventy-five dollars (\$75.00) where absences involve fractions of a day. Where exceptional conditions require higher per diems than those contained herein, the Company will provide an additional amount based on conditions at the location concerned. Per diem allowances will be paid in U.S. funds for travel outside of Canada. Costs of currency conversion or purchase of foreign funds will be reimbursed upon submission of receipts on an expense statement.

Where suitable meals, including choice of items, recognizing individual dietary requirements including, vegetarian, religious, and/or medical considerations, are provided to employees on assignment who receive the required time away from work duties to eat, the per diem amounts may be reduced

up to the amount of meal allowances involved in accordance with Article 12.2. A reduction of per diems will not apply when only light items are available at the same time work is being performed.

- **12.3.2** Employees on "out-of-town" assignments requiring overnight accommodation shall receive single occupancy first class accommodation as per CAA standards at Company expense when available at the location concerned.
- **12.3.3** Full-time employees on "out-of-town" assignments will be provided with a Company credit card to expense authorized travel expenses. Each employee must give an accounting of expenses together with receipts within five (5) days after completion of the assignment.
- 12.3.4 Full-time ENG and EFP Camera Operators shall be given a credit card, if requested, to cover miscellaneous expenses during their assignments. Otherwise employees shall be reimbursed for approved expenses within the pay period after an expense voucher, complete with receipts, is submitted. Each employee must give an accounting of expenses together with receipts within five (5) days after completion of the assignment.

# ARTICLE 13 Annual Vacation and Paid Holidays

**13.1 Annual Vacations** – The Vacation Year shall be from January 1 to December 31. Employees shall be entitled to an annual vacation with pay in accordance with the following table:

Less than 1 year	1.5 days per month (maximum 15 days)*
1 - 6 years	15 days
7 - 11 years	20 days
12-17 years	23 days
18 -24 years	25 days
25 years and above	30 days

- \*Prorated according to portion of calendar year worked (1.5 days per month for a maximum of 15 days). If the hiring date is between the 1<sup>st</sup> and the 15<sup>th</sup> the entire month will be considered in the vacation calculation. If the hire date is after the 15<sup>th</sup> the current month will then be excluded from the calculation.
  - (i) Employees who have obtained a higher milestone as of January 1, 2015 shall be entitled to maintain the higher vacation entitlement until they reach the next milestone in accordance with the above table. Employees who have a greater entitlement than the above table shall be grandfathered.
  - (ii) An employee shall be credited on January 1<sup>st</sup> with the calendar year credits. Employees attaining a milestone within the forthcoming calendar year shall be credited with the milestone on January 1<sup>st</sup>.
  - (iii) Vacation must be taken between January 1<sup>st</sup> of the calendar year in which they are earned and April 30<sup>th</sup> of the following year. In extenuating circumstances only, which will include employees returning to work following certain leaves, and with the permission of the Vice-President, or their designee, earned vacation credits may be carried beyond April 30<sup>th</sup>.

(iv) If employment is terminated involuntarily all earned vacation credits shall be paid out in cash. If the employee quits it is understood vacation credits not taken prior to leaving the Company will not be paid except for what is required by the Canada Labour Code, 4%, 6% or 8% if applicable). In such circumstances, the employee's vacation eligibility before leaving the Company is prorated according to the portion of the year worked.

- 13.1.2 Scheduling of Annual Vacation The Company shall have the right to determine the number of employees which may be released for vacation from any job classification at any one time. Preference shall be given on the basis of Union seniority within the job classification, provided that an employee with more seniority may not require the Company to alter a scheduled vacation of an employee with less Union seniority once the vacation period has been confirmed by the Company. Subject to the above conditions, employees may take their vacation at any time by submitting their request to their supervisor at least sixty (60) days in advance of the proposed vacation period. The Company shall confirm or deny the vacation request within fifteen (15) working days following its submission. The granting of such requests shall not be unreasonably withheld.
  - (a) When the projected vacation period is to begin or end during the period of June 15<sup>th</sup> and September 15<sup>th</sup>, the request must be submitted prior to April 1st otherwise preference on the basis of Union seniority will not exist. Subject to scheduling emergencies, approved vacation schedules will be posted no later than May 1st.

(b) When the projected vacation period is to begin or end during the period between December 20<sup>th</sup> and January 4<sup>th</sup> the request must be submitted prior to October 15<sup>th</sup> otherwise preference on the basis of Union seniority will not exist. It is understood that an employee may only use a maximum of five (5) vacation days during this period. Subject to scheduling emergencies approved vacation schedules will be posted no later than December 1<sup>st</sup>.

For each of the vacation periods described in 13.1.2 (a) and (b) above, vacation shall be picked in rounds by Union seniority as follows:

In the first round, an employee may choose days or weeks of vacation within two one-week periods (which shall be consecutive if requested) in the case of subparagraph (a) and up to five consecutive days in the case of subparagraph (b).

In the second round, an employee can choose the remaining vacation credits using either full weeks or individual days.

Vacation requests on short notice will be considered on a case by case basis.

13.1.3 An employee who is absent on the work day prior to or subsequent to a paid vacation or float day as per article 13.2 may be required to provide a medical certificate verifying any similar absence in the next two (2) years (following the first absence). In the event such an employee, who is advised by their Manager prior to another vacation period, to provide a medical certificate verifying an absence prior or subsequent to a vacation period fails to provide a valid medical certificate, the absence shall be deemed to be an unacceptable absence for which corrective action may be implemented.

**13.1.4** Employees shall be entitled to have at least two (2) weeks of their vacation scheduled consecutively and request for additional consecutive vacation leave will not be unreasonably denied.

**13.1.5** The vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup> and employees must use vacation entitlements in the vacation year in which they apply in accordance with Article 13.1 (iii). If this is not done the Company may assign the vacation upon two weeks advance notice.

**13.2 Paid Holidays** - The Company recognizes the following as paid holidays:

New Year's Day Good Friday Victoria Day Canada Day Civic Holiday Labour Day

**National Day for Truth and Reconciliation** 

Thanksgiving Day Christmas Day Boxing Day

Plus any day duly proclaimed by the Federal or Provincial Authority as a public holiday. In addition to the holidays listed above, two (2) additional holidays will be granted and taken at the mutual discretion of the employee and the Company. In the case of new employees, the additional holiday shall be credited after six (6) months Company seniority, and the second additional holiday shall be credited after twelve (12) months Company seniority. The credited additional holidays shall be taken within the calendar year in which they are earned.

When one of the holidays listed above falls on a Saturday or Sunday and another week day is proclaimed a holiday by the Federal or Provincial Government, the Saturday or Sunday shall be deemed to be the holiday for the purposes of this Agreement, except for those employees who regularly work Monday through Friday, in which case the proclaimed day shall be the holiday.

Employees who for personal or religious reasons wish to observe a holiday other than the above listed paid holidays may, upon reasonable advance written notice, request that one of the paid holidays, or a floating holiday, be considered as a normal working day and that another day be substituted and that the substituted holiday shall be treated as a paid holiday for the purposes of this Agreement.

An employee who is absent on a work day prior to or subsequent to a statutory holiday, may, for up to the next two (2) years, be required to provide a medical certificate, to justify an absence immediately before or after a paid holiday in order to qualify for statutory holiday pay.

- **13.2.1** Full-time employees shall be compensated for the above holidays in the following manner:
  - (a) If the holiday falls on a regular working day and the employee is not required to work, the employee shall receive their normal basic pay for such day.
  - (b) If the holiday falls on the employee's scheduled day off or during a vacation period, the employee may add one (1) day to their annual vacation or be given one (1) day off with pay at a mutually agreeable time.

An employee who regularly works either eight, ten or twelve hour shifts, shall be entitled to add the hours regularly worked to their bank of vacation time. For employees who work different shift durations, such employees shall be entitled to add eight hours to their bank of vacation time.

(c) If a holiday falls on a scheduled work day and the employee is required to work, the employee shall receive two and one-half (2½) times the basic rate (which amount shall include the basic rate) with a minimum credit of eight (8) hours, except that all hours worked and/or credited in excess of eight (8) hours per day, or the regular tour of duty, will be paid at three (3) times the basic hourly rate.

- (d) If the holiday falls on a scheduled day off and the employee is required to work, the employee shall receive three (3) times their basic rate (which amount shall include the basic rate) with a minimum credit of eight (8) hours, except that all hours worked and/or credited in excess of eight (8) hours per day will be paid at three and one-half (3½) times the basic hourly rate.
- 13.2.2 With respect to Article 13.2.1, (c) or (d), an employee shall be permitted to add one (1) day off to their annual vacation or be given one (1) day off at a mutually agreeable time, and this shall result in a reduction of the normal basic pay only from the holiday payment earned under either Article 13.2.1 (c) or (d). The employee must indicate their option on the time sheet submitted for such holiday. If the employee elects to add one (1) day off, then the employee also must indicate the date desired on that time sheet. If, at such time, the employee fails to designate a date for their day off, then the Company shall pay the employee for the holiday in lieu of the day off. Under Article 13.2.1 (b), (c) or (d), the maximum number of days off that may be added to the annual vacation is five (5) per year. If the days off that are added to the annual vacation exceed five (5) days then the Company will pay the employee for any days off that are in excess.

13.3 Scheduling of Christmas and New Year's Holidays -Before October 15th of each year the employees will advise the Company, in writing, of their preference of scheduling of Christmas or New Year's holidays. The employee's choice of Christmas or New Year's Day shall be granted based on Union seniority within the job classification and each employee, if they so request it, shall be scheduled off on either Christmas or New Year's Day. Confirmation of the employee's request for either holiday shall be posted by the Company by December 1. This Article shall not apply to an employee who has elected to substitute a holiday for either Christmas or New Year's Day (Article 13.2). The Company will make its best efforts to arrange that an employee who has Christmas day or New Year's Day off not be required to work past 20:00 hours on the eve of that holiday. No payment will be made to the employee for any encroachment created by changes in regular shift patterns in order to comply with the employee's request pursuant to this Article.

## ARTICLE 14 Hours and Scheduling of Work

14.1 Work Week - For full-time employees in each fourteen (14) day calendar period there shall be eighty (80) hours of work commencing at 00:01 a.m. Monday, for scheduling purposes only. The work day shall be a minimum of eight (8) hours exclusive of the first meal period, but inclusive of all other meal periods and break periods, but may also be ten (10) or twelve (12) hours. During this fourteen (14) day calendar period there shall be a minimum of four (4) days off which will be scheduled in blocks of two (2) or more consecutive days. No full-time employee shall be required to work more than seven (7) consecutive days without receiving days off. If days off are scheduled before and after a paid holiday, and the

employee is not required to work the paid holiday, the days off will be considered to have been scheduled consecutively.

It is agreed that employees who are regularly scheduled to work eight (8) hour shifts will not be scheduled to work ten (10) hour or twelve (12) hour shifts unless it is part of a regular rotating shift pattern.

Employees classified as clerical will have an inclusive one (1) hour first meal period. Employees classified as "clerical" employees will be defined as: Hospitality/Special Events Assistant; Switchboard/Receptionist; Accounting Clerk #1; Accounting Clerk #2; Accounting Clerk Senior; Traffic Coordinator Junior; Traffic Coordinator Senior.

**14.1.1 Agreed Schedules** - The Company and the Union recognize that there are different work schedules or shift patterns possible within the framework of the Company's operation other than the standard work period or work day. To this end, the Company will plan with such employees work schedules which are mutually agreeable and in such cases it is agreed that the overtime provisions of Article 14 and meal provisions of Article 15 and any other Articles affected will be modified as required.

Any such agreed schedules will be put in writing, and signed by both parties. All affected members shall vote on the proposed schedule prior to implementation and approval of seventy percent (70%) of affected members shall be required for approval. The Local Union shall conduct the vote. Notwithstanding the foregoing, such agreed upon schedules may be reverted to the normal work period by either the Company or the Union giving at least eight (8) weeks' notice. The parties agree that "Agreed Schedules" continuing from one Collective Agreement to another shall be put in writing and signed by the parties and voted on by affected members at the time of renewal.

- 14.2 Tour of Duty A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during a day, calculated to the end of the last quarter (¼) hour in which work was performed. If a tour of duty extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts. There will be no assignment of split shifts, however, part-time employees may elect to accept more than one assignment in a day.
- 14.2.1 (a) Attendance It is every employee's responsibility to report to work on time as scheduled unless an employee is medically unable to report for work as per Article 11.1.1. In the event an employee is unable to report for work for any other reason the employee must notify the Company as soon as reasonably possible but no later than two (2) hours before the beginning of the scheduled start time where reasonably possible. Excessive absenteeism will be managed through Corrective Action (Article 8.1).
  - (b) Lateness Employees are responsible for initiating work at their designated start time. An employee who is not prepared to initiate work at the designated start time is late for work regardless of the time of arrival. Excessive lateness will be managed through Corrective Action (Article 8.1).
- **14.3 Overtime Computation** All time worked in excess of the regularly scheduled tour of duty, as provided in Articles 14.1 and 14.1.1, in any one (1) day shall be paid at one and

one-half ( $1\frac{1}{2}$ ) times the basic hourly rate of the employee. An additional half ( $\frac{1}{2}$ ) times the basic hourly rate of the employee will be paid for all hours worked in excess of four (4) hours overtime worked, in any tour of duty, as provided in Articles 14.1 and 14.1.1.

- **14.3.1** The Company will use its best efforts to assign overtime in a fair and equitable manner.
- 14.3.2 An employee may refuse to work overtime, however, if all employees in a classification, in a department, refuse to work or cannot be reached to do the work, the Company will require the most junior qualified employee in the classification in the department to do the work. Where such assignment constitutes more than sixteen (16) hours of overtime over the fourteen (14) day period the next most junior qualified employee may be so assigned, and so on.

In the case of work or an assignment of a continuing nature or a business emergency, the employee who had been assigned to the work or assignment may be required to perform the overtime.

**14.4 Posting of Schedules** - Each employee's work schedule shall be posted by 5:00 p.m. two (2) Fridays prior to the week covered by the work schedule. The schedule shall state clearly daily starting and finishing time and days off. Once posted, days off shall not be changed without the employee's consent.

Notice of change in starting time shall be given as far in advance as possible, but not later than 1:00 pm of the day prior to the day in question to replace an employee in the case of unexpected absence or 5:00 pm two (2) days prior to the day in question for any other reason, except as follows:

(a) If a change in start time occurs within seven days of the effected tour of duty the employee shall receive, in addition to their regular pay for the tour of duty, one hour of pay at time and one half basic for each hour the start time is altered in excess of three hours.

**(b)** If a change in start time occurs after 1:00 pm the day prior to the day in question, in the case of the unexpected absence of another employee or 5:00 pm two days prior to the day in question for any other reason, the employee shall be credited with all hours originally scheduled, plus any additional hours, provided that such time is paid for at the appropriate rate.

Where a change in start time occurs in (a) or (b) above it is understood that (a) or (b) will apply but not both.

When an employee is on duty, the Company will be deemed to have given notice of change in start time when such notice is posted and the Company has made a reasonable effort to reach the employee. If the employee is off duty, the Company will notify the employee directly. Employees on duty have an obligation to check the work schedule for changes.

It is the intent of the foregoing to ensure that each employee shall be apprised of the daily work schedule at the earliest possible time.

**14.4.1** Excepting where weekend work is a condition of employment, the department heads will arrange work schedules so that each employee shall have at least every third (3rd) weekend off unless agreed to otherwise by the employee and the Company.

14.5 Scheduled Days off - A scheduled day off, vacation day, or day in lieu shall be defined as twenty-four (24) hours for each such day, plus a turnaround period of twelve (12) hours for a total of thirty-six (36) hours. Where two (2) or more days off are taken consecutively, or in conjunction with a paid holiday or leave of absence, only one twelve (12) hour turnaround period shall apply.

14.6 Work on Scheduled Days Off - When an employee agrees to work on a scheduled day off, work performed on that day shall be compensated at one and one-half (1½) times the basic rate, with a minimum credit of eight (8) hours. When an employee works on a second day off after having worked on their first day off, work performed on the second day off shall be compensated at two (2) times the basic rate, with a minimum credit of eight (8) hours. Should the hours worked on a day off exceed eight (8) hours, all time worked in excess of eight (8) hours [but less than twelve (12) hours] will be paid at an additional one-half (½) times the basic rate. Should the hours worked or credited on a day off exceed twelve (12) hours, all time worked or credited in excess of twelve (12) hours will be paid at an additional one (1) time the basic rate.

Hours Worked/Credited	1st Day Off	2nd Day Off
0 - 8	1½ x Basic	2 x Basic
8 - 12	2 x Basic	2½ x Basic
Over 12	2½ x Basic	3 x Basic

**14.6.1** An employee may refuse to work on a scheduled day off and shall not be penalized for such refusal, however where there is an unexpected absence of a scheduled employee, or where a business emergency requires it, work on a scheduled day off will be assigned to any available qualified employee in

inverse order of department seniority. Where such assignment constitutes more than sixteen (16) hours of overtime over the fourteen (14) day period the next most junior qualified employee may be so assigned, and so on.

An employee is available if they can be reached and directed to work. The Company will make a reasonable effort to reach a junior qualified employee before assigning a senior employee.

- 14.6.2 Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than the end of the fourth (4th) hour of the previous shift of the employee concerned. If such notice is not given, the employee shall receive a minimum of four (4) hours pay at the basic rate, computed separately from the work week.
- 14.6.3 When work was performed on consecutive days off in different work periods, e.g., two (2) consecutive days off in one (1) work period are taken contiguously to the two (2) consecutive days off in the following period, then any consecutive days off worked in the sequence shall be compensated as work performed on a second day off (Article 14.6).
- **14.7** Turnaround A turnaround period is the period of at least twelve (12) hours between the end of one (1) tour of duty or between the end of a call-back and the commencement of the next tour of duty.
- **14.7.1** All time worked which encroaches on the turnaround period shall be paid for at an additional one-half ( $\frac{1}{2}$ ) the basic hourly rate computed separately from the work week except as provided in Article 14.7.3.

**14.7.2** In the event a turnaround period is less than four (4) hours, the shift shall be considered continuous.

- **14.7.3** No payment shall be made for the following encroachments:
  - (a) On a swing-in-shift, on a regular rotating shift pattern which occurs in conjunction with an employee's day off.
  - **(b)** On a shift where an employee is released from duty to attend labour/management meetings.
  - (c) To employees who are self-assigning, except where such employees are scheduled by the Company, or where the work requirements create overtime hours that are beyond the control of the employee that results in encroachment, and where such overtime is authorized or approved by the Company.
- **14.8** Call Back Should an employee who has completed a tour of duty be called back to work, the employee shall be paid at time and one-half  $(1\frac{1}{2})$  rate with a minimum credit of four (4) hours.
- 14.9 Temporary Upgrades In the event that an employee is temporarily assigned to perform work for a period of at least one (1) hour and not more than four (4) hours in a higher paid classification than that to which they are permanently assigned the employee shall receive premium pay in the amount of half their basic hourly rate in addition to all other entitlements. If the assignment is for more than four (4) hours, during any tour of duty, the premium payment shall be their basic hourly rate in addition to all other entitlements.

Where the employee is upgraded two or more wage groups higher or is upgraded to a position outside the bargaining unit the employee shall receive half their basic hourly rate when the upgrade is between one (1) and not more than four (4) hours with a minimum payment of fourteen dollars (\$14.00), in addition to all other entitlements, and their basic hourly rate when the upgrade is for more than four (4) hours, during any tour of duty, with a minimum payment of twenty-eight dollars (\$28.00) in addition to all other entitlements.

This clause shall not be used for the purpose of reducing the number of employees in the job classifications to which such employee is being upgraded. At the time of assignment to a higher classification, an employee shall be verbally advised of their temporary upgrading. Temporary upgrade will not be paid when the employee is training in a higher paid classification.

- 14.9.1 Without their consent, no employee shall be permanently transferred or assigned to a position outside the bargaining unit and the employee will not be penalized for such refusal.
- **14.10** Night Differential Employees shall be paid a night differential of three dollars (\$3.00) per hour for work performed between the hours of 1:00 a.m. and 6:00 a.m. with a minimum payment of one (1) hour. Night differential shall not be deemed overtime or part of the basic pay.
- **14.11 Excessive Hours and Safety** The Company shall not assign excessive hours of work to employees. The Company also agrees to give proper attention to the elimination of working conditions which are a hazard to the health and safety of employees.

**14.11.1** Where the Health and Safety Committee and the Canada Labour Code, Part II, requires it, the Company agrees to supply protective clothing and/or safety devices for employees on assignments (e.g., remotes, towers), where conditions require their use and to supply other special attire where required.

Employees have an obligation to use safety equipment, materials and clothing as supplied, to follow procedures with respect to their use and to take all reasonable precautions to ensure the safety of themselves and fellow employees. The Company shall reimburse an employee, who is required to purchase safety boots, to a maximum of seventy-five dollars (\$75.00) per year or one-hundred and fifty dollars (\$150.00) every two (2) years (from the date of purchase) upon presentation of an appropriate receipt.

**14.11.2** A first-aid kit will be maintained in each work area or vehicle, as determined by the Health and Safety Code. Where appropriate, vehicles provided by the Company for travel to and from remote sites shall contain: first aid kits, foul weather gear, basic tools, and a safety partition.

Employees have an obligation to inspect supplied equipment on a regular basis and report any deficiencies to their Supervisor or Department Manager.

14.11.3 The Company shall pay a monthly bonus of thirty-five dollars (\$35.00) (not to be included in the base rate) to each employee [to a maximum of six (6) at any one time] who holds a valid Industrial First Aid Certificate including a CPR qualification. As the intent of this qualification is to have six (6) bargaining unit members contribute towards the fulfillment of the Company's obligation to provide a safe workplace, the selection shall be made after prior consultation with the Union.

An employee receiving this bonus shall have an obligation to provide first-aid services.

- **14.11.4** All ladders used on; electrical outlets, scaffolding and platforms must be in compliance with safety laws.
- 14.11.5 No employee shall be disciplined or discharged for refusal to work on a job in any work place or to operate any equipment where they have reasonable grounds to believe that it would be unsafe or unhealthy to do so or where it would be contrary to applicable Federal, Provincial, or Municipal regulations or legislation. Where, in such circumstances, the employee does not work, the employee shall not suffer a loss of pay.
- **14.11.6 Remote Assignments** In the operation of ENG-EFP cameras, Microwave Truck (Live Eye), Satellite Truck and related equipment, it is understood that employees will not be unreasonably denied assistance when it is requested. The safety of the operator, other employees and the public shall take precedence over all other considerations.
- **14.11.7** The Company shall provide inspections and necessary repairs to ensure that equipment meets pertinent Federal or Provincial standards.
- 14.11.8 A Joint Health and Safety Committee shall be constituted consisting of two (2) representatives of the Company and two (2) representatives of the Union, which shall identify any potential dangers and health hazards, and obtain information from the Company or other persons respecting the identification of hazards and health and safety practices elsewhere. The Committee shall meet at least nine (9) times per calendar year in accordance with the Canada Labour Code. Notes shall be taken of all meetings and copies shall be sent to

the Company and the Union. Time spent on the Safety Committee to attend meetings or inspections will be considered as time worked.

**14.11.9** Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the Union, shall make periodic inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. Time spent on such inspections shall be considered as time worked.

**14.11.10** The Joint Health and Safety Committee shall have access to the accident reports submitted to the Company, its carrier and the government or its agencies, but in no case the medical record of any employee without the express written consent of the employee.

# ARTICLE 15 Meal Periods and Break Periods

15.1 First Meal Period - Unless mutually acceptable arrangements are made among a majority of employees assigned to a particular project, or the employee is free to determine the scheduling of the meal period, the first meal period of not less than thirty (30) minutes and not more than one (1) hour shall commence not earlier than the beginning of the fourth (4th) hour and be completed by the beginning of the seventh (7th) hour. Employees who are scheduled to work on a regular ten (10) to twelve (12) hour tour of duty will have a first meal period of one (1) hour which shall commence not earlier than the beginning of the fifth (5th) hour and be completed by the beginning of the eighth (8th) hour. Time under this article shall be computed from the beginning of the work day.

## Replace current Article 15.1 effective May 10, 2023

15.1 First Meal Period - Unless mutually acceptable arrangements are made among a majority of employees assigned to a particular project, or the employee is free to determine the scheduling of the meal period, the first meal period of not less than thirty (30) minutes and not more than one (1) hour shall commence not earlier than the beginning of the fourth (4th) hour and be completed by the beginning of the seventh (7th) hour except for CP24 News employees for which the first meal period shall commence not earlier than the beginning of the third and one-half  $(3\frac{1}{2})$  hour mark. Employees who are scheduled to work on a regular ten (10) to twelve (12) hour tour of duty will have a first meal period of one (1) hour which shall commence not earlier than the beginning of the fifth (5th) hour and be completed by the beginning of the eighth (8th) hour. Time under this article shall be computed from the beginning of the work day.

## 15.2 Second and Succeeding Meal Period -

- (a) Employees who are on a regular eight hour tour of duty shall be entitled to a second meal period after ten (10) hours of work. Employees who are on a regular ten (10) or twelve (12) hour tour of duty shall be entitled to a second meal period after twelve (12) hours of work. A second meal period of not less than thirty (30) minutes and not more than sixty (60) minutes shall be assigned within the first two (2) hour period after ten (10) hours of work or within the first hour period after twelve (12) hours of work following entitlement.
- **(b)** An additional meal period of not less than thirty (30) minutes and not more than sixty (60) minutes will be

assigned when employees are required to work more than a fifteen (15) hour tour of duty.

- **15.2.1** Twelve dollars (\$12.00) shall be paid to compensate for the cost of this second or succeeding meal, provided that compensation in Article 12.2 has not been claimed.
- 15.3 Meal Displacement Penalty When an employee has not been given a meal period within the time limits required by Articles 15.1 and 15.2, the employee shall be compensated an additional thirty (30) minutes or sixty (60) minutes, depending on the length of the meal period that should have been received, at one and one-half  $(1\frac{1}{2})$  times the employee's basic rate, computed separately from the work week, in addition to the overtime payment for the additional time worked.
- **15.4 Meals on Remotes** In the event that a location is so situated that no facilities serving food are readily available to the employees during the assigned meal period, the Company shall:
  - (a) allow the employees sufficient added time and supply adequate transportation to travel to a place where food can be obtained, or
  - **(b)** at its own expense furnish the employees with an appropriate meal which shall include a hot main course where circumstances permit. When the Company supplies an appropriate meal the allowances in Article 15.2.1 shall not be paid.
- **15.4.1** The Company may at its option provide an appropriate meal in accordance with Article 15.4 (b) to employees on remote location.

15.5 Employees shall not be required to travel from their assigned location to other studios or remote locations during their meal periods or any part thereof.

- **15.6** Except in extreme circumstances no employee shall be required to work more than six (6) hours without a meal period.
- 15.7 Rest Periods All employees shall be entitled to two (2) fifteen (15) minute rest periods during each tour of duty. Rest periods shall be arranged so as not to interfere with the efficient operation of the station. Rest periods shall not be deducted from hours of work.

# **ARTICLE 16 General Wage Provisions and Wages**

- **16.1** Employees shall be paid according to the wage schedule of the classification for which they are hired and/or assigned, with credit for years of service within the classification and any credit for industry experience recognized by the Company at the time of hiring.
- 16.2 Progression up the salary schedule within each classification shall automatically occur on the first day of the month following nearest to the employee's semi-annual or annual anniversary date of hire, transfer or promotion to the wage classification.
- 16.3 When an employee is transferred into a higher pay classification, the employee shall move into the higher salary scale on the first day of the next complete pay period and receive a salary increase which would place the employee on the next higher wage step in the new group, and shall

automatically progress upward on the annual or semi-annual anniversary date of their transfer.

- 16.4 The employees' regular net salary will be paid biweekly by direct deposit. Overtime and penalty payments will be made in conjunction with the regular salary payments no later than two pay periods following the pay period during which it was earned and claimed.
- **16.4.1** Unless the Company decides otherwise, employees shall, on a weekly basis, complete and submit their time sheets electronically using on-line forms provided by the Company or physical forms.
- 16.4.2 It is the responsibility of the employee to make claims for any and all premiums, bonuses and/or penalties (collectively referred to as "Additional Pay") owed to them by the Company. Employees must indicate any and all additional pay claimed on the time sheet submitted for the week in which such additional pay was earned. The time sheets as submitted by the employee shall be reviewed by the Company to ensure that the Agreement has been properly applied, based on the information contained on the time sheet.

Employees will be advised of any changes made on their time sheet after their original submission and a photocopy will be provided the employee, if requested.

**16.5** Wage Groups and Classifications - Senior positions within the following classifications are merit appointments and may be filled at the Company's discretion:

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# **GROUP A**

Building Maintenance 1	Receptionist
Cleaner	Shipper
Hospitality/Special Events Asst	Switchboard/Receptionist
Labourer	

Group A	2021 Rate	June 2022 - 2.75% increase	Hourly Rate	June 2023 - 2.5% increase	Hourly Rate	June 2024 - 2.5% increase	Hourly Rate
Start	40,984.97	42,112.06	20.2462	43,164.86	20.7523	44,243.98	21.2711
6 months	43,088.72	44,273.66	21.2854	45,380.50	21.8175	46,515.01	22.3630
12 months	45,147.34	46,388.89	22.3024	47,548.62	22.8599	48,737.33	23.4314
24 months	47,207.37	48,505.58	23.3200	49,718.22	23.9030	50,961.17	24.5006
36 months	49,266.00	50,620.81	24.3369	51,886.33	24.9454	53,183.49	25.5690

# GROUP B

Accessibility Transcriptionist	Communications Assistant - Bravo/Space	Teleprompter Operator
Accounting Clerk 1	Librarian Junior	Traffic Coordinator Junior
Assistant Public Affairs	Programming Assistant	TVA (Television Assistant)
Assistant Public Relations	Promotions/Publicity Assistant	Unit Assistant
Building Maintenance 2	Public Affairs/Audience Relations Asst.	Web Content Coordinator 1
Buyer 1	Secretary	

Group B	2021 Rate	June 2022 - 2.75% increase	Hourly Rate	June 2023 - 2.5% increase	Hourly Rate	June 2024 - 2.5% increase	Hourly Rate
Start	43,088.72	44,273.66	21.2854	45,380.50	21.8175	46,515.01	22.3630
6 months	45,147.34	46,388.89	22.3024	47,548.62	22.8599	48,737.33	23.4314
12 months	47,207.37	48,505.58	23.3200	49,718.22	23.9030	50,961.17	24.5006
24 months	51,579.83	52,998.28	25.4799	54,323.24	26.1169	55,681.32	26.7699
36 months	55,950.88	57,489.53	27.6392	58,926.77	28.3302	60,399.94	29.0384

Accessibility Administrator	Carpenter	Graphic Artist	Production Coordinator Bell Media Studios
Accessibility Operator	Communications Coordinator	Librarian	Production Coordinator Digital Media
Accessibility Transcriptionist Senior	Coordinator, Creative Services	Make-up Artist	Programming Assistant/Editor
Accounting Clerk 2	Coordinator, Promotions	Media Digitizer	Programming Assistant Senior
Assistant Maintenance Supervisor	Coordinator – Social Policy / Media Education	Production Assistant 1	Technical Assistant
Assistant Shipping Supervisor	Court Artist	Production Coordinator	Technical Storekeeper
Building Maintenance 3	Customer Service Coordinator Digital Media	Production Coordinator Creative	Traffic Coordinator
Camera Operator Junior	Editorial Assistant	Production Coordinator Bell Media Scheduling	Web Content Coordinator 2
			Web Video Content Coordinator 2

		June 2022 -		June 2023 - 2.5%		June 2024 -	
Group C	2021 Rate	2.75% increase	Hourly Rate	increase	Hourly Rate	2.5% increase	<b>Hourly Rate</b>
Start	47,207.37	48,505.58	23.3200	49,718.22	23.9030	50,961.17	24.5006
6 months	49,266.00	50,620.81	24.3369	51,886.33	24.9454	53,183.49	25.5690
12 months	51,579.83	52,998.28	25.4799	54,323.24	26.1169	55,681.32	26.7699
24 months	55,950.88	57,489.53	27.6392	58,926.77	28.3302	60,399.94	29.0384
36 months	60,113.26	61,766.37	29.6954	63,310.53	30.4378	64,893.29	31.1987
48 months	64,698.63	66,477.85	31.9605	68,139.79	32.7595	69,843.29	33.5785

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# **GROUP D**

Accessibility Operator Senior	Community Investment Rep	Graphic Designer	Production Scheduler	Sr. Coordinator Creative Services
Accessibility Production Coordinator	EFP Camera Operator Junior	Librarian Senior	Programming Assistant Editor Senior	Technical Storekeeper Senior
Accounting Clerk Senior	EFP Editor Junior	Lighting Technician	Publicist	Traffic Coordinator Senior
Advertising Coordinator	Electronic Graphics	Make Up Artist Senior	Researcher	User Interface (UI) Designer
Assignment Editor Junior	Electronic Graphics - News	Media Services Technician	Scheduler	Voice Over Assistant
Audio Assistant	ENG Camera Operator Junior	Music Programmer Assistant	Segment Producer Junior	Weather Graphics Operator
Building Maintenance Supervisor	ENG Editor Junior	Production Assistant 1 Senior	Senior Production Coordinator Creative	Web Content Coordinator 3
Camera Operator	Event Planner & Ticketing	Production Assistant 2	Senior Production Coordinator Bell Media Scheduling	Web Media Encoder
Carpenter Senior	Event Program Planner	Production Assistant 2 - News	Senior Production Coordinator Bell Media Studios	
Communications Officer	Feedroom Operator	Production Coordinator Senior	Shipping Supervisor	
Communications Officer, TSN	Floor Director	Production Coordinator Senior Digital Media	Sports Assistant	

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# **GROUP D**

Group D	2021 Rate	June 2022 - 2.75% increase	Hourly Rate	June 2023 - 2.5% increase	Hourly Rate	June 2024 - 2.5% increase	Hourly Rate
Start	51,579.83	52,998.28	25.4799	54,323.24	26.1169	55,681.32	26.7699
6 months	53,721.65	55,198.99	26.5380	56,578.97	27.2014	57,993.44	27.8815
12 months	55,950.88	57,489.53	27.6392	58,926.77	28.3302	60,399.94	29.0384
24 months	60,113.26	61,766.37	29.6954	63,310.53	30.4378	64,893.29	31.1987
36 months	64,694.40	66,473.50	31.9584	68,135.34	32.7574	69,838.72	33.5763
48 months	68,856.78	70,750.34	34.0146	72,519.10	34.8650	74,332.07	35.7366
60 months	73,437.93	75,457.47	36.2776	77,343.91	37.1846	79,277.50	38.1142

Accessibility Coordinator	Broadband Video Editor	ENG Editor	Production Assistant 2 Senior	Supervisor Creative Services News
Accessibility - Production Supervisor	Broadcast Coordinator	Feedroom Operator Senior	Production Assistant Senior - News	Supervisor On-Air Promotions and Scheduling
Assignment Editor	Broadcast Technician Assistant	Field Audio	Production Floater	Unit Production Manager
Assistant Director	Camera Operator Senior	Field Producer	Production Floater - News	Post Production Coordinator
Assistant Lighting Director	Content Coordinator	Floor Director, Senior	Promotions Supervisor	Media Services Coordinator
Assistant Producer – Digital Media	Director Junior	Graphic Designer Senior	Programming Supervisor	Weather Graphics Operator Senior
Audio CP-24	EFP Camera Operator	Library Supervisor	Segment Producer Live Programming	Web Content Writer Junior
Audio Operator	EFP Editor	Live Eye Operator	Segment Producer Taped Programming	Writer Junior - News
Automated MCR Operator 1	Electronic Graphic Operator Senior - News	Playback Media Coordinator	Scheduler Senior	
BNN Studio & Robotics Operator	Electronic Graphic Operator Senior	Post Sound Operator	Squeezeback Editor	
Broadband Video Coordinator	ENG Camera Operator	Production Assistant Senior	Studio Supervisor	

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# **GROUP E**

Group E	2021 Rate	June 2022 - 2.75% increase	Hourly Rate	June 2023 - 2.5% increase	Hourly Rate	June 2024 - 2.5% increase	Hourly Rate
Start	55,950.88	57,489.53	27.6392	58,926.77	28.3302	60,399.94	29.0384
6 months	60,113.26	61,766.37	29.6954	63,310.53	30.4378	64,893.29	31.1987
12 months	64,694.40	66,473.50	31.9584	68,135.34	32.7574	69,838.72	33.5763
24 months	68,856.78	70,750.34	34.0146	72,519.10	34.8650	74,332.07	35.7366
36 months	73,437.93	75,457.47	36.2776	77,343.91	37.1846	79,277.50	38.1142
48 months	77,642.59	79,777.76	38.3547	81,772.21	39.3136	83,816.51	40.2964
60 months	82,098.24	84,355.95	40.5557	86,464.84	41.5696	88,626.47	42.6089

<b>GROUP I</b>	F
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Assignment Editor Senior		Carpentry Supervisor		Field Producer Senior		Producer/W	Producer/Writer - Promo.	
Associate Producer		Computer Graphic Designer		IT Tech	IT Technician I		Production Floater Senior	
Associate Pro	ducer - News	Commercial P	roducer	Lighting	Director		oater Senior - ws	
Audio CP2	24 Senior	Content Coord	linator 2	Live Eye Segme	ent Coordinator	Segment Pro	ducer/Director	
Audio Oper	ator Senior	EFP Camera Operator Senior		Music Programmer-MUCH		_	roducer Live ning Senior	
Automated MC	Automated MCR Operator 2		EFP Camera/Editor		Operations Floater		oducer Taped ning Senior	
		EFP Editor Senior		Operations Floater MCR/VTR		Technical Director - Live Eye		
BNN Studio Operato		l Packading I		Packaging E	ditor Senior	Web Con	tent Writer	
Broadcast T	echnician 1	ENG Editor Senior		Post Sound Op	perator Senior	Writer	- News	
							ucer Creative vices	
Group F	2021 Rate	June 2022	Hourly Rat	e June 2023	Hourly Rate	June 2024	Hourly Rate	
Start	60,113.26	61,766.37	29.6954	63,310.53	30.4378	64,893.29	31.1987	
6 months	64,694.40	66,473.50	31.9584	68,135.34	32.7574	69,838.72	33.5763	
12 months	68,856.78	70,750.34	34.0146	72,519.10	34.8650	74,332.07	35.7366	
24 months	73,437.93	75,457.47	36.2776	77,343.91	37.1846	79,277.50	38.1142	
36 months	77,642.59	79,777.76	38.3547	81,772.21	39.3136	83,816.51	40.2964	
48 months	82,098.24	84,355.95	40.5557	86,464.84	41.5696	88,626.47	42.6089	
60 months	88,613.94	91,050.82	43.7744	93,327.09	44.8688	95,660.27	45.9905	

Associate F	Producer Senior	ucer Senior Director/Technical Director		Senior Flash Application Architect		Video Producer/Editor News	
	roducer Senior - News	Editor, (	Compositing/ Fir	nishing	Senior Interne Admir	Video Producer - MUCH	
Automated I	MCR Operator 3	Info	ormation Archite	ct		Prod. Creative vices	Web Application Architect
Broadcas	t Technician 2	I	T Technician 2		•	ship Digital er/Editor	Web Content Writer Senior
Commercial	Producer Senior	Light	ting Director Ser	nior	Technica	al Director	Web Developer
Comp. Graph	nic Design Senior	Music Producer – Audio Engineer		User Interface (UI) Designer Senior		Writer - Advertising & Promotion	
CP24 C	CP24 On Air Talent		Operations Floater Senior			Video Producer	
Di	irector	Producer, Computer Graphics Designer News			<b>Video</b> Prod	ducer/ <b>Editor</b>	
Direct	tor - News	Quality Analyst – Digital Media		Video Produce			
Group G	2021 Rate	June 2022	Hourly Rate	June 2023	Hourly Rate	June 2024	Hourly Rate
Start	64,694.40	66,473.50	31.9584	68,135.34	32.7574	69,838.72	33.5763
6 months	68,856.78	70,750.34	34.0146	72,519.10	34.8650	74,332.07	35.7366
12 months	73,437.93	75,457.47	36.2776	77,343.91	37.1846	79,277.50	38.1142
24 months	77,642.59	79,777.76	38.3547	81,772.21	39.3136	83,816.51	40.2964
36 months	82,098.24	84,355.95	40.5557	86,464.84	41.5696	88,626.47	42.6089
48 months	88,613.94	91,050.82	43.7744	93,327.09	44.8688	95,660.27	45.9905
60 months	97,357.45	100,034.78	48.0936	102,535.65	49.2960	105,099.04	50.5284

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# **GROUP H**

Broadcast Technician 3	ENG Camera Supervisor	Super. Writer/Producer Creative Services
EFP Supervising Editor	ENG Editing Supervisor	Super. Writer/Producer Creative Services – Space
Director Senior	IT Technician 3	Technical Director Senior
Director Senior - News	Producer - Special Events/Concerts	Technical Producer
Director/Technical Director Senior	Senior Flash Application Architect	Web Application Architect Senior
Editor Senior, Compositing/Finishing	Supervising Operations Technician	
EFP Camera Supervisor	Supervisor Writer/Producer Creative Services MM, MMM	

		June 2022 -		June 2023 - 2.5%		June 2024 -	
Group H	2021 Rate	2.75% increase	Hourly Rate	increase	Hourly Rate	2.5% increase	Hourly Rate
Start	73,437.93	75,457.47	36.2776	77,343.91	37.1846	79,277.50	38.1142
12	77.642.50	70 777 76	20 25 47	04 772 24	20.2426	02.046.54	40.2064
12 months	77,642.59	79,777.76	38.3547	81,772.21	39.3136	83,816.51	40.2964
24 months	82,098.24	84,355.95	40.5557	86,464.84	41.5696	88,626.47	42.6089
36 months	88,613.94	91,050.82	43.7744	93,327.09	44.8688	95,660.27	45.9905
48 months	97,357.45	100,034.78	48.0936	102,535.65	49.2960	105,099.04	50.5284
60 months	106,141.85	109,060.76	52.4331	111,787.27	53.7439	114,581.96	55.0875

# **GROUP I**

Broadcast Technician 4	
IT Technician 4	
Technical Producer Senior	

Group I	2021 Rate	June 2022	Hourly Rate	June 2023	Hourly Rate	June 2024	Hourly Rate
Start	82,098.24	84,355.95	40.5557	86,464.84	41.5696	88,626.47	42.6089
12 months	88,613.94	91,050.82	43.7744	93,327.09	44.8688	95,660.27	45.9905
24 months	97,357.45	100,034.78	48.0936	102,535.65	49.2960	105,099.04	50.5284
36 months	106,141.85	109,060.76	52.4331	111,787.27	53.7439	114,581.96	55.0875
48 months	114,382.00	117,527.50	56.5036	120,465.69	57.9162	123,477.33	59.3641

- **16.6.** Employees in job classifications designated as Junior shall be transferred laterally (at the same wage level) to the next higher wage group within one (1) year of their employment.
- **16.6.2** The rates in the above scales are minimum rates. Nothing in this Agreement shall prohibit the Company from paying an employee any amount more than the minimum rates.
- **16.6.3** For purposes of computation and this Agreement, the basic hourly rate of the employee shall be 1/2080 of the annual salary set forth above.
- 16.7 (a) Stand-by All employees except Supervisory employees and employees in the Scheduling Department assigned to stand-by shall be compensated at the rate of thirty dollars (\$30.00) per work day in their off hours, and sixty dollars (\$60.00) per calendar day, on a scheduled day off. Stand-by pay shall be computed separately from the work week, call back, Article 14.8 and work on a day off, Article 14.6 and shall be paid in addition to any payments required under the Collective Ageement for time worked.
- (b) Employees in the Scheduling Department assigned to stand-by shall be compensated at a flat rate of eighty dollars (\$80.00) per work day in their off hours, one hundred dollars (\$100.00) per calendar day on a scheduled day off and two hundred and fifty dollars (\$250.00) per statutory holiday.
- (c) Stand-by, as referenced in 16.7 (a) and (b), shall be defined as the employee having been officially designated as "on stand-by" who must be available to perform work or report to work if called. The wearing of a cell phone or other communication device shall not by itself constitute "stand-by".

**16.7.1** Employees who are available to respond to emergency situations from home shall be compensated as follows:

- (a) in addition to 16.7 above, the employee shall receive one and one-half (1 ½) times the basic rate for the first four (4) hours worked and shall receive two (2) times the basic rate for all hours worked in excess of four (4) hours. Hours worked shall be cumulative and claimed in one-quarter (1/4) hour units on the time sheets.
- 16.8 Clothing Allowance ENG Camera Operators, EFP Camera Operators and Live Eye Operators will receive a clothing allowance of up to four hundred dollars (\$400.00) every September and March 1st for the purchase of appropriate shirts, pants, winter parkas and boots and other seasonal outerwear. An employee who wishes to purchase work related outerwear not listed herein will require prior approval from their Manager or their Manager's designate. Receipts are required for reimbursement. A monthly cleaning allowance of forty dollars (\$40.00) will be paid to such employees upon presentation of receipts. If the monthly cleaning allowance is not used it is not permissible to carry over any remaining amount to another month.
- **16.9 Seasonal Outerwear** The Company's full-time Camera Operators and Operations Floaters who are required to regularly work outdoors will receive an allowance of up to two hundred dollars (\$200.00) each September 1st for the purchase of appropriate seasonal outerwear upon presentation of receipts.
- **16.10 Make Up Tools Allowance** Full time Make Up Artists will receive a brush allowance of up to two hundred dollars (\$200.00) every September 1<sup>st</sup> and March 1<sup>st</sup> for the purchase of make up tools. Regular part-time Make Up Artists will receive a brush allowance of up to one hundred dollars (\$100.00) every September 1<sup>st</sup> and March 1<sup>st</sup> for the purchase of make up tools. Receipts are required for reimbursement.

**16.11 On-Air Performance** - The Company will not require bargaining unit employees to perform "on air" functions without their specific consent and will not penalize an employee for such refusal. The Company agrees that "on air" performance is not a occupational requirement of any bargaining unit position.

# ARTICLE 17 Effective Date and Duration

- 17.1 This Agreement shall commence on June 1, 2022, and shall remain in force until May 31, 2025.
- 17.2 In the event that prior to the expiration date of this Agreement either party desires to negotiate a new Agreement, notice, in writing, by registered mail or **email** shall be given to the other party not less than thirty (30) days and not more than one hundred and eighty (180) days prior to the expiry date of this Agreement. In the event such notice is not given, this Agreement shall continue in full force, until a new Agreement is concluded or until a lawful strike or lockout is executed, pursuant to the provisions of the Canada Labour Code, whichever first occurs.
- 17.3 Upon receipt of notice from either party of a desire to negotiate a new Agreement as provided in Article 17.2 above, a meeting shall be held between the parties within twenty (20) days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached, or until either party makes application for conciliation.
- 17.4 If neither party gives notice of termination nor a desire to negotiate a new Agreement, this Agreement shall be automatically renewed for a further period of one (1) year.

17.5 The parties to this Agreement declare that it contains responsibilities and obligations for each such party and that in signing the Agreement, it binds the parties during the Agreement to do everything they are required to do by the Agreement and to refrain from doing anything they are not permitted to do by the Agreement. The parties further understand and declare that in case any provisions of this Agreement are now, or hereafter, inconsistent with any statute of Canada or any Order-in-Council or regulations passed there under, such provisions shall be to that extent deemed null and void or shall be applied in such manner as will conform with law.

In witness whereof the parties hereto have caused this agreement to

e executed by their duly authori, 2023.	zed representatives this <u>11</u> day of
Bell Media	Unifor and its Local 723M
L. Borkwood	
Leah Borkwood	Jake Moore
G. Chatzis	Muhil Name
Ginalia Chatzis	Michael Nguyen
C. Foti	
Catherine Foti	Angelo Contarin
manon Kolic	Jana Barron
Manon Kolic	Frank Barron
Belinda Roulston	25 Aust
Belinda Roulston	Greg Austen
	l Bullo
Stacy Voudouris	Jane Burke
James Wilson	Jordon Povey
Jailles Wilson	/ Jordan Toyey//

Bell Media101	
Attachment No.1 Re: Article 14.1.1	
I/we the undersigned employee(s) request a change in scheduled shellows:	nifts as
I/we agree to waive or modify the following scheduling penalt premiums as provided in the Collective Agreement:	ties or
Approved by Local:	
Date:	
Employee(s)	

.....

Date:.....

#### COMPANY POLICY NON-DISCRIMINATION/HARASSMENT POLICY

#### **Preamble**

All employees of the Company are entitled to employment in a work environment that is free from all forms of discrimination, including personal harassment. This Policy and procedure outlines the commitment of the Company to ensure a harassment-free workplace as required under the Canadian Human Rights Act and will act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment.

This Policy exists to underline the seriousness of workplace harassment and to establish that there is no acceptable level of harassment within the Company. Employees who feel that they are being harassed are encouraged to seek protection under this policy.

Proscribed grounds include race, national or ethnic origin, colour, religion, age, gender, marital status, family status, disability and conviction for which a pardon has been granted.

Harassment on any of these grounds, including personal and sexual harassment, is a form of misconduct.

The Company has made and will continue to make every reasonable effort to ensure that no employee is subject to discrimination or harassment by any other employee, while performing their employment responsibilities.

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#### **Definition of Discrimination/Harassment**

Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome, that denies individual dignity and respect on the basis of such grounds as sex, disability, race, colour, sexual orientation and other prohibited grounds." All employees are expected to treat others with courtesy and consideration and to discourage harassment.

Conduct that is discriminatory or harassing may involve one or a series of incidents. Conduct that occurs when:

- a) submission to such conduct is reasonably perceived as a term or condition of employment (including availability or continuation of work, promotional or training opportunities);
- b) submission to or rejection of such conduct is used to influence decisions or employment matters;
- c) such conduct interferes with an individual's job performance;
- d) such conduct humiliates, insults or intimidates any individual.

Discrimination or harassment can include (but is not limited to):

- a) verbal abuse or threats;
- b) unwelcome remarks, jokes and innuendos, or taunting about a person's body, attire, or sexual orientation;
- c) practical jokes which cause awkwardness or embarrassment;

- d) unwelcome invitations or requests, whether indirect or explicit, or intimidation:
- e) leering at a person's body or other gestures;
- f) condescension which undermines self-respect;
- g) unnecessary physical contact such as touching, patting, pinching, punching;
- h) physical (sexual) assault.

What Harassment is Not

Properly discharged supervisory responsibilities including disciplinary action are not considered to be harassment. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

#### How to Tell if Harassment has Occurred

Harassment will be considered to have taken place if a reasonable person ought to have known that such behaviour was unwelcome. Examples of questions that would indicate whether an activity is welcomed are:

- a) Would you want that employee acting the same way with your own loved one (your spouse or child)?
- b) Would that employee behave the same way if someone they were in a relationship with was standing nearby?
- c) Was there an equal initiation and participation between the employees?

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What to Do if You Are Being Discriminated Against or Harassed Discriminated Against - An employee who believes that they have been discriminated against under the provisions of the Canada Human Rights Act should raise the matter with their Department Head.

**Harassed** - An employee who believes that they are being harassed should not assume that the problem will go away by itself. The employee should not assume that the harassment has to be endured because of possible retaliation, nor should the employee feel guilty or embarrassed. The following steps should be followed:

Step 1: Say "NO!". Tell the person who is harassing you that his or her behaviour is unwelcome by clearly describing the behaviour that you find unacceptable and asking that the behaviour stop.

Step 2: Make a record of the harassment - date, time, location, what happened, witnesses, any action you took to stop the behaviour.

Step 3: If the harassment continues despite your objections, lodge a complaint with your Department Head. The record from Step 2 will assist in the investigation of the complaint.

**NOTE** - In either case, if you believe that it would be inappropriate to lodge the complaint with your Department Head, then you should lodge the complaint with the General Manager.

#### **Resolving the Complaint**

Upon receipt of a complaint, an investigation will be undertaken which will involve interviewing: the complainant, the alleged harasser, and anyone else who has information.

The alleged harasser will be made aware of the complaint and be given an opportunity to respond.

All information gathered will be held in strict confidence and documented.

The complainant's name and/or the circumstances relating to the complaint will not be disclosed to any person except where disclosure is necessary for the purpose of investigating the complaint or initiating disciplinary measures.

If harassment is founded, the harasser will be subject to appropriate discipline up to and including termination.

If the complaint is found to be without merit, all documentation will be destroyed. In order to protect the alleged harasser's reputation, those individuals who were involved in the investigation will be advised that the complaint was unfounded.

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#### LETTER OF UNDERSTANDING NO. 1 Videographers

This letter of Understanding between Bell Media (hereinafter referred to as the "Company") and the Unifor (hereinafter referred to as the "Union"), sets forth a common understanding regarding the Company's employment of Videographers as follows:

- 1. Videographers are reporters who use camera equipment to perform their employment duties and are excluded from the Bargaining Unit, as defined in the Collective Agreement between the parties herein.
- 2. It is not the policy of the Company to have Videographers performing duties that are substantially similar to the duties of ENG camera operators and EFP camera operators, or to permanently displace ENG camera operators and EFP camera operators in the Bargaining Unit by having Videographers performing their duties. However, notwithstanding that the primary function of Videographers is to shoot their own material, they may be requested, from time to time, to replace ENG operators and EFP operators on an incidental basis (e.g., for emergencies; to replace ENG operators and EFP operators who are taken ill, etc.).
- 3. The Company will not require ENG operators and EFP operators to become Videographers against their will.

## **LETTER OF UNDERSTANDING NO. 2 Outside Activities - Independent Production**

Further to the provisions of Article 11.9, it is understood that employees wishing to involve themselves on their own time as members of Independent Productions will adhere to the following procedure:

The specific request will be put in writing and submitted to the appropriate manager for approval;

The request will contain the name of the project and production company and a brief description of the employee's involvement.

It is understood that requests will be considered on a fair and equitable basis giving due consideration to the aspirations of the employee and the competitive position of the Company. Such requests will be approved or denied without undue delay. If the request is denied the manager will give reasons for the denial.

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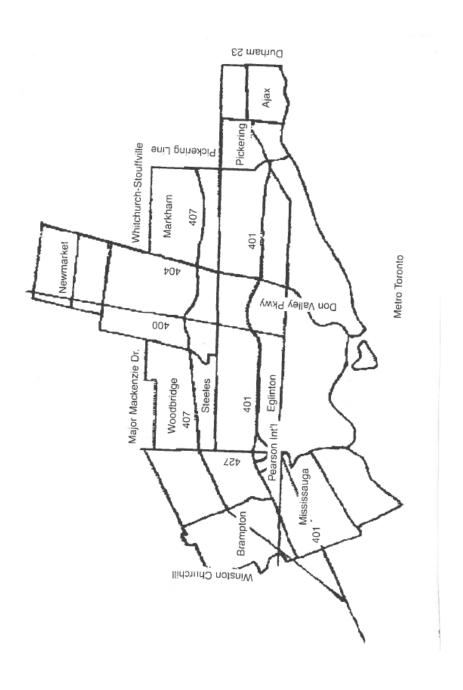
#### LETTER OF UNDERSTANDING NO. 3

Renewed Memoranda of Agreement

The parties agree to renew the following Memoranda of Agreement for the duration of the collective agreement:

- MOA Motion Content Group Limited
- MOA Quality Analyst

Re: Article 12.2.1 - Map of area for EFP Camera Operators and ENG Camera Operators



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## LETTER OF UNDERSTANDING NO. 4 Senior Classification

Senior positions within the following classifications are merit appointments and may be filled at the Company's discretion.

In order for an employee to be considered for a senior classification it is understood that a candidate would be required to meet the criteria, as set out below.

Management retains the right to make the final decision on all promotions to senior status.

An employee promoted to a senior category on a merit basis shall be confirmed in that position at the actual time of the promotion.

- 1. Core Competency and Technical Knowledge The employee demonstrates an in-depth knowledge of their job; keeps up-to-date of new or changing technologies or methods of work.
- 2. Work Performance The employee excels on their job. Work performance is consistently above standard. The employee is relied on by others to perform work with minimal guidance or instruction.
- 3. Problem Solving Skills The employee readily accepts assignments or tasks of a challenging nature and consistently objectives. Strong comprehension of obstacles. meets and alternatives is demonstrated. The consequences employee's work is completed without difficulty. employee works towards solutions that are positive, impactful and bring long-term value.

- 4. Good Role Model The employee is able to encourage others through their own performance. They are respected by their peers and may provide guidance to others on the completion of tasks and maintenance of standards or productivity.
- 5. Ability to Evolve and Grow Employee has adjusted professionally to changing priorities and objectives. Willingness to accept new challenges and acquire new skills has been demonstrated. The employee brings forward new ideas and solutions and embraces opportunities to improve operations.
- 6. Leadership The employee will take the lead in completing tasks or assignments and acts as a key on certain projects. The employee is respected for their leadership role.
- 7. Ability and Willingness to Train The employee provides guidance and advice to others in their area of expertise and when requested demonstrates techniques, skills, and tasks to others. May provide formal training to employees to ensure work is completed to standard.
- 8. Team Collaboration The employee is able to discuss and exchange ideas and suggestions with tact in order to encourage teamwork. The employee demonstrates an ability to work cooperatively with team members and other key stakeholders in the achievement of objectives on time and to standard. The employee supports the work of others through constructive advice and/or suggestion.
- 9. Accountability and Commitment -The employee contributes to the success of the department by consistently completing work

assignments on time and frequently with above standard results. The employee supports the organizational objectives by understanding and responding to business needs with urgency, empathy and integrity.

10. Promote Belonging – The employee enables team members and other key stakeholders to exchange ideas and suggestions to fully contribute to business objectives and make a difference. The employee is dependable and treats everyone with fairness and respect.

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## LETTER OF UNDERSTANDING NO. 5 Anti-Racism Advocate

The parties agree as follows:

- 1. In recognition of societal racism, the parties agree that the Union will identify an Anti-Racism Advocate at the Company premises.
- 2. The Anti-Racism Advocate is an individual who identifies as a member of the Black, Indigenous, or racialized community.
- 3. The Anti-Racism Advocate is a workplace representative who will assist and provide support for Black, Indigenous, and racialized workers whose role in the workplace will include:
  - Listening;
  - Providing support to Black, Indigenous, and racialized members including concerns related to racial discrimination and racial violence;
  - Promoting access to services provided by the employer and community and culturally appropriate services;
  - Collaborate with the Company on its Diversity and Inclusion initiatives;
  - Networking with allied organizations and local community partners; and
  - Collaborate with the Company to eliminate racial discrimination and violence in the workplace and direct Local 723M members to the Company's appropriate support resources, processes, and policies.
- 4. All time off requested for the Anti-Racism Advocate will be paid by the Union. The Union shall also be responsible for all training costs and associated expenses for the Anti-Racism Advocate.

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#### LETTER OF UNDERSTANDING NO. 6 Women's Support Advocate

#### The parties agree as follows:

- 1. Women in the bargaining unit that face sitations of domestic violence or abuse may confer with the Women's Support Advocate who can direct the employee towards the appropriate support mechanism including those provided by the Company.
- 2. The number of Women's Support Advocates shall not exceed one (1).
- 3. The Company will ensure that the Women's Support Advocate will be afforded the time off required for training wich will be paid by the Union.

The Union shall be responsible for all training costs and associated expenses.

## LETTER OF AGREEMENT #1 Steadycam

The Company agrees to pay a daily Steadicam premium to any employee required to operate the Steadicam for any period of time during a tour of duty. The premium shall be **thirty dollars** (\$30.00) for each four (4) hour period during a tour of duty to a maximum of **ninety dollars** (\$90.00). This premium shall not be deemed to be overtime or part of basic pay when calculating overtime.

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## LETTER OF AGREEMENT #2 Summer Students

In cases where the Company hires temporary employees during the summer, who are students in a recognized educational program, to perform general administrative duties such students shall be paid at the rate which is one hundred and thirty percent (130%) of the Ontario minimum wage. In the event a student is hired to perform work in a specific classification, the student shall be paid according to the wage scale for such a classification.

## LETTER OF AGREEMENT #3 One Hour Paid Lunch Period

During negotiations for the renewal of the Collective Agreement for the period November 1, 2009 to May 31, 2014 the parties agreed, notwithstanding Article 14.1 that the past practice of providing Programming Assistants, Programming Assistants/Editors, Programming Assistant Senior and Programming Assistant/ Editor Senior, and communications group employees with a one (1) hour paid lunch period shall continue for those employees who presently enjoy this provision. This practice is "grandfathered" for these employees. It is understood that new employees in these job classifications may be scheduled an unpaid meal period pursuant to the Collective Agreement.

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# LETTER OF AGREEMENT #4 Rest Periods – Switchboard/Reception

The parties agree that switchboard/reception employees who, due to the nature of certain shift assignments, are unable to take a rest period in accordance with Article 15.7 shall be allowed to add the missed rest period to the end of their shift to be paid at the appropriate overtime rate.

## LETTER OF AGREEMENT #5 Pension Plan

At the signing of this Agreement and until July 1, 2015 employees shall continue to participate in the CHUM Defined Benefit Pension Plan or CTV Defined Contribution Plan pursuant to the Memorandum of Agreement signed on March 3, 2015. Effective on July 1, 2015 employees shall be covered by the Bell Defined Contribution Pension Plan as outlined in Article 11.4.

The Company agrees to provide a Special Retirement Allowance (SRA) to active CHUM DB Pension Plan members as provided by the Company. The minimum SRA shall be \$500 per year.

The SRA will accrue for every year of future service following July 1, 2015 (including for those employees on disability) and is payable upon the employee's retirement from Bell Media, pre-retirement death or involuntary termination which includes layoff.

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#### LETTER OF AGREEMENT #6 Seniority List, Article 9

On June 1<sup>st</sup>, each year, the Company shall post, for ten (10) working days, at each location a seniority list covering all employees in the bargaining unit by name, classification and seniority date. An electronic copy in excel format shall be provided to the Union. An employee shall have between June 1 until September 30<sup>th</sup> to request corrections in writing, which shall also be copied to the Union. All requested revisions must be supported by factual information. If either party requests, the Company and the Union shall meet to discuss and address requested corrections to the seniority list. A corrected seniority list shall be sent to the Union following September 30<sup>th</sup>.

The employee will only have one opportunity during their employment to request an amendment based on disputed factual information with the Company or predecessor Company. Previous research confirming seniority dates will stand as is.

## LETTER OF AGREEMENT #7 Banked Time

**Banked Time Program** - Employees may participate in the banked time program as follows:

Any time off under this letter must be pre-approved by the employee's manager.

- i) An employee may accumulate and take equivalent time off in lieu of payment for overtime hours, work on a day off, or work on a holiday and shall record the equivalent hours on their time sheet.
- ii) This banked time may be accumulated and shall not exceed **fifty** six (56) hours at any one time. Banked time can be scheduled to be taken at a time mutually agreed to by the employee and their supervisor.
- iii) The rate of accumulation shall be determined by the rate of pay provided in the pertinent section of the Agreement. For example, an employee working eight (8) hours on a day off shall receive a credit of  $8 \times 1.5 = 12$  hours of straight time pay, and accordingly, twelve (12) hours shall be accumulated as banked time.
- iv) If the employee has not taken, or scheduled the banked time to be taken, all accrued banked time shall be liquidated in cash on December 31st.
- v) If employment is terminated for any reason, accrued banked time shall be liquidated in cash.
- vi) It is understood that an employee shall not be allowed to bank time under this letter when they have eighty (80) hours or more of earned vacation accrued and unscheduled.

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## LETTER OF AGREEMENT #8 DOMESTIC VIOLENCE

The Company agrees to recognize that sometimes employees face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree when there is adequate verification from a recognized professional (i.e. medical doctor, registered counsellor) an employee who is in an abusive or violent situation will not be subject to discipline if work performance or absence can be linked to the abusive or violent situation.

## LETTER OF AGREEMENT # 9 INTEGRATION OF COMMUNICATIONS GROUP EMPLOYEES

**WHEREAS** the Union has bargaining rights, and is a party to a collective agreement for a group of Bell Media employees as described in a collective agreement expiring May 31, 2018 ("Collective Agreement").

WHEREAS the unabridged and binding legal agreement between the parties remains the document signed September 9, 2017.

**AND WHEREAS** the parties agree to integrate the employees of the Communications Department in the province of Ontario, excluding managers and persons above the rank of manager, into the Collective Agreement effective September 1, 2017 on the following terms and conditions:

- a) The preamble is an integral part of this Letter of Agreement ("Agreement").
- b) The job titles from the Communications Department which shall be integrated into the Collective Agreement are the following:
  - Publicist;
  - Communication Officer, Group D
  - Communication Officer, TSN, Group D
  - Community Investment Representatives; Group D
  - Communications Coordinator, Group C
  - Shipper, Group A
- c) All employees on payroll at the date of ratification will have an anniversary date of September 1st.

- d) The Parties acknowledge that the Communications Department will continue to perform work for other business units/projects at Bell Media locations across Canada or abroad and the Union agrees not to file any (i) scope or jurisdiction grievances against the Company, or (ii) applications with the Canada Industrial Relations Board (including, without limitation, any applications under section 18, 35, or 44 of the Canada Labour Code) which in any way asserts that the Union has bargaining rights over the business units across Canada/abroad because the Communications Department provides work product to the aforementioned business units/ projects.
- e) The work product prepared by the Communications Department may be revised, edited and/or changed by members of management, internal Bell Media clients, or external clients, and such revisions, edits and/or changes will not be considered a violation of article 10.1. It is also recognized that on an exceptional basis, members of management may produce work product normally prepared by the Communications Department.
- f) The purpose of this Agreement is not to grant any additional rights to the Union.

The parties also agree on a without prejudice and precedent basis the following:

1) The parties agree that Coordinators shall not be entitled to an upgrade under article 14.9 for carrying out job duties that overlap with those of a Publicist according to past practice, and

existing job descriptions. It is understood that the past practice includes temporary assignments to fill long term leaves taken by Publicists and the coverage of short-term Publicist absences (e.g. vacation) by a collaboration between the Manager and the Coordinator.

2) The Company agrees on an exceptional basis to create the following step in Group D that will exclusively apply to the function of Publicist, Communication Officer, Communication Officer TSN, and Communication Investment Representative:

#### Group D 72 months

Group D	2021 Rate	Jun-22	Hourly Rate	Jun-23	Hourly Rate	Jun-24	Hourly Rate
72 months	77,642.59	79,777.76	38.3547	81,772.21	39.3136	83,816.51	40.2964

Any dispute concerning the interpretation, application or administration of this Agreement shall be determined pursuant to the grievance and arbitration provisions of the collective agreement.

This Agreement is made on a without prejudice and precedent basis and its application is limited to terms and conditions set out in this Agreement.

By signing this agreement the Union and the Company agree to the terms set out above.

Dated September 9, 2017

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#### LETTER OF AGREEMENT # 10

#### CP24 ON-AIR TALENT EMPLOYEES

WHEREAS the Union has bargaining rights, and is a party to a collective agreement for a group of Bell Media employees as described in a collective agreement expiring May 31, 2018 ("collective agreement").

WHEREAS the unabridged and binding legal agreement between the parties remains the document signed January 23, 2019.

AND WHEREAS the parties agree to integrate the CP24 On-Air Talent employees excluding the managing editor, persons above the rank of managing editor and persons covered by any other certification order into the Collective Agreement on the following terms and conditions:

- 1. The CP24 On-Air Talent employees will have a separate wage schedule as described in the appendix below.
- 2. Current employees whose salaries exceed the 72 month rate shall be placed at the 72 month step and the portion of salary in excess of the 72 month rate shall be described as "On-Air Talent Fee" which is governed by the amendments to article 3.4 below. Effective February 5, 2019, salary in excess of \$95,176.12 shall be deemed to be a Talent Fee.
- 3. It is understood that Talent Fees shall not be reduced as a result of implementing general wage increases.
- 4. The union acknowledges it was informed by the Company that in addition to complying with the Bell Code of Conduct and the News Policy, employees are also subject to non-

competition and non-solicitation clauses, ownership, right to use personality and warranties clauses and need approval for outside activities, as presented to the Union during bargaining. The company also confirms it will not change existing non-competition clauses for current employees.

- 5. CP24 On-Air Talent employees scheduled to start work at or before 06:00 A.M. shall be reimbursed **ride share** fare to work when required, upon presentation of proper receipts to a maximum of twenty (20) dollars per tour of duty.
- 6. Article 3.4 It is understood the Company may negotiate individual contracts of employment with members of the bargaining unit provided the terms are in excess of, and not in conflict with, the terms of the collective agreement. It is understood that the terms and conditions of these individual contracts do not constitute part of the collective agreement and therefore are not enforceable through the grievance and arbitration procedures of the collective agreement. Overtime, penalties and premiums are calculated on the union scale only.
- 7. Any dispute concerning the interpretation, application or administration of this Letter of Agreement shall be determined pursuant to the grievance and arbitration provisions of the collective agreement.
- 8. This Agreement is made on a without prejudice or precedent basis and its application is limited to terms and conditions set out in this Agreement.

9. All articles of the 723M collective agreement will apply to the CP24 On-Air Talent employees with the following exclusions and modifications cited below.

#### i) Article 2 – Definitions

For sake of clarity, the following CP24 Talent titles cited below will be referred to as On-Air Talent:

Anchor/Reporter/Co-Host Breakfast – Weekend Anchor/Co-Host Breakfast – Weekday Anchor/Reporter Anchor/Reporter-Weekday Anchor/Reporter – Weekend Freelance Anchor Freelance Reporter/Anchor

Reporter-Crime Specialist
Reporter – Meteorologist - Weekday
Reporter-Traffic & Safety Specialist
Reporter – Transit Specialist – Weekday
Reporter-Weekend
Reporter/Co-Host Breakfast-Weekend/Weather
Specialist
Freelance Weather Specialist

### ii) Article 2.2 - Bargaining Unit

The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees in the unit set forth in the certification of the Canada Industrial Relations Board dated

May 23, 2018 or any amendments thereto, as mutually agreed by the parties or as ordered by the Canada Industrial Relations Board.

Exclusions in Article 2.2 for Hosts, Anchors, and Talent, On-Air Announcers, and Reporters shall be amended with an asterisk which shall indicate those exclusions are subject to the MOA above. The parties have mutually agreed that the other excluded positions are as follows:

Producer-News, Producer/Director, Senior Producer, Senior-Producer/Creative Director.

Where there is a conflict between the Main Agreement and this Letter of Agreement the provisions of this agreement will prevail for employees referenced above in Article 2.2.

#### iii) Article 2.3 – Employee Categories and Definitions

All employees covered by this Agreement shall be considered full-time employees of the Company except as hereinafter provided. They shall be probationary employees for a period of six (6) months from the date of their employment with the Company. The Company may extend the probationary period up to one (1) month for a total of seven (7) months from the date of hiring, and in such event, will discuss the matter with the representative of the Local Union prior to the end of the first six (6) month period. The employee and the Union shall be advised of such extension, in writing, and the reasons therefor. During the probationary period or extension thereof, the Company may release the employee for reasonable cause.

#### iv) Article 2.5 (a)

Regular Part-time employees shall be subject to the terms of this Agreement, except for Articles: 10, 11 and 13, or as specifically provided for herein. It is understood that the minimum hours of work in Article 14.1 are not guaranteed unless the employee has been successful in obtaining a temporary assignment in accordance with Article 9.2. With respect to Article 14.7, the part-time employee concerned shall advise the Company that turnaround encroachment would be applicable when called for such assignments.

(a) Article 9.1 - Company seniority will be applied separately for regular part-time employees as a group distinct from full-time employees and shall be equal to the length of service in accumulated hours worked.

Regular part-time employees shall be probationary employees for a period of 1,040 hours worked from the commencement of their first employment with the Company. The Company may extend the probationary period up to a total of 1,215 hours from the date of first employment and the employee and the Union shall be advised of such extension in writing, and the reasons therefor. During the probationary period, or extension thereof, the Company may release the employee at any time for reasonable cause.

#### v) Article 2.6 (a)

2.6 Casual employees shall be subject to the terms of this Agreement, except for Articles 9, 10, 11 and 13, or as specifically provided for herein. Casual employees hired on a daily or sporadic

basis will not be subject to Article 14, except for Articles 14.2, 14.3, 14.7 and 14.10 and the articles pertaining to health and

safety. With respect to Article 14.7, the casual employee concerned shall advise the Company that turnaround encroachment would be applicable when called for such assignments.

(a) Article 9.1 - Company seniority will be applied separately for casual employees as a group distinct from regular part-time and full-time employees and shall be equal to the length of service in accumulated hours worked. Seniority shall be broken and cease to exist after a break in service of six (6) months.

Casual employees shall be probationary employees for a period of 1,040 hours worked from the commencement of their first employment with the Company. The Company may extend the probationary period up to a total of 1,215 hours from the date of first employment and the employee and the Union shall be advised of such extension in writing, and the reasons therefor. During the probationary period, or extension thereof, the Company may release the employee at any time for reasonable cause.

#### vi) Article 6.3

An employee shall have the right to refuse to go to any television station, transmitter site or a location where a legal strike or lockout of persons whose functions are similar to those covered by this Agreement is in progress. Such refusal shall not be considered grounds for disciplinary action, except that On-Air Talent employees will be required to perform their News functions.

#### vii) Article 8.4 - Performance Improvement Plan

All of article 8.4 Performance Improvement Plan does not apply.

#### viii) Article 9.1.3

An employee shall lose seniority and shall be deemed to be terminated in the event they:

- (i) resigns or retires;
- (ii) is terminated and the discharge is not reversed through the grievance or arbitration procedure;
- (iii) fails to return to work upon the completion of an authorized leave of absence (Article 11.7) without valid reason, or uses a leave of absence for purposes other than those for which the leave of absence was granted;

#### ix) Article 9.2.1 - Postings and Promotions

Promotions and transfers to jobs within the bargaining unit shall be based on qualifications established by the Company. These qualifications may include: creativity, knowledge, experience, skill, ability, attitude, training and/or education, as well as other relevant factors. Providing that one or more of the applicants satisfactorily meets or exceeds the qualifications, the Company shall award the position to the best applicant. The Company may hire from any source.

- x) Article 9.3 Discharge and Demotion Does not apply.
- xi) Article 9.4 Layoffs –

It is understood and agreed that employees cannot exercise their seniority into the bargaining unit covered under the Main

Agreement. Article 9.4 does not apply to On-Air Talent employees.

If an employee receives notice of layoff, they shall be given access to available broadcast content of their own work to create a demo tape for the purpose of job search only.

- xii) Article 9.4.1 Does not apply.
- xiii) Article 9.4.2 Does not apply.

Termination notice is equivalent to six weeks.

#### xiv) Article 9.4.3

On-Air Talent – Notwithstanding anything to the contrary in this Agreement, the Company expressly reserves the exclusive right to release from employment any employee who performs "on-air" on the grounds that such employee is, in the sole discretion of the Company, unsuitable for programming. Such a right to dismiss an employee shall not be used as a disciplinary measure and shall be in addition to and not in substitution of the Company's right to apply discipline, which may only be exercised for just cause.

A full time employee released above shall be entitled to six weeks' notice and three weeks' salary for every year of continuous service, pro-rated to the nearest month to a maximum of seventy eight (78) weeks.

The Company also retains the right to release an employee in the event of an involuntary layoff, meaning an indefinite reduction in staff complement and the seniority provisions of

article 9.4 shall not apply. An employee released above shall be entitled to six (6) weeks' notice of termination and (3) three

weeks' salary for every year of continuous service, pro-rated to the nearest month to a maximum of seventy eight (78) weeks.

- xv) Article 9.4.4 The right of recall does not apply to On-Air Talent employees.
- xvi) Article 9.4.6 to 9.6 Does not apply.
- xvii) Article 10.1 Add the following language:

CP24 On Air Talent – The Company agrees to continue the present practice of assigning duties relating to the editorial operations directed towards the production of news broadcasts only to employees in the CP24 Division. However it is agreed that the current Managing Editor may continue to perform on-air duties to the extent such work was performed on January 23, 2019, and provided further such excluded personnel shall not be used to displace or replace bargaining unit personnel nor to avoid filling a vacancy in the bargaining unit.

#### xviii) Article 10.2 a)

The Company will give the union and the employees affected as much advance notice as is practicable, but not less than three (3) months notification of such layoffs or three (3) months pay in lieu of said notice plus all other benefits for the same period. An employee laid off as a result of Technological Change shall be entitled to receive severance pay and benefit continuation in accordance with Articles 9.4.3 and 9.4.4 of this Letter of Agreement.

#### xix) Article 12.2.1

The meal allowances contained in Article 12.2 will not apply to ENG/EFP Camera Operators and CP24 On-Air Talent unless they are assigned to a meal period outside of the area defined in the map appended to this Agreement.

#### xx) Article 12.3.3

Full-time employees on "out-of-town" assignments will be provided with a Company credit card to expense authorized travel expenses if requested by the

employee, recognizing the one-month application process for a credit card. Each employee who does not have a Company credit card must give an accounting of expenses together with receipts within five (5) days after completion of the assignment.

#### xxi) Article 12.3.4

Full time ENG and EFP Camera Operators, and CP24 On-Air Talent, shall be given a credit card, if requested, to cover miscellaneous expenses during their assignments. Otherwise employees shall be reimbursed for approved expenses within the pay period after an expense voucher, complete with receipts, is submitted. Each employee must give an accounting of expenses together with receipts within five (5) days after completion of the assignment.

#### xxii) Article 14.3.2

An employee may refuse to work overtime, however, if all employees in a classification, in a department, refuse to work

or cannot be reached to do the work, the Company will require the most junior qualified employee in the classification in the department to do the work. Where such assignment constitutes more than sixteen (16) hours of overtime over the fourteen (14) day period the next most junior qualified employee may be so assigned, and so on.

In the case of work or an assignment of a continuing nature, breaking news, or a business emergency, the employee who had been assigned to the work or assignment may be required to perform the overtime.

#### xxiii) Article 14.4 - Posting of Schedules

Each employee's work schedule shall be posted by 5:00 p.m. two (2) Fridays prior to the week covered by the work schedule. The schedule shall state clearly daily starting and finishing time and days off. Once posted, days off shall not be changed without the employee's consent.

Notice of change in starting time shall be given as far in advance as possible, but not later than 1:00 pm of the day prior to the day in question.

If a change in start time occurs after 1:00 pm the day prior to the day in question, the employee shall be credited with all hours originally scheduled, plus any additional hours, provided that such time is paid for at the appropriate rate.

When an employee is on duty, the Company will be deemed to have given notice of change in start time when such notice is posted and the Company has made a reasonable effort to reach the employee. If the employee is off duty, the Company will

notify the employee directly. Employees on duty have an obligation to check the work schedule for changes.

It is the intent of the foregoing to ensure that each employee shall be apprised of the daily work schedule at the earliest possible time.

#### xxiv) 14.4.1 – Weekend Work

Weekend Days Off – Employees Working Both Weekend Days.

Employees designated as weekend employees, who work both weekend days, are permitted to take forty (40)% of their vacation time on weekends. Additionally, employees may use a maximum of five (5) lieu days towards time off on a weekend.

Vacation	Annual	40%	Lieu	# of	New # of
	Vacation	Multiplier	Days	weekend	weekends
	in Hours			days off	off/ year
4 weeks	160	8 days	5	13	6.5
3 weeks	120	6 days	5	11	5.5

Weekend Days Off – Employees Working One Weekend Day

Employees designated as weekend employees, who work one weekend day, are permitted to take 20% of their vacation time on weekends. Additionally, employees may use a maximum of three (3) lieu days towards time off on a weekend.

Vacation	Annual	20%	Lieu	New # of
	Vacation	Multiplier	Days	weekends
	in Hours	_		off/ year
4 weeks	160	4 days	3	7
3 weeks	120	3 days	3	6

#### xxv) Article 15.4.1

The Company can provide the meal.

xxvi) Article 16.5 - Wage Groups and Classifications

Group G	2021 Rate	Jun-22	Hourly Rate	Jun-23	Hourly Rate	Jun-24	Hourly Rate
72 months	101,001.66	103,779.21	49.8938	106,373.69	51.1412	109,033.03	52.4197

#### xxvii) Article 16.8 - On-Air Clothing Allowance

On-Air Talent full-time employees will receive a clothing allowance of two thousand five hundred dollars (\$2500) per year for the purchase of appropriate clothing, which is a taxable benefit. A monthly cleaning allowance of sixty (\$60.00) will be paid to such employees upon presentation of receipts. If the monthly cleaning allowance is not used it is not permissible to carry over any remaining amount to another month.

On-Air Talent employees required to do field work will also receive a one hundred and fifty dollar (\$150) allowance to purchase winter boots and receipts are required for reimbursement (taxable benefit).

On-Air Talent employees receiving clothing via contra will not be eligible for the clothing allowance.

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#### LETTER OF AGREEMENT # 11

During the 2022 negotiations for the renewal of the Collective Agreement, the parties agreed to the creation of the following classifications within 30 days of the ratification of the Collective Agreement:

**Content Coordinator – Wage Group E**;

Production Coordinator Bell Media Studios – Wage Group C;

**Production Coordinator Creative – Wage Group C; and** 

Production Coordinator Bell Media Scheduling – Wage Group C.

The parties agreed to create Senior Classifications (Wage Group D) for each of the Production Coordinator classifications.

The parties agree that the employees listed in Appendix A (attached) will be moved into their new classifications (Appendix A - Column C) within 30 days of the date of ratification of this Collective Agreement.

Should there be layoffs in any of the classifications listed above prior to May 31, 2025, the parties agree the following provisions shall apply:

1. Employees who are employed in a classification listed above will be grouped as follows solely to determine lay-off order as per Article 9.4:

- i. Production Coordinator (Group includes Production Coordinator Bell Media Studios, Production Coordinator Creative, Production Coordinator Bell Media Scheduling)
- ii. Broadcast Coordinator (Group includes Content Coordinator and Broadcast Coordinator)
- 2. This Letter of Agreement shall terminate on May 31, 2025 and shall have no further effect.

## Appendix A

Former Classification Title	New Classification Title Effective within 30 days of <i>November 9</i> , 2022
Broadcast Coordinator	Content Coordinator
Broadcast Coordinator	Content Coordinator
Broadcast Coordinator	Content Coordinator
	Production Coordinator Bell Media
Production Coordinator, SR	Scheduling, SR
	Production Coordinator Bell Media
Production Coordinator, SR	Scheduling, SR
	Production Coordinator Bell Media
Production Coordinator	Scheduling
	Production Coordinator Bell Media
Production Coordinator, SR	Scheduling, SR
	Production Coordinator Bell Media
Production Coordinator	Scheduling
	Production Coordinator Bell Media
Production Coordinator	Scheduling
	Production Coordinator Bell Media
Production Coordinator, SR	Studios, SR
	Production Coordinator Bell Media
Production Coordinator	Studios
	Production Coordinator Bell Media
Production Coordinator	Studios
	Production Coordinator Bell Media
Production Coordinator	Studios
	Production Coordinator Bell Media
Production Coordinator	Studios
	Production Coordinator Bell Media
Production Coordinator	Studios
	Production Coordinator Bell Media
Production Coordinator	Studios
	Production Coordinator Bell Media
Production Coordinator	Studios

	Production Coordinator Bell Media
Production Coordinator	Studios
	Production Coordinator Bell Media
Production Coordinator	Studios
	Production Coordinator Bell Media
Production Coordinator, SR	Agency, SR
	Production Coordinator Bell Media
Production Coordinator	Agency
	Production Coordinator Bell Media
Production Coordinator	Agency
	Production Coordinator Bell Media
Production Coordinator	Agency
	Production Coordinator Bell Media
Production Coordinator	Agency

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#### SIDE LETTER OUTSIDE COLLECTIVE AGREEMENT Between

Bravo!, BNN, Digital Media, Fashion Television Channel, GUSTO, MTV, Much, Space, E!, TMN, and CP24, which are all properties of Bell Media.

#### And Unifor Local 723M

The Company agree to donate into a special fund, \$10,000 for year 2022 - 2023, \$16,000 for year 2023 - 2024 and \$22,000 for year 2024 - 2025 for the purpose of providing paid education leave for Bell Media employees.

Such monies will be paid into a trust fund established by the National Union, Unifor and sent by the company to the following address:

# Unifor Paid Education Leave Program Unifor Canada 115 Gordon Baker Road Toronto, Ontario M2H 0A8

The Company further agrees that members of the bargaining unit, selected by the Union to attend courses, will be granted leave of absence without pay for class time, plus travel time where necessary. Request for such leave of absence will be submitted at least 30 days in advance and approval will be subject to operational needs. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.