

# **COLLECTIVE AGREEMENT**

Between:

**CHRO Television, Division of Bell Media Inc.  
Ottawa, Ontario**

- and -

**Unifor and its Local 78M**



**Effective From: January 1, 2022 to December 31, 2024**

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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 creativity and innovation in broadcasting as well as 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 parties.
- 1.2 It is recognized that the Company operates in a creative and innovative fashion, subject at all times to public judgement 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 supports and reflects 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 referred to in Article 2.2 and/or reflected in Article **16.7**, Wage Classifications. It shall further include any person employed in any job or classification created in the future which the parties agreed to be included in the bargaining unit. Where agreement is not reached, it shall not become subject to a grievance, but will be referred by the Company to the Canada Industrial Relations Board.

#### **2.1.1 New Positions**

When the Company creates a new position which is to be included in the bargaining unit, the Company shall provide the Union with the following information in writing at the time of the posting for the new position:

- (a) Job title
- (b) Proposed pay group
- (c) General description of the duties and responsibilities.

The Union shall advise the Company within ten (10) working days of receiving the information, of any disagreement with the pay level of the new position.

Postings for new positions will indicate that the job is a "newly created bargaining unit position".

### **2.2 Bargaining Unit**

The parties agree to apply jointly to the Canada Industrial Relations Board to amend the existing certificate to reflect the following agreed exclusions:

The following positions are excluded from the bargaining unit:

- General Manager
- **Operations Manager**

- Director News and Information Programming
- Director, Creative Services
- **Executive Producer, News and Information Programming**
- Human Resource Manager
- **News Operations Manager**
- Engineering Manager
- **General Sales Manager**
- **Retail Sales Manager**
- **Promotions Manager**
- Sales Representative
- Sales Assistant
- Promotion Coordinator
- **Special Projects Coordinator**
- Accounting Supervisor
- **Office Manager**
- Payroll/Accounting Assistant
- Supervising Producer
- News and Program Producer
- Hosts
- Security Personnel

#### 2.2.1 “On-Air” Performers

- (a) The parties recognize that broadcasting requires the continued maintenance of high standards of performance, creativity, and marketability (image) which, with respect to the “On-Air” Talent, are not capable of definition in solely objective terms. The parties also agree and understand that “On-Air” performers (anchors, reporters and videographers) are an integral part of the image and character of a television station and as such have special responsibilities that go beyond those of other bargaining unit employees. These include, but are not limited to: being highly acceptable to the viewing audience, appearing in public on the station’s behalf, being involved in the community and representing one’s self professionally, with dignity, at all times including outside of work hours.

The Company will provide direction and assistance to such employees to assist the employee in achieving necessary standards of performance, creativity and marketability and/or to consistently fulfill his/her special responsibilities. The parties therefore agree that the Company reserves the right to remove from his/her role such an employee who, in its opinion fails to achieve such high standards of performance, creativity and marketability or has not met reasonable Company expectations regarding special responsibilities. Such right shall not be exercised in an arbitrary or discriminatory manner and not sooner than fifteen (15) days after an employee has been advised by written notice (which notice shall describe in reasonable detail the manner in which such employee has fallen short of such standards of performance, creativity and marketability and/or has not reasonably met Company expectations regarding special responsibilities).

An employee so removed shall exercise one of options (i) or (ii) as described in (b) below. The right to remove an employee from his/her role shall not be used as a disciplinary measure and shall be in addition to and not in substitution for the Company’s right to apply discipline, which may only be exercised for just cause.

An Employee removed from his/her classification under this Article shall select one of the following options:

- (i) Receive a lump sum severance payment commensurate with his/her service as of the date the removal takes place as follows:

Post probation to three (3) completed years of service - three (3) months' severance pay;

More than three (3) years' service, four (4) weeks of pay for each year of service with pro-rata credit for any part year of service (calculated to the nearest month) to a maximum of fifty-two (52) weeks of severance pay;

Such severance pay shall include and be in lieu of any notice or severance pay obligations established by the Canada Labour Code and any other applicable statute or legal requirement;

- (ii) Exercise his/her seniority to displace a less senior employee or fill a vacancy in any other job classification other than an "On-Air" Talent classification, in which the employee has previously successfully performed the duties of the other classification or has the ability to perform the job immediately upon reassignment or following a reasonable familiarization period of four (4) weeks. In the event a less senior employee is displaced by an "On Air" Talent the employee shall be permitted to exercise his/her seniority rights as per the Collective Agreement. An "On-Air" Talent who exercises his/her seniority rights under this Article to displace a less senior employee shall have his/her previous salary maintained for the first three (3) calendar months in his/her new classification, following which the employee shall be placed in the rate on the salary scale of his/her new classification which is closest to his/her previous rate;

- (iii) An employee terminated pursuant to this Article shall be granted reasonable access to Company facilities to produce "air-checks" and such other material which may be required to assist the employee in securing new employment.

- (b) Due to the uniqueness of the conditions of employment for "On-Air" performers, extraordinary compensation arrangements may be necessary. It is therefore agreed that the Company may enter into special, fixed length contracts with "on-air" staff individually to cover rates of pay, hours of work, severance, etc., providing that such terms as a package, are not inferior to the terms (as a package) contained in the Collective Agreement.

At the time the Company first discusses an "On-Air" Letter with an employee, it shall inform the employee that they have a choice to have compensation dealt within a letter, or be covered under the provisions of the Collective Agreement pertaining to wages, overtime, premiums and penalties. In addition, and at the time the "On-Air" Letter is proposed, the employee shall be informed by the Company that they have the right to seek counsel from the Union before agreeing to sign such letter.

In recognition of the Union's status as exclusive bargaining agent for "On-Air" performers, such contracts will become effective only upon approval of the Union. The Union will provide its response to the proposed contract within five (5) work days of its receipt.



## 2.3 Employee Categories

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 therefore. During the probationary period, the Company may release the employee for reasonable cause.

### 2.3.1 Absence from work by employees during their probationary

Absence from work by employees during their probationary period for personal or health reasons shall increase their probationary period by the time absent.

## 2.4 A part-time employee definition

A part-time employee is defined as a person hired on a regular or occasional basis or to cover sickness, maternity leave, childcare leave, leave of absence, vacation leave, or to work on specific projects (including replacing an employee on leave for training) or productions of a predetermined length of time not to exceed **eighteen (18)** months. Extension of temporary employment, which requires more than **eighteen (18)** months to complete, shall be agreed to by the union provided that in the circumstances, it is reasonable to do so.

### 2.4.1 All articles of this Agreement shall apply to part-time employees, except as hereinafter provided:

- (a) Article 9 shall not apply, except Article 9.1 which shall apply, however, Company seniority will be applied separately for part-time employees as a group distinct from full-time employees. Company seniority for part-time employees shall commence in the same manner as for full-time employees, but shall be equal to 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.

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

Part-time employees who have subsequently been hired as full-time staff shall be probationary for a minimum period of three (3) months if the transfer is to a different job classification. This minimum period will be one (1) month if the job classification is the same. The Company may extend the probationary period for a further three (3) months and, in such event, will advise the Local Union of the extension prior to the end of the probationary period. During the probationary period, the Company may release the employee at any time for reasonable cause. On completion of the employee's probationary period, the employee shall be given credit for hours worked as a part-time employee in the calculation of seniority relative to other full-time employees.

Absence from work by probationary employees for personal or health reasons shall increase their probationary period by the time absent. When part-time persons are laid off (Article 9.4), it is agreed that the following shall be applicable:

- (i) 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 average number of hours worked in previous thirty (30) days]. Article 9.5 shall apply to such employees.
- (ii) Part-time employees hired to cover sickness, maternity leave, child care leave, leave of absence, vacation leave, or to work on specific projects (including replacing an employee on leave for training) or productions of a predetermined length of time not to exceed **eighteen (18)** months shall be considered to have received notice at the time of hiring.

Notwithstanding the foregoing the Company may terminate temporary employees 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 and if the duration is longer than six (6) months the Company may terminate the temporary employment by giving four (4) weeks' notice or four (4) weeks' pay in lieu of notice.

- (iii) Part-time employees hired on a daily basis, or on a sporadic basis will not require notice of layoff as provided in the Agreement due to the very nature of their assignment.
- (b) Article 10.2.1 shall not apply.
  - (c) Article 13 shall apply, except that the vacation schedule for part time employees will be prorated based on time worked or duration of contract. The time worked considered for calculating the prorated vacation is the employee's regular worked time. For example, if a person works two (2) days per week throughout the year, they will earn 2/5ths of the days under the vacation schedule as specified in the chart in Article 13.1.

Part-time employees shall not have vacation scheduling preference over full-time employees.

Article 13.2 shall apply for all scheduled hours on a Statutory Holiday with a minimum credit of four (4) hours, except that part-time employees shall be entitled to pay for a general holiday on which they do not work, calculated on the basis of five percent (5%) of the wages earned during the thirty (30) calendar days immediately preceding the general holiday.

Part-time employees will be eligible for two (2) Personal Floater Days. Eligibility will be based on the time worked throughout the year.

- (d) Article 14 shall apply to part-time employees as follows;
  - (i) Article 14.1 shall apply except that part-time 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. Sunday.

A part-time employee shall be scheduled for a tour of duty of eight (8), ten (10) or twelve (12) hours when such hours correspond to the regular scheduled hours of the full-time employees performing the same function and/or assignment.

The Company agrees that it will use its best efforts to schedule a part-time employee to replace a full-time employee who is absent due to illness, vacation, training or union leave. All time worked in excess of the regularly scheduled tour of duty shall be paid at one and one half (1 ½) times the basic hourly rate of the employee. An additional half (½) 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.

Once scheduled, the Company shall not reduce the hours assigned unless it has directly advised the employee at least forty-eight (48) hours in advance of the scheduled start time of a change in schedule otherwise all hours scheduled shall be paid as assigned. Part-time employees shall receive four (4) days off during the fourteen (14) day period which are not required to be consecutive. Article 14.2, 14.7, 14.9, and 14.11 shall apply except part-time employees shall not be members of the JHSC.

- (ii) The maximum hours per fourteen (14) day calendar period shall not apply to a part-time employee used on a temporary basis for the purposes of sickness, maternity leave, child care leave, leave of absence, vacation leave, or to work on specific projects (including replacing an employee on leave for training), or productions of a pre-determined length of time not to exceed **eighteen (18)** months. In such cases all of Article 14 shall apply.
- (iii) Where a part-time employee employed under Article 2.4.1 (e) (i) above is assigned under this Article (i.e. the employee's part-time assignment has been revised) the employee and the Union shall be notified of such.
- (e) Article 15 shall apply however, 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 will be assigned in accordance with Article 15.
- (f) Article 16 shall apply. Progression up the salary scale shall automatically occur as provided in Article 16.2 on the following basis:
  - (i) A yearly increment will require a total of 2,080 hours credited or worked. Upon request of a part-time employee, the Company will provide an updated total of credited hours once per calendar quarter for the purpose of monitoring this provision.

#### **2.4.2 Student Placement**

Students are defined as those who, as part of their studies curriculum, need to be placed for a specific term in a workplace environ as part of an internship placement. While such students are not employees, they may be assigned to assist full-time employees in the bargaining unit provided that they do not perform any work functions except under the direct supervision of the employee to whom they are assigned. The Local Union shall be advised of the name of any student participating in a student placement prior to the commencement of their placement. Bargaining Unit members shall have the right to

decline participation in a placement program and/or to limit the duration of their participation where a valid reason exists.

- 2.4.3 It is agreed that the provisions of Article 2.4 above will not be used for the purpose of eliminating or replacing regular or full-time employees or to avoid hiring regular or full-time employees. The Company will not consistently use penalty or premium clauses to 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, and 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 he/she has 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. The direction of the working forces; the amount and type of supervision necessary; the number and types of machines and technical equipment; procedures and standards of operation; the content of programs; 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 responsibilities of the Company.

#### **3.3 New Rules and Regulations**

Before implementing new rules and regulations directly affecting the general working conditions, the Company will advise in writing and explain such proposed rules and regulations to the Union.

- 3.4 The rights referred to in paragraphs 3.2, and 3.3 above shall be exercised in accordance with the provisions of this Agreement.

## **ARTICLE 4: UNION RIGHTS**

### **4.1 Dues Checkoff**

During the term of this Agreement, the Company agrees to deduct bi-weekly, an amount equal to the uniform dues as levied by the Union. The deductions are to be based on the gross monthly earnings of every employee in the bargaining unit, beginning with the signing date of this Agreement, or the date of hiring in the bargaining unit. The present rate of deduction is equal to one and two-thirds percent (1.666%) of basic earnings, 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 thirty (30) days prior to any required changes.

#### **4.1.1 Dues**

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 and address
2. Gender
3. Classification title and salary
4. Amount of dues deducted on base salary
5. Amount of dues deducted on additional earnings
6. The name of any employee who has left or joined the Company since the last payment, including the name of any employee going or returning from childcare leave.

#### **4.1.2 T4 slip**

Each year the Company will indicate on the T4 slip 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 fax or e-mail (when documents do not require signatures) to the Union at its regional office and to the Local Union President one copy of the following:

- (a) Within five (5) calendar days, notice of hiring, dismissal, promotion, or demotion of any employee within the bargaining unit.
- (b) Notice of extension of probationary period, confirmation of full-time employment, suspension, or any disciplinary action placed on an employee's file within the bargaining unit.
- (c) Any notice pertaining to the application or agreed interpretation of this Agreement.
- (d) The Company will furnish, upon request by the Union, two (2) copies of seniority records and wage information for negotiating purposes at the time of layoff, or upon request which shall not be more than twice per year.
- (e) The Company shall, when notifying a person of his/her acceptance as an employee, provide in writing, the starting rate of pay and the classification to which he/she is assigned. 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.

- (f) An elected Local Union official shall be introduced to the new employee at the time of work place orientation for the purposes of reference concerning any of the terms and conditions of the collective agreement.
- (g) When a part-time employee is hired in accordance with Article 2.4.1(d)(ii) 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.

#### **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 conditions of this Agreement at any operating unit of the Company, at reasonable notice to the Company, and free from unreasonable interference from the Company. Such investigation or inspection shall be carried on at reasonable hours and in such a manner as not to interfere unduly with the normal operations of the Company. The Company will furnish a suitable business letter or card of identification for the representative entitling him/her to admission to the premises of the Company and other places where employees covered by this Agreement may be working.

#### **4.4 Bulletin Boards**

The Company agrees to the posting by the Union on bulletin boards and the Company's internal public folders of: announcements regarding elections, meetings, Local negotiation developments and internal affairs of the Union, provided such notices are authorized by the Company. The Company agrees to furnish a Notice Board exclusively for the posting of Union notices. 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.

#### **4.5 Leave of Absence for Union Functions**

Leave of absence without pay and without loss of seniority or benefits shall be granted upon request by the Union for employees elected or selected to represent the Union at any Union function. A written request for such leave shall be submitted at least fifteen (15) days in advance and shall state the anticipated dates of the absence. Such leave shall not exceed seven (7) working days per employee per calendar year and no more than four (4) employees shall be on leave at any one time, except when an alternate member of the Bargaining Committee is requested for preparation of bargaining proposals in which case the limit shall be five (5). The duly elected President or Vice-President of the Local Union shall be allowed ten (10) working days leave per calendar year. For the purpose of this article, there shall be an aggregate total of twenty-five (25) days leave for Union functions in each calendar year. It is understood that operational requirements may prevent the release of a particular employee(s) and in such case the Local Union shall be allowed to name an alternate.

##### **4.5.1 Negotiations**

Upon request by the Union, the Company agrees to release without loss of pay, leave credits and other earned benefits, up to four (4) employees to attend negotiating sessions

with Management. A request for such release shall be submitted seven (7) days in advance of the first meeting.

4.5.2 Leave without pay or benefits will be granted to any employee who accepts a full-time elective position with the Union for a period not exceeding two (2) years, or a full-time appointive position with the Union for a period not exceeding one (1) year. Any additional yearly periods may be granted by the Company on receipt of a written request of the employee and the President of the Union. During this period, there will be no accrual of seniority or benefits. Established seniority will be maintained.

4.5.3 Union orientation

The Company agrees to personally introduce a new employee to an elected Local Union official within the first week of employment. The Company agrees to give the Union up to thirty (30) minutes of orientation, if required.

4.5.4 Unifor Show Credit

The Company agrees to include the Unifor local 78m logo, as a show credit, to all productions produced exclusively by and for CHRO TV.

## **ARTICLE 5: NON-DISCRIMINATION**

5.1 The parties hereto mutually agree that no employee shall be 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 The Company and the Union agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives, with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of union membership or activity. Where the term spouse or partner is used in this Agreement, it shall also mean same sex spouse or partner including, but not limited to pension and benefits.

5.2 **Harassment**

The Company shall maintain a working environment which is free from harassment, including personal harassment, sexual and/or racial harassment as outlined under the Canadian Human Rights Act. The Harassment Procedure is detailed on page **47** of this 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. Any employee who believes that he/she has been the subject of harassment is encouraged by the parties hereto to file a complaint in accordance with the procedure. The Regional Office of the Union will be advised by fax 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.

The Company may amend its Policy from time to time to comply with Federal regulations. In the event that the Company proposes to amend the procedure in a substantive manner, other than for purposes of compliance with legislation, it shall discuss such changes, amendments and revisions with the representatives of the Union at a joint

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 or permit its members to cause, nor will any member of the Union take part in, any strike either sit down or stay in, or any other kind of strike or any other kind of interference or any other stoppage, total or partial, of any of the Company's operations, during the term of this Agreement. The Company will not cause, engage in or permit a lockout of any of its operational locations during the term of this Agreement.
- 6.2 The Company will not require any employee, as defined in Article 2.1, to perform the duties of any other person who is engaged in a lawful strike, 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 cross a legal picket line and such refusal shall not be considered grounds for disciplinary action, except that News and ENG will be required to provide their normal functions whether or not such functions require the crossing of any legal picket line except where there is reason to believe that there is a threat to personal safety. In such circumstance Article 14.11.5 shall apply.

#### **ARTICLE 7: GRIEVANCE PROCEDURE**

- 7.1 The parties recognize that the Canada Labour Code provides that any employee may present his/her personal grievance to the Employer at any time. Any such grievance may be subject to consideration and adjustment as provided in the following articles on grievance procedure.
- 7.2 In the event of a dispute between any member or members of the bargaining unit and the Company, in reference to the application, administration, interpretation or alleged violation of this Agreement, the following shall be the procedure for the adjustment and settlement thereof:
  - Step 1: Where an employee has a grievance of an individual nature the employee shall first discuss the matter with his/her immediate supervisor within ten (10) working days of the grievance becoming known to the employee or when the grievance reasonably should have been known to the employee. The objective of the meeting is to resolve the grievance. The employee may have Union Steward assist in this discussion. The Supervisor shall provide a verbal response to the employee, describing the proposed resolution to the grievance, within five (5) working days of the meeting.
  - Step 2: In the event the grievance is not resolved in Step 1, the grievance shall be submitted in writing, stating the nature of the grievance and the remedy sought, to the employee's immediate supervisor within ten (10) working days of receiving the answer to the Step 1 meeting. Within ten (10) working days of receipt of the written grievance, the Company shall convene a meeting of the local Union and management Grievance Committees. The grievance committees shall consist of no more than three (3) members per committee. The objective of the meeting is to resolve the grievance. The Company



shall provide a written response to the grievance within ten (10) working days of the meeting with copies to both the grievor and the Union.

Step 3: In the event the grievance is not resolved within ten (10) working days after the meeting described in Step 2, the grievance may be referred to the General Manager, or his designee, and the Union Office for further discussion and consideration.

Step 4: In the event the grievance is not resolved in Step 3, either party may, within twenty (20) working days of receiving the Step 2 answer, upon notice by registered mail, e-mail, or fax to the other, submit the grievance to final and binding arbitration. Within the next following ten (10) working days of the notice to arbitrate, the parties, by way of their representatives, shall agree on the naming of a sole arbitrator. In the event the parties are unable to agree on the selection of an arbitrator within these ten (10) working days, the Federal Minister of Labour shall be requested by either party to appoint an arbitrator. The cost and/or expenses of the appointed arbitrator shall be borne equally by the Company and the Union, except that no party shall be obligated to pay the cost of stenographic transcripts without express consent.

- 7.3 The Arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement, but he/she shall have the power to direct, if he/she thinks proper, that any employee who has been wrongfully suspended, discharged, or otherwise disciplined shall be reinstated with pay and with any other benefit under this Agreement which may have been lost or he/she may dispose of the case in any manner he/she deems appropriate.
- 7.4 If either of the parties of this Agreement consider that this Agreement is being misinterpreted, or violated in any respect by the other party, the matter may be discussed between representatives of the Company and the Union, and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 4 of Section 7.2.
- 7.5 Time Limits**  
Any time limit mentioned under grievance procedure shall exclude Statutory Holidays and vacations of the employee concerned at the Step 1 level and may be extended by mutual consent.
- 7.6 Employees shall suffer no loss of pay or other benefits while attending grievance meetings with the Company.

#### **ARTICLE 8: REPORT ON PERFORMANCE**

- 8.1 Employees who have completed their probationary period shall be notified in writing, of any expression of dissatisfaction concerning his/her work, within ten (10) working days of cause for dissatisfaction becoming known to his/her supervisor. The report on performance shall include any complaint or accusation which may be detrimental to his/her advancement or standing within the Company, as soon as possible after the complaint or accusation is made. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her at any time.
- 8.2 The employee's reply in writing to such complaint or accusation if received within ten (10) working days after he/ she has been given the notice referred to in Article 8.1 above, shall

become part of his/her record. If such reply is not received, it will not become part of his/her record for use by him/her at any time.

- 8.3 An employee shall have access to his/her personnel performance file in the presence of his/her 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 three (3) days after the initial request.
- 8.4 All references to disciplinary 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 disciplinary notices in the intervening period. Absences due to sickness or authorized leaves of absence shall not be included in this calculation.
- 8.5 At any meeting with an employee discussing whether disciplinary action 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.
- 8.6 The parties agree that monitoring and evaluation of a probationary employee's progress is not governed by Article 8.1 and the Company is not required to notify a probationary employee in writing regarding performance problems unless the Company is taking formal disciplinary action. A probationary employee may be released for reasonable cause which may include performance problems which the Company observed during the probationary period.
- 8.7 In lieu of the application of Article 8.1, it is agreed that probationary employees shall receive feedback on their performance and need to be advised whenever their performance falls below Company expectations jeopardizing their continued employment with the Company. To this end the Company agrees that the employee's supervisor or manager will notify the employee and the Local Union president of such performance issues. The employee may receive counsel from the union on such issues.

#### **ARTICLE 9: SENIORITY RIGHTS**

- 9.1 Company seniority (which may otherwise be referred to as net credited service date) shall be deemed to have commenced on the date of hiring by the Company or upon the date the employee was hired by Baton Broadcasting Incorporated, CHUM Television Limited, CTV Limited, or by Bell Media Inc. whichever is earlier, and shall be equal to the length of continuous service with the Company(ies). Company seniority shall relate to severance pay and the earning of vacation credits as provided for in the applicable articles. Seniority within a bargaining unit position covered by this agreement shall govern the order of layoffs, recall from layoff, and promotions. Seniority rights and employee benefits shall cease, and the employee deemed terminated for any of the following reasons:
- (a) if the employee voluntarily quits;
  - (b) if the employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
  - (c) if the employee does not respond to a recall notice as outlined in Article 9.5.2;

- (d) if an employee is on layoff for twelve (12) consecutive months.
- (e) if an employee is absent for five (5) consecutive days without reporting the absence and without a reasonable explanation (e.g. hospitalization).

9.1.1 Seniority credit shall continue to exist and accrue while an employee is on leave granted by the Company and in accordance with the provisions of the Agreement. **However, when on an unpaid leave, excluding an approved unpaid medical leave, seniority shall accrue for the first thirty (30) days only.**

## 9.2 **Posting of Positions**

Where the Company decides that a position is to be filled or created within the bargaining unit on a permanent or regular part-time basis, the Company shall post a notice of vacancy which will include the proposed job title, (which may subsequently be revised without re-posting the position depending on the successful applicant's qualifications), for a minimum of five (5) days. Employees from within and outside the bargaining unit may apply during the posting period. **Members of the bargaining unit will be considered before external candidates.**

**If a position cannot/will not be filled within three (3) months, the Company will meet with the Union to discuss workloads for employees taking on additional work.**

Where the Company decides to post a temporary position to cover sickness, maternity leave, child care leave, leave of absence, vacation relief, or to work on specific projects or productions of a predetermined length of time not to exceed **eighteen (18)** months, 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 any time during this period, return the employee to the former position with no loss of seniority. Nothing in this clause shall prevent the Company from hiring (without posting a position) a temporary employee in accordance with Article 2.4 to back fill for a full-time 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 position 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 his/her 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**

Promotions and transfers to positions 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. Company seniority will be considered when evaluating applicants. When two (2) or more employees' qualifications are relatively equal, Company seniority shall apply. If there is no applicant who satisfactorily meets the qualifications established for the position, the Company may hire from any source.

- 9.2.2 An employee promoted to fill a vacancy in a different classification shall be on a trial period in such classification for a period of three (3) months, however, the period may be extended up to a total of six (6) months after discussion between the Union and the Company. The Company may at any time during this trial period, return the employee to his/her former classification with no loss of seniority. At the conclusion of a successful trial period the employee will be advised in writing that his/her transfer has been made permanent.
- 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 are assigned work 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 his/her promotion or transfer was denied and will bring to the employee's attention any shortcomings which may affect his/her opportunities for advancement.
- 9.2.5 Employees will not be required to permanently relocate from one location to the other without their consent.

### **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**

- (a) 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. The Company shall advise the employees and the Union through one announcement to all employees covered by 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 employees six (6) weeks' pay, less the amount worked by the employee during the notice period (i.e. if two (2) weeks are worked during the notice period, then only four (4) weeks shall be paid). Employees who are displaced in accordance with Article 9.4 (d) shall be deemed to have received notice of layoff at the time of the announcement, referred to above, provided that they are advised and laid off within the six (6) 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 **9.4.1** will be deemed to have been laid off and abandoned any recall rights (Article 9.5).
- (b) Layoffs shall proceed in inverse order of Company seniority within those **job** classifications in Article **16.7**. 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 senior employees within an affected classification a voluntary separation package as part of a work force reduction program consistent with Article 9.4.1. The Company agrees to consider an application from senior employees, in an

affected classification, who may wish to volunteer to be laid off (consistent with article 9.4.1) if it would prevent the layoff of a junior employee.

- (c) Employees about to be laid off (the least senior employees in the declared classifications) 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 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) working 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) working hour time period. For the purposes of layoffs seniority will govern where the occupational qualifications of an affected employee in a regular classification and a less senior employee in the respective senior classification (as per Article 16.7) are equal.

- (d) Employees about to be laid off from a position, who are eligible for one of the job classifications as specified in (c) above, must advise the Company, in writing, within forty-eight (48) working hours of being provided with the List or the revised List (if applicable) of their intentions 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 or position 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 or position, the employee will be transferred to the new classification or position following the familiarization period. In the event the employee has not demonstrated his/her ability to satisfactorily perform the duties in the new classification or position, during the familiarization period, the employee will be laid off within the familiarization period and shall be placed on the re-engagement list in accordance with Article 9.5.

- (e) In the event an employee does not have a List or elects not to displace another employee, the employee shall be laid off on the date specified in the Announcement. Employees who are eligible to displace another employee but elect to be laid off from their employment shall, in addition to the payments under Article 9.4.1, receive one (1) additional week of severance pay per year of service to a maximum of twelve (12) additional weeks of severance pay.
- (f) An employee who bumps or is bumped in accordance with Article 9.4 shall retain first recall rights to their previous classification when the next vacancy occurs therein.
- (g) The Company shall provide the Union with copies of all advice, notices, declarations, applications, elections, and documents relevant to the layoff procedure within twelve (12) hours of such 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.

- 9.4.1 Employees laid off and deemed terminated pursuant to any statute, will receive severance pay equal to three (3) weeks' pay for each year of continuous service to a maximum of seventy-eight (78) weeks' pay, except for employees who have attained fifteen (15) years of service on November 30, 2004. Employees who have attained fifteen (15) years' service by November 30, 2004 shall have no maximum. With respect to incomplete years, the severance pay shall be on a prorated basis, calculated to the nearest month. The above noted severance payment shall be deemed to include any severance required pursuant to any statute. Employees who elect to receive severance pay will be declared to have accepted lay-off and abandoned any recall rights. 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.

**9.4.2 Group health and Dental benefits on Lay-off**

While an employee is laid off, the Company will continue the group health and dental benefits (except for sick leave, STD and LTD) for the period of layoff up to a maximum of three (3) months or until the employee is eligible for benefits at the new place of employment.

- 9.4.3 The Company agrees that it will not consistently schedule overtime in order to affect or extend layoffs.

- 9.4.4 An employee who has reverted to a lower salary group under Article 9.4 (d) shall assume the salary on the new scale in accordance with the chart below. Such an employee's placement on the new scale shall be established based on credit for years of service within the classification and any credit for industry experience recognized by the Company at the time the employee initiated the new position.

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
1-3 years	12 months
Greater than 3 years	24 months

- 9.4.5 An employee who has reverted to a lower salary group and whose salary is higher than the maximum of this group, shall receive a basic salary equivalent to the top of this group, except that the employee's basic salary shall not be decreased by more than ten percent (10%) on reversion.

## **9.5 Re-engagement of Laid-off Employees**

When temporary (see 9.5.3) or full-time vacancies occur, the Company agrees to re-engage, in the order of Company seniority former employees who have been laid off for a period not exceeding twelve (12) months, provided the employee possesses the occupational qualifications to fill the vacancy. In the event that the Company and the Union do not agree on the occupational qualifications of the employee in question, the matter will be subject to the grievance procedure. An employee who bumps or is bumped in accordance with Article 9.4 shall retain first recall rights to their previous classification when the next vacancy occurs therein.

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 his/her 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 recall rights to this classification.

If an employee declines a recall to their former classification the employee will no longer have recall rights under this Collective Agreement.

9.5.1 The Company's responsibility will be considered to be fulfilled if the Company gives notice, in writing, by registered mail to the employee's last known address. The employee must notify the Company of his/her intention within five (5) days.

9.5.2 Employees will be deemed to be terminated and will lose their seniority should they fail to return to work after having been recalled within ten (10) days of receipt of the recall notice. Employees who are unable to return to work for just and sufficient cause within the said ten (10) day period, upon presentation of their case to the Union and Company, may retain their seniority and will become the next available employee on the recall list.

9.5.3 An employee who accepts a temporary position of three (3) months or more (40 hours per week) with the Company during lay-off, shall not forfeit any rights under this Agreement.

## **9.6 Computation of Seniority after Interrupted Service**

In the event an employee with more than one (1) year Company seniority is laid off or transferred to a position within the Company not covered by this Agreement:

- (a) Continuity of service for the purpose of Company seniority shall be considered unbroken if he/she returns to the status of an employee within twelve (12) months, or,
- (b) If he/she returns to the status of an employee after twelve (12) months have elapsed, his/her Company seniority upon his/her return shall be that which he/she had on the effective date of such layoff or transfer.

## **ARTICLE 10 - JURISDICTION AND NEW DEVICES AND METHODS**

### **10.1 Jurisdiction**

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 programs 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 or avoids the payment of premiums or penalties under this agreement. It is agreed that the Company's obligations under this Article shall only apply with respect to work on television programs or productions produced exclusively by and for CHRO-TV Pembroke/ Ottawa at the Company's premises or its remote sites.

### **10.2 New Equipment and Methods**

In the event that the Company introduces, or permits to be used, any process, machinery or equipment which substitutes for, supplements or replaces any present process, machinery or equipment being operated as of the date of this Agreement by employees within the bargaining unit, such process, machinery or equipment shall be operated and maintained only by employees in the bargaining unit herein set forth provided such process, machinery or equipment is located in Pembroke or Ottawa.

10.2.1 It is agreed that the Company has the right to introduce and use new or modified equipment, machinery, apparatus, processes, systems, methods and/or types of equipment. The Company shall, at least one hundred and twenty (120) days prior to such introduction, advise the Union of the proposed changes. Notwithstanding anything to the contrary in this Agreement, any employee who has received notice under Article 9.4 of a proposed layoff because of the introduction and use of such new or modified equipment, machinery, apparatus, processes, systems, methods and/or types of equipment, may prior to the effective date of the proposed layoff elect to be laid off, and receive severance pay equal to three (3) weeks' pay per year of continuous service with the Company, prorated to the nearest full month of employment to a maximum of seventy-eight (78) weeks' pay, except for employees who have attained fifteen (15) years of service on November 30, 2004. Employees who have attained fifteen (15) years of service by November 30, 2004 shall have no maximum. The above severance payment shall be deemed to include any severance payment required pursuant to any statute.

- (a) When notice is given under this Article, or as prescribed by law, the Company and the Union agree that any new or existing vacancies shall be investigated as suitable positions for affected employees. In cases where the Company has extended an offer of employment to a prospective employee prior to a declaration under this Article, the Company shall notify the Union of the status of the offer. During such a period the Company may hire temporary employees, without posting, as per Article 2.4.1 (d)(ii) to temporarily fill such existing or new vacancies.

### **10.3 Program Credits**

As the parties have recognized that creative work carries creative responsibility, the Company will provide television program credits on all productions one half (1/2) hour in length or greater. The parties further agree that News and weekly strip programs 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 Sick Leave**

Sick leave means the period of time an employee is absent from work [if more than two (2) hours] by virtue of being sick or disabled. When taken ill or incapacitated, the employee shall notify his/her supervisor, as soon as possible, or at least four (4) hours before his/her shift commences, except for employees on a morning shift where at least two (2) hours' notice will be given where reasonably possible; by e-mail or phone.

11.1.1 An employee who is absent on account of sickness or quarantine, shall be paid for continuous absence prior to the eighth full calendar day of such absence. Upon the eighth full calendar day of an absence covered under Article 11.1 such absence shall be treated in accordance with the applicable Company practices currently in effect, or as amended from time to time following notification to the Union. Currently this includes Short Term Disability benefits of up to eight (8) weeks at 100% basic salary and a further eighteen (18) weeks of basic salary at 80%. The employee shall be required to apply for Long Term Disability for continuing illness or incapacity for the period exceeding twenty-six (26) weeks.

11.1.2 Except for those incapacitated by a work related illness or injury, employees who are absent due to illness or incapacity for a period of six (6) months, and who do not qualify for the Long Term Disability payment in the Company Plan, shall be placed on leave without pay pending final adjudication of their claim. It is understood that an employee in this situation may otherwise be entitled to Employment Insurance, CPP Disability Benefits or social assistance while recovering from their illness.

### **11.2 Maternity/Adoption Leave**

An employee shall be granted childcare or adoption leave, without pay, pursuant to the conditions of eligibility set forth in the applicable Company practices and policies currently in effect or as amended from time to time following consultation with the Union. Such provisions shall not provide less than the leave provided pursuant to the Canada Labour Code or other applicable legislation.

11.2.1 In addition, a regular employee who has completed six (6) consecutive months of continuous employment with the Company and who meets the conditions of eligibility contained in the applicable Company practices and policies shall receive an allowance under the Supplemental Allowance Plan which shall provide; for Maternity Leave of sixty-seven percent (67%) salary replacement for up to seventeen (17) weeks or for Parental Leave of sixty-seven percent (67%) salary replacement for up to a further twelve (12) weeks.

11.2.1 In addition, a regular employee who has completed six (6) consecutive months of continuous employment with the Company shall receive an allowance under the Supplemental Allowance Plan provided they meet the conditions and eligibility contained in the applicable Company practices and policies currently in effect. Such plans, practices and policies currently in effect may be amended from time to time following notification to the union.

### **11.3 Medical and Group Insurance**

Effective January 1, 2013 employees will transition to the Company's Omniflex Benefit Plan. The Benefit Plan shall provide each employee with a choice of options available for single and family coverage. Details of the various benefits shall be as discussed and presented to

the Union at the signing of this Agreement. The Company also agrees that in the event that there are changes to the Benefit Plan the Company will meet with the Union to review and discuss such changes.

#### **11.4 Pension Plan**

Effective January 1, 2013 employees will transition to the Company's Defined Contribution Pension Plan in accordance with the applicable Company practices currently in effect, or as amended from time to time following notification to the Union. The details of the DC Pension Plan shall be those that were discussed and presented to the Union at the signing of this Agreement.

#### **11.5 Bereavement Leave**

All employees will be granted a leave of absence without loss of pay for bereavement leave for purposes of arranging for and attending the funeral as follows:

Up to five (5) consecutive working days in the event of the death of a spouse (includes common-law spouse); child, **stepchild**, father, mother, **stepparent** or legal guardian. Up to three (3) consecutive working days in the event of the death in the immediate family; brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, maternal and paternal grandparents, and any relative permanently residing with the employee or with whom the employee resides.

##### **Up to one (1) working day in the event of the death of an aunt or uncle.**

Where the burial occurs outside a two hundred and forty-one (241) kilometer radius of the station, such leave shall also include reasonable travel time, total leave under this Article not to exceed seven (7) days. It is understood that such leave with pay will apply only to days on which the employee normally would be required to work. Where the funeral and internment occur at different times, one (1) day off with pay will be provided for the internment, in addition to any required travel time as outlined herein.

11.5.1 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, the 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.

#### **11.5.2 Family Leave**

Specific requests for family related leave shall be granted to an employee who is required to be absent to care for a sick child or other dependent family member, to accompany a child or spouse to a medical appointment, to make alternate arrangements when caregivers are sick and, other family emergencies.

Employees shall be entitled to such leave with pay for up to three (3) days per calendar year. New employees shall be entitled to such leave **after three (3) months of continuous employment**. Once employees have used up their full entitlement of family leave for the

year, an employee may ask to use banked time or annual leave to supplement family leave requests.

**11.5.3 Medical, dental and eye appointments**

The Company will grant time off, as in the past, to employees for medical, dental and eye appointments where reasonable notice is given and subject to operational requirements.

**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 provided the employee returns to work if he/she is released from jury duty prior to 1:00 p.m. 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 **with or** without pay and will not unreasonably deny any request.

**11.8 Education and Training**

The Company shall post any training courses or programs for which an employee may be selected. The posting shall contain all relevant data and qualifications for the courses. An employee may also submit a request to take a course or program which can reasonably be expected to upgrade the employee's potential, not only to himself/herself but to the Company. With preauthorization from the Company, and upon satisfactory evidence of successful completion of the course, the Company will reimburse the employee an amount determined by the value and relevance of the course to the job.

**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. 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.

## **ARTICLE 12 - TRAVEL PROVISIONS AND EXPENSES**

**12.1 Transportation**

The Company shall reimburse each employee for all necessary travelling and other expenses when such travel is authorized by the Company. Use of the employee's own

automobile for transportation in connection with his/her assigned duties must be previously authorized before reimbursement will be made.

#### **12.1.1 Reimbursement Allowance**

In such authorized cases the Company shall **reimburse the employee at the following rates based on the price of regular unleaded gas or in accordance with the Company policy, whichever is greater:**

**Up to \$0.90 per litre - 45 cents per km**

**Up to \$1.00 per litre - 50 cents per km**

**Up to \$1.10 per litre - 55 cents per km**

**Up to \$1.20 per litre - 60 cents per km**

**Up to \$1.30 per litre - 65 cents per km**

**Up to \$1.40 per litre - 70 cents per km**

**Up to \$1.50 per litre - 75 cents per km**

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 other methods of transportation are available. Employees shall not be required to use their own automobiles unless they consent thereto. Employees shall be reimbursed as promptly as possible, but not more than four (4) weeks after their submission 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 by the Company which it requests an employee to drive. Said vehicles will be maintained in a safe operating condition. Employees shall not be penalized for accidents with the Company vehicles while on an assignment except in cases of proven negligence or impairment.

#### **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 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 his normal place of employment to travel on a common carrier, from the time the employee reported to his 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.

#### **12.1.4 Taxi**

When employees are required to start or end a tour of duty at a time when public or other transportation is not available, taxi fare to/from home will be provided, when required, to a maximum of forty dollars (\$40.00) upon submission of a proper receipt.

#### **12.2 Expenses**

Providing that the Company does not provide a meal (Article 12.3.1) 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	<b>\$16.00</b>
(b) Lunch	<b>\$24.00</b>
(c) Dinner	<b>\$33.00</b>
<b>(d) Subsequent</b>	<b>\$16.00</b>

#### **12.3 Definition of Location and Location Expenses**

For the purposes of this Agreement, the following definition of "location" shall apply:

- (a) For Ottawa based staff, local location is considered to be any point within the amalgamated City of Ottawa and City of Gatineau. For Pembroke based staff, local location is considered to be any point inside the boundaries of and including Haley Station to the South, Eganville to the West, Deep River to the North and Fort Coulonge to the East.
- (b) "Out-of-Town" location shall be any point beyond the limits defined as "Local" location.

##### **12.3.1 Per Diems**

Employees on "out-of-town" assignments which require overnight accommodation and where no meals are provided shall receive a per diem allowance of **seventy-three dollars (\$73.00)** to cover the cost of meals and miscellaneous expenses for each completed twenty-four (24) hour period, or five dollars (\$5.00) per hour to a maximum of **seventy-three dollars (\$73.00)** when 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.

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 "Out-of-Town" Assignments**

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 Except in late breaking news assignments, the Company will use its best efforts to provide affected employees with one (1) week notice of out-of-town assignments.

## ARTICLE 13 - ANNUAL VACATION AND PAID HOLIDAYS

### 13.1 Annual Vacation

Employees shall be entitled to an annual vacation with pay based on their regular rate in effect at the time the vacation is taken. Vacation credits shall be computed as of January 1st of each year, and earned in accordance with the following chart:

<i>Years of Service</i>	<i>Duration of Vacation in Working Days</i>
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	25 days
25 years and above	30 days

Employees who have already reached a vacation entitlement that is greater than Bell's policy as of January 1, 2013 will be grandfathered at their existing entitlement until they reach a higher vacation entitlement under Bell's policy.

13.1.1 The Annual vacation year is January 1st to December 31st. The number of years of service attained by December 31 of the vacation year determines vacation eligibility. For example, an employee who reaches seven (7) years of service on November 12, 2013 will be eligible for twenty (20) vacation days starting January 1, 2013.

- (a) Vacation must be taken between January 1 of the calendar year in which it is earned and April 30th of the following year. In extenuating circumstances only, and with the permission of the Vice-President, or their designee, earned vacation credits may be carried beyond April 30th.
- (b) Employees returning to work following; sick leave, Maternity, Adoption and Parental leave shall have sixteen months from the date of their return to work to use up vacation entitlements which they had earned prior to and during Maternity and Adoption Leave.

13.1.2 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%, or 6% after 5 years on consecutive service, or 8% after 10 years of consecutive service, if applicable.** In such circumstances, the employee's vacation eligibility before leaving the Company is prorated according to the portion of the year worked.

13.1.3 The vacation year shall be from January 1st to December 31st. When the projected vacation is to begin and/or end during the months of July and August, the following procedure shall apply:

The Company will post a vacation planner on March 1st in each location. Employees shall submit their requests on the planner by April 1st. Approved vacation schedules will be posted no later than May 1st. Once vacation requests are approved they shall not be changed without the employee's consent, unless, due to an emergency, the Company requires the employee to work. An emergency shall be defined as an operational requirement which could not reasonably have been foreseen by the Company where there is no reasonable alternative other than changing an employee's vacation request.

When the Company changes an employee's vacation request it shall reimburse the employee for the non-refundable portion of the vacation contracts and/or reservations made by the employee upon presentation of the receipts/charges. When the projected vacation falls outside of July and August, the following procedure shall apply: The employee's application shall be submitted, in writing, to the supervisor at least sixty (60) days in advance of the projected vacation and the Company shall confirm the granting or denial of such within fourteen (14) days from the date of request.

As in the past, the Company will not unreasonably deny requests for vacation schedules on short notice. Where employees require long term notice of vacation schedules to plan and confirm travel arrangements, the Company will endeavour to confirm the granting or denial of such vacation requests of these employees. The parties recognize that the scheduling of vacations is subject to the operational needs of the Company. Within this restriction, the parties agree that preference in the scheduling of vacation shall be given to employees within a functional group on the basis of seniority.

It is understood that employees shall be free to request annual vacation during broadcast rating periods. Management will review the request in accordance with this article in order to try to accommodate the employee's request. Requests for vacation during broadcast rating periods will not be unreasonably denied.

Every employee shall be entitled to have at least two (2) weeks of his/her vacation period scheduled consecutively and request for additional consecutive vacation entitlement will not unreasonably be denied.

## **13.2 Paid Holidays**

The Company recognizes the following as paid holidays:

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

In addition to the holidays listed above, an employee is eligible for up to two (2) personal "Floater Days" per calendar year. Eligibility is determined as follows:

- (i) the employee is eligible for two (2) personal floater days if actively at work for at least nine (9) months in the calendar year;
- (ii) the employee is eligible for one (1) personal floater day if actively at work for at least three (3) months in the calendar year.
- (iii) a part-time employee can accumulate personal floater days based on hours worked (e.g. 3 months = 520 hours)

It is understood that if the employee does not take their personal floater days during the calendar year they cannot be carried over from one calendar year to another and are therefore forfeited.

When one of the holidays listed above falls on a Saturday or Sunday and another week day is proclaimed a holiday by Federal, Provincial, or Municipal Authority, 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. An employee who is absent on the day prior or subsequent to a paid holiday may be required to provide a medical certificate, at the discretion of the Company, to qualify for statutory holiday pay. Where the Company requires the employee to provide such certificate it shall advise the employee in advance.

13.2.1 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, he/she shall receive his/her normal basic pay for such day [eight (8) hours at the straight time rate].
- (b) If the holiday falls on a regularly scheduled day off or during his/her vacation period, he/she may add one (1) day to his/her annual leave or be given one (1) day off with pay at a mutually agreeable time or bank hours.
- (c) If a holiday falls on a scheduled work day and the employee is required to work, he/she shall receive two and one-half (2½) times his/her basic rate (which amount shall include his/her basic rate) with a minimum credit of eight (8) hours.
- (d) If the holiday falls on a scheduled day off and an employee is required to work, he/she shall receive three (3) times his/her basic rate with a minimum credit of eight (8) hours
- (e) Any time worked in excess of eight (8) hours on a holiday shall be compensated at one-half (½) the basic rate in addition to the rates provided in (c) and (d) above.

13.2.2 With respect to Article 13.2.1, (c) or (d), an employee, at his/her own option, shall be permitted to add one (1) day off to his/her annual leave or be given one (1) day off with pay at a mutually agreeable time, and this shall result in a reduction of eight (8) hours times the basic rate only from the holiday payment earned under either Article 13.2.1, (c) or (d). The employee shall indicate his/her option on his/her weekly time sheet for such holiday.

### 13.3 Scheduling of Christmas and New Year's

Before October 15th of each year the employees will advise the Company of their preference of days off to be scheduled over the Christmas and New Year's holidays. The employee's choice of days off shall be considered on the basis of Company seniority within the functional group and each employee, if he/she so requests, shall be scheduled off on either Christmas Day or New Year's Day. The Company shall advise the employee of the Christmas-New Year's Schedule by November 15th.

13.4 **Banked Time Program** - Employees may participate in the banked time program as follows: Any time off must be pre-approved by the employee's manager not to exceed eighty (80) hours **per fiscal year**.

- (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 his/her time sheet/time entry.
- (ii) This banked time may be accumulated January 1 - December 31. Banked time can be scheduled to be taken at a time mutually agreed to by the employee and his/her 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) An employee may request that some or all of their banked time be paid out at any time.
- (v) If employment is terminated for any reason, accrued banked time shall be liquidated in cash.

## **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. Sunday (Day 1) as of December 30, 2012. 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. Additionally, for employees working regular ten (10) or twelve (12) hour shifts at least three (3) of their days off shall be scheduled consecutively. 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.

#### **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 agreements will be put in writing, and signed by both parties and will require approval by the Local Union. However, such agreed upon schedules may be reverted to the normal work period by either the Company or the employees giving notice at least two (2) Fridays prior to the work period in question. This return to the normal work period will be made at the earliest possible date which will not incur shift change penalties or premiums.

### **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 ( $\frac{1}{4}$ ) 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.

### **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. An employee may refuse to work overtime; however, if all employees in a classification refuse to work, the Company may require the most junior qualified employee in the classification or in the Company to do the work. Where such assignment constitutes more than eight (8) hours of overtime over any work week 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, 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 13:00 two (2) Fridays prior to the week covered by the work schedule. Where in accordance with Article 14.1 the regular hours of work change from minimum eight (8) hour work days to regular ten (10) or twelve (12) hour work days, the Company shall notify the affected employees of the change at least four (4) Fridays prior to the week when the change will occur.

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 much in advance as possible, but not later than 13:00 of the last working day prior to the day in question. If such notice is not given, 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 when such notice is posted and the Company has made every reasonable effort to reach the employee. If the employee is off duty, the Company will notify the employee directly. It is the intent of the foregoing to ensure that each employee shall be apprised of his/her daily work schedule at the earliest possible time.

- 14.4.1 Except where weekend work is a reasonable condition of employment, the department heads will arrange work week schedules so that each employee shall have at least three (3) weekends off per calendar quarter, unless agreed to otherwise by the employee and management.
- 14.4.2 Except where employees are hired to work evening or night shifts, work schedules of employees shall be so arranged whereby no employee shall be required to work more than two (2) consecutive calendar weeks [ten (10) working days] on the evening or night shifts. Evening shifts will be defined as any shift that ends after 9:00 p.m. Exceptions may be granted when requested by the Company and agreed to by the employee. Where possible the starting time during any work week shall be consistent.

#### **14.5 Scheduled Days Off**

The two (2) consecutive days off shall consist of forty-eight (48) hours plus the turnaround period of twelve (12) hours for a total of sixty (60) hours. The three (3) consecutive days off shall consist of seventy-two (72) hours plus a turnaround period of twelve (12) hours for a total of eighty-four (84) hours. A single day off shall consist of twenty-four (24) hours plus a turnaround period of twelve (12) hours for a total of thirty-six (36) hours. Where two (2)

consecutive days off in one (1) week are taken contiguously to the two (2) consecutive days off in the following week, only one (1) 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 four (4) hours. When an employee works on a second day off, after having worked on his/her 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. When an employee works in excess of eight (8) hours on a scheduled day off, the employee shall be compensated at one-half (½) the basic hourly rate, in addition to the rates provided above.

14.6.1 An employee may refuse to work on a scheduled day off and shall not be penalized for such refusal, however, where unexpected illness or injury to a scheduled employee, or where civil emergency requires it, work on a scheduled day off may be assigned to any available qualified employee in inverse order of Company seniority. 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. Where such assignment constitutes more than eight (8) hours of overtime over any work week the next most junior qualified employee may be so assigned, and so on. A civil emergency includes an unexpected event of significant local, regional, national or international importance.

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 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.

#### **14.7 Turnaround**

A turnaround period is the period of at least twelve (12) hours between the end of one (1) tour of duty and the commencement of the next tour of duty, or between the end of a call-back and the commencement of the next tour of duty, whichever is later.

14.7.1 All time worked which encroaches on the turnaround period shall be paid at an additional one-half (½) 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 six (6) hours, the shift shall be considered continuous. It is understood that an employee may refuse to work a turnaround period of six (6) hours or less and the employee shall not be penalized for such refusal.

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 work requirements create overtime hours that are beyond the control of the employee that results in the encroachment, and where such overtime is authorized or approved by the Company.

#### **14.8 Call-Back**

Should an employee, who has completed his/her tour of duty, be called back to work, he/she shall be paid at the time and one-half (1½) rate with a minimum credit of four (4) hours.

- 14.8.1 An employee, at his/her own discretion, may refuse to work call-back as outlined in Article 14.8 and he/she shall not be penalized for such refusal. Should all employees who could be reached refuse a call-back, the Company can assign the work to the most junior employee in the classification who can be reached and who, in the Company's opinion, is qualified to do the job, or to anyone in that functional group.

#### **14.9 Temporary Upgrades**

- (a) Whenever an employee is assigned a task in a classification with a higher rate of pay, the Employer agrees to pay an additional **four dollars and twenty-five cents (\$4.25) per hour for all hours worked in such situation with a minimum credit of four (4) hours. This clause shall not be used for the purpose of eliminating, reducing or avoiding the hiring of regular full-time employees.**
- (b) Where the employee is designated by the Company to temporarily act in a supervisory position not covered by this Agreement, the employee so designated shall be entitled to the upgrading set forth in 14.9 (a). An employee shall have the right to refuse supervisory duties and will not be penalized for doing so.

- 14.9.1 Without his/her 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.

#### **14.11 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, require 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.

- 14.11.2 A first-aid kit will be maintained in the control room area in each studio, on all locations and in all Company vehicles. All vehicles provided by the Company for travel to and from remote sites shall contain: first aid kits, basic tools, survival equipment (blanket, tow rope, battery cables) and a safety partition, as defined by the Health and Safety Committee. The transmitter vehicle shall also be equipped with a radiotelephone and/or a cell phone in good working order.

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 dollars (\$30.00) (not to be included in base rate) to each bargaining unit member [to a maximum of three (3) employees (at least

one of which will be an ENG Camera/Live Truck Operator) at any one time]. The members may hold either a valid Industrial First Aid or St. John's Ambulance Certificate.

- 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 he/she has 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, he/she shall not suffer a loss of pay.
- 14.11.6 The Company shall provide inspections and necessary repairs to VDT's and CRT's to ensure that equipment meets pertinent Federal or Provincial standards. The Company will provide for employees who are pregnant and who operate VDT's or CRT's protective screens for the duration of the pregnancy.
- 14.11.7 A Joint Health and Safety Committee shall be constituted consisting of an equal number of representatives of Management and the Union, which shall identify potential dangers and health hazards, and obtain information from the Company or other persons respecting the identification of hazards and health and safety experience and work practices and standards elsewhere.
- The committee shall meet at least once a month. 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.
- 14.11.8 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.
- 14.11.9 The Joint Health and Safety Committee shall have access to the accident reports submitted to the Insurance Company and the government or its agencies.
- 14.11.10 In the case of hazardous, inclement weather, no reasonable request for assistance in servicing remote sites will be denied.

**14.12 Assistance**

In the operation of ENG-EFP cameras, Live Truck and related equipment, it is understood that employees will not be unreasonably denied assistance when it is requested. In the execution of live to air programming it is understood that: where live and/or satellite truck is utilized, and/or where complex audio (e.g. multiple guests) is required, there shall be two (2) operators assigned to ensure safe operation and technical quality of the facility.

**ARTICLE 15 - MEAL PERIODS AND REST PERIODS**

**15.1 First Meal Period**

The present practice of employees receiving a first meal period of not less than thirty (30) minutes, and not more than sixty (60) minutes, shall be continued. The first (1st) meal

period shall not be scheduled before the end of the third (3rd) hour of the tour of duty, and shall be completed by the start 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 tour of duty.

Shifts	Meal Windows
05:00 – 14:00	(08:00-11:00)
07:00 – 16:00	(10:00-13:00)
10:00 – 19:00	(13:00-16:00)
14:45 - 23:45	(17:45 - 20:45)

**15.2 Second and Subsequent Meal Period**

- (a) Employees who are not on a regular twelve (12) hour tour of duty and are required to work more than a ten (10) hour tour of duty will be assigned a second meal period of not less than thirty (30) minutes nor more than sixty (60) minutes during the ninth (9th), tenth (10th) or eleventh (11th) hour of the tour.
- (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.

15.3 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 ½) times the employees basic rate, computed separately from the work week, in addition to the overtime payment for the additional time worked.

15.4 In no event shall an employee be required to work more than six (6) hours without a meal period, except in the case of a broadcast “on-air” emergency.

**15.5 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. They shall not be scheduled or assigned during the first or last hour of a tour of duty, nor will they be scheduled or assigned consecutively without the agreement of the employee.

**ARTICLE 16 - GENERAL WAGE PROVISIONS AND WAGES**

16.1 Employees shall be paid according to the wage scale 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. There shall be no automatic progression to senior classifications in higher wage scales.

- 16.2 For employees hired as of the effective date of this agreement and who remain in the same classification as of the effective date of this Agreement, progression up the salary scale within each classification shall automatically occur on January 1st. For employees hired after the effective date of this Agreement, progression up the salary scale within each classification shall automatically occur on the first complete pay period of the month following nearest to the employee's annual anniversary date of hire.
- 16.3 When an employee is transferred into a higher pay classification he/she shall immediately move into the higher salary scale and receive a salary increase which is at least the equivalent of one (1) full increment in his/her former group, plus the amount necessary to place him/her on step in the new group, and shall automatically progress upward on the annual anniversary date of his/her upgrading. One (1) full increment means the increase in pay that the employee would have next received had he/she remained in his/her former classification, or if he/she is at the top of his/her scale, the increase he/she last received in reaching the top rate.
- Acceleration of progression within a group shall constitute a change of anniversary date consistent with the date of acceleration and upward progression shall automatically occur on the annual or date of the acceleration implementation.
- 16.4 Any employee returning to work in his/her former classification after a layoff, shall return at the rate of pay according to his/her classification at time of said layoff.
- 16.6 All employees will complete and submit time cards in accordance with current practices. All employees shall complete a recording overtime, temporary upgrade, and payment for other terms and conditions covered by this agreement. In the event that there is a change required to an employee's time **card**, the Supervisor will consult with the employee. If the change is not agreed to, a copy of the revised time **card**, will be given to the employee. With respect to the completion of time **card**, the employee will receive instructions at the time of hiring.

**16.7 Wage Classifications**

STEP	GROUP A - Building Maintenance		
	January-01-22	January-01-23	January-01-24
LEVEL 1	\$34,213.07	\$34,811.80	\$35,421.01
LEVEL 2	\$37,063.63	\$37,712.24	\$38,372.21
LEVEL 3	\$39,915.26	\$40,613.78	\$41,324.52
LEVEL 4	\$42,765.81	\$43,514.21	\$44,275.71
LEVEL 5	\$45,617.44	\$46,415.74	\$47,228.02

**GROUP B - Reception****LEVEL 1****LEVEL 2****LEVEL 3****LEVEL 4****LEVEL 5**

January-01-22	January-01-23	January-01-24
\$37,063.63	\$37,712.24	\$38,372.21
\$39,915.26	\$40,613.78	\$41,324.52
\$42,765.81	\$43,514.21	\$44,275.71
\$45,617.44	\$46,415.74	\$47,228.02
\$48,467.99	\$49,316.18	\$50,179.21

**GROUP C - News Writer, Web Writer****LEVEL 1****LEVEL 2****LEVEL 3****LEVEL 4****LEVEL 5**

January-01-19	January-01-20	January-01-21
\$48,467.99	\$49,316.18	\$50,179.21
\$51,319.62	\$52,217.71	\$53,131.52
\$54,170.17	\$55,118.15	\$56,082.72
\$57,021.80	\$58,019.68	\$59,035.02
\$59,872.35	\$60,920.12	\$61,986.22

**GROUP D - ENG/EFP Camera/Editor,  
VTR/Ingest Coordinator-Editor****Start****LEVEL 1****LEVEL 2****LEVEL 3****LEVEL 4****LEVEL 5**

January-01-22	January-01-23	January-01-24
\$58,547.58	\$59,572.16	\$60,614.67
\$63,018.01	\$64,120.83	\$65,242.94
\$67,487.37	\$68,668.40	\$69,870.10
\$71,965.29	\$73,224.68	\$74,506.11
\$73,604.41	\$74,892.49	\$76,203.11
\$75,284.16	\$76,601.64	\$77,942.17



<b>GROUP E - Senior ENG/EFP Camera/Editor, Floater</b>			
<b>Start</b>  <b>LEVEL 1</b>  <b>LEVEL 2</b>  <b>LEVEL 3</b>  <b>LEVEL 4</b>  <b>LEVEL 5</b>	<b>January-01-22</b>	<b>January-01-23</b>	<b>January-01-24</b>
	\$71,965.29	\$73,224.68	\$74,506.11
	\$75,563.24	\$76,885.59	\$78,231.09
	\$78,642.61	\$80,018.85	\$81,419.18
	\$80,289.21	\$81,694.27	\$83,123.92
	\$81,977.52	\$83,412.13	\$84,871.84
	\$83,656.20	\$85,120.18	\$86,609.79

<b>GROUP F - Creative Services Producer/Editor, Graphic Designer, Live Truck Operator, Senior VTR/Ingest Coordinator-Editor</b>			
<b>Start</b>  <b>LEVEL 1</b>  <b>LEVEL 2</b>  <b>LEVEL 3</b>  <b>LEVEL 4</b>  <b>LEVEL 5</b>	<b>January-01-22</b>	<b>January-01-23</b>	<b>January-01-24</b>
	\$73,604.41	\$74,892.49	\$76,203.11
	\$75,284.16	\$76,601.64	\$77,942.17
	\$76,962.85	\$78,309.70	\$79,680.12
	\$78,642.61	\$80,018.85	\$81,419.18
	\$80,289.21	\$81,694.27	\$83,123.92
	\$81,977.52	\$83,412.13	\$84,871.84

<b>Start</b>  <b>LEVEL 1</b>  <b>LEVEL 2</b>  <b>LEVEL 3</b>  <b>LEVEL 4</b>  <b>LEVEL 5</b>  <b>LEVEL 6</b>	<b>GROUP G - Senior Creative Services</b> Producer/Editor, Senior Graphic Designer, Senior Live Truck Operator, Technical Production Coordinator/Director, IT Technician, Maintenance Technician		
	<b>January-01-22</b>	<b>January-01-23</b>	<b>January-01-24</b>
	\$78,642.61	\$80,018.85	\$81,419.18
	\$80,289.21	\$81,694.27	\$83,123.92
	\$81,977.52	\$83,412.13	\$84,871.84
	\$83,656.20	\$85,120.18	\$86,609.79
	\$85,334.89	\$86,828.25	\$88,347.74
	\$86,982.56	\$88,504.75	\$90,053.58
	\$91,331.10	\$92,929.39	\$94,555.66

<b>Start</b>  <b>LEVEL 1</b>  <b>LEVEL 2</b>  <b>LEVEL 3</b>  <b>LEVEL 4</b>  <b>LEVEL 5</b>  <b>LEVEL 6</b>	<b>GROUP H - Supervisor Creative Services,</b> Senior Technician, Senior Technical Production Coordinator/Director		
	<b>January-01-22</b>	<b>January-01-23</b>	<b>January-01-24</b>
	\$81,977.52	\$83,412.13	\$84,871.84
	\$83,656.20	\$85,120.18	\$86,609.79
	\$85,334.89	\$86,828.25	\$88,347.74
	\$86,982.56	\$88,504.75	\$90,053.58
	\$89,069.69	\$90,628.41	\$92,214.41
	\$91,164.31	\$92,759.68	\$94,382.98
	\$95,722.41	\$97,397.55	\$99,102.01

<b>GROUP I - Videographer, Reporter</b>			
	<b>January-01-22</b>	<b>January-01-23</b>	<b>January-01-24</b>
<b>Start</b>	\$74,128.33	\$75,425.58	\$76,745.53
<b>LEVEL 1</b>	\$75,425.30	\$76,745.24	\$78,088.28
<b>LEVEL 2</b>	\$78,326.11	\$79,696.82	\$81,091.51
<b>LEVEL 3</b>	\$81,226.92	\$82,648.39	\$84,094.74
<b>LEVEL 4</b>	\$84,128.80	\$85,601.06	\$87,099.08
<b>LEVEL 5</b>	\$87,029.61	\$88,552.63	\$90,102.30

<b>GROUP J - Anchor/Reporter</b>			
	<b>January-01-22</b>	<b>January-01-23</b>	<b>January-01-24</b>
<b>Start</b>	\$79,830.51	\$81,227.55	\$82,649.03
<b>LEVEL 1</b>	\$81,226.92	\$82,648.39	\$84,094.74
<b>LEVEL 2</b>	\$84,128.80	\$85,601.06	\$87,099.08
<b>LEVEL 3</b>	\$87,029.61	\$88,552.63	\$90,102.30
<b>LEVEL 4</b>	\$89,930.41	\$91,504.19	\$93,105.52
<b>LEVEL 5</b>	\$92,831.22	\$94,455.77	\$96,108.74

GROUP K - Anchor			
	January-01-22	January-01-23	January-01-24
Start	\$85,532.69	\$87,029.51	\$88,552.53
LEVEL 1	\$87,029.61	\$88,552.63	\$90,102.30
LEVEL 2	\$89,930.41	\$91,504.19	\$93,105.52
LEVEL 3	\$92,831.22	\$94,455.77	\$96,108.74
LEVEL 4	\$95,732.03	\$97,407.34	\$99,111.97
LEVEL 5	\$98,632.84	\$100,358.91	\$102,115.19

16.8.1 The rates in the above scales are minimum rates.

16.8.2 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.

#### 16.9 Stand-By

IT Technician, Maintenance Technicians, Senior Technician, ENG-EFP Camera, Senior ENG-EFP Cameral and Videographer assigned to stand-by during their off hours shall be compensated at the rate of two dollars (\$2.00) per hour. However, when assigned to stand-by on a scheduled day off, a minimum payment of forty dollars (\$40.00) shall be paid. Stand-by shall be computed separately from the work week and shall be paid in addition to any payments required under the Agreement for time worked. The Company agrees to continue the present practice of remuneration of maintenance technicians at two hundred and twenty-five dollars (\$225.00) weekly when assigned to stand-by for week blocks of time. **The Company agrees to introduce the remuneration at two hundred and twenty-five dollars (\$225) weekly for the IT Technician when assigned to stand-by for week blocks of time.**

16.10 Effective upon completion of their probationary period and every three (3) years thereafter, all full-time (and regular part-time employees who have six (6) months of consecutive employment with the Company and who regularly work an average of twenty (20) hours per week) ENG-EFP Camera persons, Videographers, and **live** Truck Operators shall be provided with a winter parka, and earlier as required. Such parka shall remain the property of the Company. The employees as a group shall have input on the selection of a suitable parka through a process of consultation with three (3) representatives selected by the Union.

16.10.1 Effective upon completion of their probationary period and every three (3) years thereafter, all full-time (and regular part-time employees who have six (6) months of consecutive employment with the Company and who regularly work an average of twenty (20) hours per week) ENG-EFP Camera persons, Videographers and **live** Truck Operators shall be provided with winter boots and winter pants and earlier as required.

**16.10.2** The Company shall supply ENG-EFP Camera persons, Videographers, and **live** Truck Operators with winter gloves when required, but not more than once a year.

**16.11 ON AIR Commercial - Presentation/Performance Fees**

The following minimum fees shall apply to employees performing outside their normal job function or when employed on a per commercial basis.

Commercial Voice Over

- \$15.00 per spot tag
- \$20.00 per 15 second spot
- \$35.00 per 30 second spot

**ARTICLE 17 - EFFECTIVE DATE AND DURATION**

17.1 This Agreement shall commence on **January 1, 2022** and shall remain in force until **December 31, 2024**.

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 fax shall be given to the other party not less than thirty (30) days and not more than ninety (90) days prior to the expiry date of this Agreement. In the event such notice is given, this Agreement shall continue in full force, until a new Agreement is concluded or until a legal strike/lockout day occurs following conciliation 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 thereunder, such provisions shall be to that extent deemed null and void or shall be applied in such manner as will conform with law.

**The Parties agree that all Letters of Understanding and Letters of Agreement form part of the Collective Agreement.**

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY  
THEIR DULY AUTHORIZED REPRESENTATIVES THIS 8th **DAY OF April 2022.**

CHRO TELEVISION,  
A DIVISION OF BELL MEDIA INC.

UNIFOR AND ITS LOCAL 78M

*T. J. Dwyer*

*Jan Malek*

\_\_\_\_\_  
*M. J.*  
\_\_\_\_\_  
*R. Edgely*  
\_\_\_\_\_  
*Jodi Hamilton*  
\_\_\_\_\_  
*Michelle Wilson*  
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## **NON-DISCRIMINATION/HARASSMENT PROCEDURE**

### **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 procedure outlines the commitment of CTV Limited 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 procedure 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 procedure. 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 his/her employment responsibilities.

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

Harassment is defined as a “course of vexatious comment or conduct that is known or ought 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 not limited to):

- (a) verbal abuse or threats;
- (b) unwelcome remarks, jokes and innuendoes, 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 (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?

#### What to do if you are being discriminated against or harassed

##### **Discriminated Against**

An employee who believes that he or she has been discriminated against under the provisions of the Canada Human Rights Act should raise the matter with his/her Department Head.

Harassed - An employee who believes that he or she is 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 Human Resources 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.

## LETTER OF UNDERSTANDING NO. 1

### Employment Equity (EE)

The parties jointly agree and support the goals of Employment Equity in our society. Both parties also recognize that special efforts will be necessary to improve the opportunities for permanent employment of designated group members. The parties desire to make those efforts without:

- (a) lowering the high standards of performance expected of employees and co-workers, and;
- (b) placing any quotas or targets on the number of designated group members who must be hired.

Reviewed by:



Terry Deighton

CHRO Television



Jan Malek

Unifor and its Local 78M

## LETTER OF UNDERSTANDING NO. 2 - DISABLED EMPLOYEES

The parties to this Agreement acknowledge their joint obligation to try and assist employees who become disabled as a result of an injury/illness to return to meaningful employment at CHRO. To effect that shared belief, the parties have agreed to the following for the term of the Collective Agreement:

- (a) During an employee's rehabilitative stage, the employee may be temporarily assigned to perform bargaining unit work without having to comply with the provisions of Article 9.2 (Vacancies), provided that no employee is displaced by the disabled employee. All other terms of the Collective Agreement would apply to the disabled employee.
- (b) Once the employee's rehabilitation is complete, the parties will make all reasonable efforts to accommodate the disabled employee in his/her former job. Where this is not practicable, the disabled employee may not displace any employee, but may be awarded any full-time, temporary or term position, without regard to the seniority provisions of the Agreement. The employee must still be able to demonstrate that he/she has the skills, qualifications and abilities to perform the job in accordance with Company standards.

This Letter of Understanding may be terminated by either party being given ninety (90) days written notice.

Reviewed by:



Terry Deighton

CHRO Television



Jan Malek

Unifor and its Local 78M

### LETTER OF UNDERSTANDING NO. 3 - HOSTS

It is understood that the above mentioned position shall not be a permanent or dependant employee of CHRO-TV. This would include "celebrity" guest hosts. It is understood a "Host" would be retained on a program project basis to perform "on air" hosting functions and shall not be used to replace, displace, or avoid the hiring of an employee in the bargaining unit.

Reviewed by:



Terry Deighton

CHRO Television



Jan Malek

Unifor and its Local 78M

#### LETTER OF UNDERSTANDING NO. 4 - USE OF "ON AIR" RADIO EMPLOYEES

It is agreed that nothing in this agreement shall prevent the Company from using Bell Media Radio Ottawa, employees in Ottawa to enhance its "on air" presentation. When this is to occur the Company will advise the National and Local Union, which may be communicated by email, of the name of the individual and the role they are to play. These employees shall not retain rights under this agreement.

Bell Media Radio employees may be used as follows:

1. For breaking news events that bargaining unit members cannot get to Bell Media Radio employees can use mobile hand held devices to perform "breathless" reports of no more than one minute and thirty seconds (1:30) or provide studio based/on location breaking news "rants", coverable with video, of no more than two minutes and thirty seconds (2:30) duration. In Ottawa it is agreed that the Company will make best efforts to ensure that bargaining unit employees shall be assigned to lead coverage of breaking news events and that Bell Media Radio employees may be used when other breaking news occurs.
2. For feature reports out of market Bell Media Radio employees can function as the "On Air" reporter fronting such items provided they work with a Bargaining Unit ENG/EFP Camera/Editor to produce the feature report.
3. For CTV Morning Live show segments Bell Media Radio personalities can provide content similar to current practice when offering profile or specific expertise or knowledge that would be otherwise unavailable from staff.

It is agreed that these employees shall not be used to circumvent the provisions of Article 10.1. Dues shall be remitted to the union in accordance with the collective agreement based on an equivalent rate to the classification which the employee is assigned with a minimum credit of four hours.

Reviewed by:



Terry Deighton

CHRO Television



Jan Malek

Unifor and its Local 78M

## LETTER OF AGREEMENT NO. 1 - VIDEO EXCHANGE

In the interest of expanding and not limiting local news coverage it is agreed between the Company and the Union that there can be a free and unlimited exchange of video/audio and interview clips between CJOH-TV and CHRO-TV.

The Company agrees that it shall not use these resources to circumvent the provisions of Article 10.1.

Reviewed by:



Terry Deighton

CHRO Television



Jan Malek

Unifor and its Local 78M

## LETTER OF AGREEMENT NO. 2 - CREATIVE SERVICES

The Union agrees that all Creative Services work performed will be non-exclusive in nature so that members of either Local 78M or Local 715M can assist each other in the organization, execution and completion of work. The Company agrees to maintain employees in the two separate bargaining units.

Reviewed by:



Terry Deighton

CHRO Television



Jan Malek

Unifor and its Local 78M

### LETTER OF AGREEMENT NO. 3 - ENGINEERING

The parties agree that the work performed by employees in the Engineering Department at CHRO-TV, including the IT Technician, is considered work performed to support all business units within the facility and employees not covered under this agreement working in the Engineering Department under the CJOH-TV Collective Agreement will also perform this work in the same manner. Further, the parties agree that no group, CHRO-TV or CHOH-TV has exclusive jurisdiction over any of the work performed.

It is understood and agreed that nothing prevents the Company from using employees outside the Bargaining Unit in Ottawa in combination with television staff on major projects or when Bargaining Unit employees are unavailable. A Bargaining Unit employee is unavailable if they are on vacation, sick leave or if they are otherwise engaged in work assignments.

This letter will not otherwise be used to circumvent the provisions of Article 10.1 of the Collective Agreement.

Reviewed by:



Terry Deighton  
CHRO Television



Jan Malek  
Unifor and its Local 78M



#### LETTER OF AGREEMENT NO. 4 - PENSION PLAN

The Company agrees to fully fund its commitments to employees who participated in and are entitled to a benefit under the CHUM Defined Benefit Pension Plan. It is acknowledged that participation ended on December 31, 2012.

Effective on January 1, 2013 employees shall revert to the coverage contained in Article 11.4. Currently this plan includes an automatic four percent (4%) Company Contribution and the matching of employee contributions up to a maximum of two percent (2%) of pensionable earnings. Employees have the option to contribute up to a maximum of **twelve** percent (**12%**) of pensionable earnings.

The Company agrees to provide a Special Retirement Allowance (SRA) to eligible employees as determined by the SRA calculation formula and as provided to the Union. The SRA will accrue for every year of future service following January 1, 2013 (including those employees on disability) and is payable upon the employees' retirement from Bell Media, pre-retirement death or involuntary termination, which includes layoff. The SRA shall be paid to the employee as a lump sum payment.

Reviewed by:



Terry Deighton  
CHRO Television



Jan Malek  
Unifor and its Local 78M

## LETTER OF AGREEMENT NO. 5 - PERSONAL FLOATER DAY

The parties agree that the third Monday in February shall be treated as a common day off for employees covered by this agreement and one (1) Personal Floater Day referred to in Article 13.2 shall be used for this purpose.

Reviewed by:

A handwritten signature in blue ink, appearing to read "T. Deighton".

Terry Deighton  
CHRO Television

A handwritten signature in blue ink, appearing to read "Jan Malek".

Jan Malek  
Unifor and its Local 78M

## LETTER OF AGREEMENT NO. 6 – DOMESTIC VIOLENCE

The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Company and Union agree, when there is adequate verification from a recognized professional (i.e. medical doctor or 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.

Reviewed by:



Terry Deighton

CHRO Television



Jan Malek

Unifor and its Local 78M

## LETTER OF AGREEMENT NO. 7 – PAID EDUCATION LEAVE

The Employer agrees to pay into a special fund an amount of **five** hundred **(\$500.00)** dollars to Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a yearly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program  
**115 Gordon Baker Road**  
Toronto ON M2H 0A8

The Employer shall approve Education Leave, without pay, for the members of the bargaining unit at the request of the Union. Request for such leave of absents absence will be submitted at least 30 days in advance and approval will be subject to operational needs. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection and education leave dates. Employees on PEL leave of absence will continue to accrue seniority and service.

Reviewed by:



Terry Deighton  
CHRO Television



Jan Malek  
Unifor and its Local 78M

## LETTER OF AGREEMENT NO. 8 – WOMEN’S ADVOCATE PROGRAM

The Company and the Union recognize that people who identify as women can sometimes face difficult situations inside and outside the workplace.

The Union shall establish a Women’s Advocate to support employees who identify as women by directing them to the appropriate support mechanisms.

The Company will ensure that the designated Women’s Advocate will be afforded the time off for training subject to business needs. Unifor shall be responsible to reimburse the Company for the time off for training. Unifor shall also be responsible for all training and associated expenses.

Reviewed by:



Terry Deighton

CHRO Television



Jan Malek

Unifor and its Local 78M

## LETTER OF AGREEMENT NO. 9 – HARASSMENT AND VIOLENCE

The Company recognizes that media workers may face harassment, or even violence, from members of the public during the course of their work. This can occur in-person or on-line. If an employee feels harassed or unsafe in the field, they will leave the area and contact the employer. If the harassment is online, the employee will inform their supervisor.

The Company will provide direction and assistance that addresses the employee's safety concerns and ensures they have access to support services. No employee will be penalized or disciplined for actions in a situation where they feel their health and safety is at risk.

Reviewed by:



Terry Deighton  
CHRO Television



Jan Malek  
Unifor and its Local 78M