

BARGAINING REPORT

BETWEEN

**CTV OTTAWA (CJOH-TV)
A DIVISION OF BELL MEDIA INC.**

AND

UNIFOR AND ITS LOCAL 715-M

After meeting with the Employer your Bargaining Committee is pleased to report that we have reached a Tentative Agreement with CTV Ottawa (CJOH-TV), A Division of Bell Media Inc. ***Your Committee unanimously recommends acceptance of the terms of the Tentative Agreement reached between the parties.***

Peter Szperling
Committee Member

Marlene Pauly
Committee Member

Shaun Vardon
Committee Member

Ian Urbach
Committee Member

Michelle Arruda
National Representative

Chris Black
Alternate Committee Member

ARTICLE 2

2.3.5 Part-time employees shall be subject to all conditions of this Agreement except those pertaining to length of service, ~~e.g. health and insurance benefits, pension,~~ workforce reductions, sick leave, except as provided below.

ARTICLE 4: UNION RIGHTS

4.2.1 The Company agrees to **personally** introduce a new employee to an elected Local Union official ~~as soon as possible upon their hiring within the first week of employment.~~ **The Company agrees to give the Union up to thirty (30) minutes of orientation, if required.**

4.4 **Union Use of Bulletin Boards** – The Company agrees to the postings by the Union scheduling/bulletin boards, of announcements regarding elections, meetings, negotiation developments and internal affairs of the Union. ~~Provided such notices are authorized by the Manager Human Resources.~~ The Local Union shall have exclusive use of one bulletin board.

4.6 **Non-Discrimination** – The Company will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or lawful activity on behalf of the Union. The Company will not discriminate in respect to hiring, tenure of employment or any term of employment against any employee covered by this Agreement because of membership in, or lawful activity on behalf of the Union, nor will it discourage membership in the Union or attempt to encourage membership in another Union.

4.7 ~~Employees shall continue to enjoy equal rights under this Agreement regardless of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction for an offence for which pardon has been granted.~~

The Company and the Union agree that there shall be no discrimination, interference, restraint, harassment or coercion 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.

4.8 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.

ARTICLE 7: REPORT ON PERFORMANCE

7.5 A written notice of dissatisfaction/complaint shall be removed from an employee's record, and not be used against the person at any time, if no other related incident occurs before ~~eighteen (18)~~ **twelve (12)** months has elapsed. In circumstances of related incidents, associated memos will not be removed until eighteen (18) months after the date of the most recent incident.

ARTICLE 8: SENIORITY RIGHTS

8.2 **Promotions and Transfers** – The employee with the most Company seniority who meets the ~~reasonable~~ **practical** qualifications (which may include practical qualification tests) for the position, as set by the Company, shall be promoted/transferred to fill a vacancy/opening in another classification. The Company retains the right to make the final determination concerning whether a vacancy exists. For example a vacancy will not occur where a bargaining unit employee is transferred into another position, and staff levels do not increase. Nothing in this Article precludes the Company from hiring an external applicant when no qualified employees apply and are accepted.

8.4 **Workforce Reductions** – **Prior to any workforce reductions, the Company agrees to meet with the Union President or a Union official twenty-four (24) hours in advance upon signing the Company's non disclosure agreement.** Workforce reductions shall proceed in inverse order of Union seniority within the job classifications.

8.4.1 An employee about to be laid off (Workforce Reduction) ~~from one job classification who has had three (3) months or more of service in another job classification,~~ may apply their seniority and revert to such other classification, provided that no employee is to be displaced by a more senior employee unless the senior employee possesses the occupational qualifications of the job filled by the employee with less seniority.

8.4.2 An employee about to be laid off (Workforce Reduction) may apply their **Union** seniority and revert to another job classification in the Company, provided that, in the opinion of the Company, the employee may be trained in a reasonable length of time to perform the duties in the other job classification, **the employee** shall be trained and then revert to that classification subject to the following conditions:

- (c) A reasonable length of time shall be four (4) weeks;

- (b) **At this time the impacted employee** shall revert to a salary level in the new classification which is equal to their current salary, but in any event not higher than the top rate of the new classification;
- (a) In the event that the training is not successful, then the workforce reduction will proceed as originally planned.

8.4.3 An employee about to be laid off (Workforce Reduction) who has the ~~Company Union~~ seniority, and who in the opinion of the Company may be trained in a reasonable period of time, shall be trained to fill a vacant position and then revert to that new position, subject to the following conditions:

- (b) A reasonable length of training time shall be four (4) weeks.
- (a) In the event that the training is not successful, then the layoff will proceed as originally planned.

8.5 In the event of workforce reductions, employees will receive at least ~~eight (8)~~ **six (6)** weeks' notice or ~~eight (8)~~ **six (6)** weeks' salary in lieu of notice plus accrued vacation pay. Employees will be considered terminated and will receive severance pay equal to three (3) weeks' basic salary for each year of continuous service with the Company. For employees hired after May 13, 2996, the severance will be capped at a maximum of seventy-eight (78) weeks. Severance pay will be calculated on a pro-rata basis to the nearest month. This severance payment shall be deemed to include any severance payment required pursuant to any statute.

Employees who elect to receive severance pay will be declared to have accepted layoff and abandoned any recall rights.

8.5.1 When an employee is terminated as set out in Article 8.5 or placed on the recall list as set out in Article 8.4.5, the Company will continue the group health and dental benefits (except for sick leave, STD and LTD) for the period of the layoff up to a maximum of ~~three (3)~~ **six (6)** months.

Coverage will cease once an employee is re-engaged in other employment and is eligible for benefits with a new employer. It is the responsibility of the employee to notify the Company immediately that such other work is obtained.

The Company agrees to continue to provide basic "outplacement services" to employees so terminated.

8.5.2 After receiving severance under Article 8.5, the employee will become eligible to apply for a job within BCE following a term equaling the length of severance received plus one (1) month.

8.5.3 An employee who receives a layoff notice and who has the right to apply their seniority pursuant to Article xx,xx,xx and who chooses not to exercise such right shall receive, in addition to severance pay pursuant to Article xx, xx, xx one (1) additional weeks' pay per year of service to a maximum of twelve (12) weeks' pay. Such an employee will not be on the recall list.

ARTICLE 10: EMPLOYEE BENEFITS

10.2.1 The employee shall give the Company four (4) weeks' notice of their intention to take maternity, adoption or parental leave. Upon going on such leave the following supplemental benefit shall be paid by the Company where an employee has six (6) months or more of Company seniority:

- (a) Where an employee provides the Company with a certificate of a qualified medical practitioner certifying that she is pregnant, that employee shall be entitled to sixty-seven percent (67%) of salary integrated with EI benefits for seventeen (17) weeks, or
- (b) in respect of Adoption or Parental Leave an employee is entitled to sixty-seven percent (67%) of salary integrated with EI benefits for twelve (12) weeks, and a further leave of absence without pay not to exceed thirty-seven (37) weeks.

Further to article 10.2.1, all rights under the applicable Canada Labour Code shall apply.

10.5.1 **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 on a pro-rata basis, i.e., one (1) day for each four (4) months of service during the first calendar year of 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.

ARTICLE 11: TRANSPORTATION AND TRAVEL EXPENSES

11.2.1 **Per Diem** – Employees on “out-of-town” assignments which involve overtime accommodation shall receive a per diem allowance of ~~seventy-one dollars (\$71.00)~~ **eighty dollars (\$80.00)** to cover the cost of meals and miscellaneous expenses for each completed twenty-four (24) hour period, or three dollars and fifty cents (\$3.50) per hour when absences involve fractions of a day. When exceptional conditions require higher per diems or meal allowances than those contained herein, the Company may provide an additional amount based on conditions at the location concerned.

Employees on “out-of-town” assignments who do not receive a per diem allowance in accordance with the above shall receive a meal allowance for each meal (ref. Articles 15.2-15.8) to which they are entitled in the following manner:

Breakfast:	\$12.00 \$15.00
Lunch:	\$20.00
Dinner:	\$27.00 \$30.00
Subsequent	\$12.00 \$15.00

Note: If the assignment is out of country, the subsequent per diem will be paid in U.S. funds.

As per Bell Policy with the following as a minimum.

ARTICLE 12: HOLIDAYS AND ANNUAL VACATION

~~12.1.e) For the calendar year of 2013 only, employees covered under this agreement will receive one (1) additional personal floater day.~~

12.1.8 The Company shall endeavor to make a “best effort” to schedule employees working on the weekend of a Statutory Holiday to work on the Statutory Holiday itself, if work is required.

An employee may refuse to work on a Statutory Holiday, however, if all qualified employees in that job classification refuse to work, the Company may assign the work to any qualified employee in the inverse of Union seniority.

12.3.1 Employees who have obtained a higher milestone as of January 1, 2013 shall be entitled to maintain the higher vacation entitlement until they reach the next milestone in accordance with the above table.

(a) An employee shall be credited on January 1st with the calendar year credits. Employees attaining a milestone within the forthcoming calendar year shall be credited with the milestone on January 1st.

(b) Vacation must be taken between January 1 of the calendar year in which they are 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.

~~(c) Employees who at the signing of this agreement had remaining credits with CTV prior to December 31, 2012 will be allowed to bank these credits and must use these credits prior to December 31, 2015. If the employee leaves the Company for any reason prior to December 31, 2015 the remaining banked credits shall be paid out in cash.~~

~~(d)~~ 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 that had earned prior to and during Maternity and Adoption Leave.

~~(e)~~(d) 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% if applicable). In such circumstances, the employee's vacation eligibility before leaving the Company is prorated according to the portion of the year worked.

ARTICLE 13: GENERAL MATTERS

13.2 **Air Credits** – The Company agrees to include full technical credits in sustaining (local) television shows as follows:

- i. full technical credits for each Friday for a daily series (e.g. News);
- ii. full technical credits for individual ~~weekly~~ shows ~~(e.g. Regional)~~.

13.2.2 Unifor Show Credit – The Company agrees to include the Unifor 715-M logo, as a show credit, to all productions produced exclusively by and for CJOH TV.

ARTICLE 14: HOURS AND SCHEDULING OF WORK

New: If a day shift needs to be filled due to a leave of absence (except short term sickness), the Company must offer first right of refusal to full time night shift employees based on union seniority on that same days night shift that is available, to move up to the day shift. However, if all qualified full-time employees in that classification choose to decline shift change the Company then has the right to assign the work to a full time employee who may be on a regular day off, then proceeding that a part time employee may be called.

14.4 Posting of Schedules – Each employee’s schedule for every week shall be posted **online** as early as possible. It is the intent of this Article to ensure that each employee is advised of their work schedule at the earliest possible time. To this end the Company agrees to post the schedules **online not** later than 1300 hours Friday, three (3) weeks prior to the week scheduled. The schedule shall state clearly daily starting time, finishing time and days off. **The Employer will continue sending a PDF of the 3 week schedule weekly via email as per current practice.**

14.4.3 It is the employee’s responsibility to check their schedule **online** at the end of each working day **to determine if any updates have been made. Changes made before 1 p.m. to the online schedules are considered notification. The Employer will notify employees working on night shifts and changes made to the schedule after 1 p.m.**

14.6.1 Unexpected Overtime is defined as:

- a) those hours added to the start of any work day, including meal and break periods, when an employee is advised later than 1300 hours of the employee’s last working day prior to the day involved;
- b) those hours added to the end of any work day, including meal and break periods, when an employee is advised later than 1300 hours of the employee’s last working day prior to the day involved;
- c) those hours assigned on any day off, including meal and break periods, when the employee is advised later than ~~1500~~ **1300** hours of the employee’s last working day prior to the day involved.

Unexpected Overtime shall be paid at one-half (½) times the basic rate of the employee, in addition to any other penalties or payments, for all such time worked in accordance with the following:

- i. when total unexpected overtime is in excess of two (2) hours then payment shall be for all unexpected hours;

- ii. when total unexpected overtime is two (2) hours or less then no payment shall be made under the clause.

Such payments shall not be made if unexpected overtime is caused by the following **when made clear to the employee at the time of scheduling**:

- iii. on the first day of absence of another who reported sick;
- iv. if an employee calls in sick on a daily basis;
- v. an employee calls in sick after 1300 hours for the first two days;
- vi. for a change of start time of two (2) hours or less; provided the employee is not required to work more than eight (8) hours;
- vii. if notice is given of a change of start time before 1300 hours prior to four (4) or more days off;
- viii. when an employee is released in order to cope with some unforeseen contingency or emergency in the immediate family;
- ix. catastrophic events of major political, economic or social importance of which the Company had not or could not be expected to have prior knowledge (i.e., death of a prominent politician, a disaster or a sudden national or world crisis). This exemption shall only apply during the first tour of duty affected by an unexpected event.

14.6.5 ~~Up until December 31, 2012~~ an employee's time sheet shall not be altered without notification to the individual when such change results in a reduction of the employee's claim. In the event the employee is off duty or on remote locations, these changes shall be made and the employee advised immediately upon returning to duty. A copy of the revised time sheet will be given to the employee.

~~As of January 1, 2013 all employees shall complete an electronic time entry 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 entry, the ~~Supervisor~~ **Manager** will consult with the employee. If the change is not agreed to, a copy of the revised time entry will be given to the employee. With respect to the completion of time entry the employee will receive instructions at the time of hiring.

14.9.4 **Standby** – Employees who are assigned to be on standby shall be compensated as follows:

- (a) Maintenance Technicians....\$200.00 per week (5 work days + 2 days off)
- ~~(b) All other employees....\$30.00 per week (5 work days during which a tour of duty is scheduled) or, \$7.00 per work day for less than a full work week, \$15.00 per scheduled day off.~~

14.10 **Night Differential** – When an employee works between 0030 hours and 0630 hours, all hours worked shall be compensated at an additional ~~three dollars and twenty five cents (\$3.25)~~ **four dollars and fifty cents (\$4.50)** per hour, with a minimum credit of one (1) hour. Night differential shall not be deemed overtime or part of basic pay.

14.11 **Temporary Upgrading** – In the event that employees are temporarily assigned to perform work of a higher classification than that to which they are permanently assigned, they shall be compensated at an additional ~~three dollars and twenty five cents (\$3.25)~~ **three dollars and seventy-five cents (\$3.75)** per hour, for all hours worked in such an upgraded situation with a minimum credit of four (4) hours. This clause shall not be used for the purpose of reducing the number of employees in the job function to which such an employee is being upgraded. Furthermore, this clause shall not be used for the purpose of eliminating or reducing or to avoid the hiring of regular, full time employees.

An employee has the right to refuse upgrading to any supervisory classification, and the Company has the right to assign employees in inverse order of seniority to temporary supervisory work on the basis of qualification and competence.

14.11.3 **Training Premium** – An employee who is required to train another employee on a new classification shall be paid a premium of ~~fifteen dollars (\$15.00) per tour~~ **twenty dollars (\$20.00) per day**. This article does not apply to placement students who are placed in an internship placement as part of their studies curriculum.

ARTICLE 15: BREAK AND MEAL PERIODS

15.1 **Break Periods** – Employees shall be granted a rest period as follows:

- a) A fifteen (15) minute rest period between the beginning of the regularly scheduled work day and the assigned meal period.

- b) A fifteen (15) minute rest period between the assigned meal period and the end of the regularly scheduled work day.
- c) ~~These break periods shall not be assigned during the first hour or last hour of a tour of duty, or one (1) hour on either side of a meal period without approval of the Union. Break periods shall be assigned at approximately the mid-point between the start of the tour and the start of the first meal period when operational and production requirements permit.~~
- d) c) On a tour of duty of nine (9) hours or more, an employee shall not be required, at any time after the assigned first meal period, to work more than three (3) hours without a meal period or break period being assigned/received.
- e)d) If break periods are not received they will be paid at the overtime rates.
- e) **Any missed break premiums will not be paid unless prior approval is obtained.**

15.2 **Meal Periods – First Meal Period** – To all tours of duty a first meal period of sixty (60) minutes duration shall be assigned beginning not earlier than the start of the fourth (4th) hour and ending not later than the end of the sixth (6th) hour. The assignment of the meal period shall occur not later than the employees' first hour of work.

If the meal is not assigned within the first hour of work, the employee's meal period will default to the beginning of the fifth (5th) hour of the shift.

15.4 **Subsequent Meals** – A subsequent meal period of not less than ~~thirty (30)~~ **sixty (60)** minutes shall be assigned within the fourth or fifth (4th or 5th) hour after ~~the period in which a~~ **prior a second** meal period could have been assigned. In the event that a subsequent meal period is not taken, ~~one-half (½)~~ **one (1)** hour shall be added to the tour of duty as time worked at the applicable rate.

15.5 Notwithstanding the provisions, contained in Article 15.2, ~~15.2.1, 15.2.2~~, 15.3 and 15.4 no employee shall be required to work more than six (6) hours without receiving a meal period, or being released from duty.

15.7 Each meal on local remote assignments, when an employee is restricted by circumstances to have a meal on location and when approved by a manager or their delegate, shall be compensated as follows:

Breakfast	\$12.00 \$15.00
Lunch	\$20.00
Dinner	\$27.00 \$30.00
Subsequent	\$12.00 \$15.00

- a) A breakfast payment of the amount stated above shall be paid for any meal period assigned between 0600 hours and 1100 hours.
- b) A lunch payment of the amount stated above shall be paid for any meal period assigned between 1100 hours and 1630 hours.
- c) A dinner payment of the amount stated above shall be paid for any meal period assigned between 1630 hours and 2200 hours.
- d) Any meal period assigned outside of the hours referred to above, or, ~~if it is a second meal period assigned within a single time block referred to above,~~ the employee shall be paid a meal allowance of ~~twelve dollars (\$12.00)~~ fifteen dollars (\$15.00).
- e) If a meal period is so assigned that 50% or more of it straddles any of the time periods referred to above, the meal payment shall be paid at the higher rate of the two periods involved.

Note: As per Bell Policy with the following as a minimum.

ARTICLE 17: WAGE SCALES AND CLASSIFICATIONS

1.75% salary increase retroactive to January 1, 2017
1.75% salary increase retroactive to January 1, 2018
1.75% salary increase retroactive to January 1, 2019
1.75% salary increase retroactive to January 1, 2020

With proposed wage scales and classification grid presented to the committee

17.1 ~~“Job Classifications” which have identical titles (e.g. ENG/EFP Camera and Sr. ENG/EFP Camera) but appear in different wage scales are not considered separate job classifications.~~ Groups for the purpose of wage classifications shall be as follows:

17.1.3 The wage scales will be increased across the board by one and three-quarters percent (1¾%) effective January 1, ~~2012~~ **2017** and by one and three-quarters percent (1¾%) effective January 1, ~~2013~~ **2018**, and by one and three-quarters percent (1¾%) effective January 1, ~~2014~~ **2019** and by one and three-quarters percent (1¾%) effective January 1, ~~2015~~ **2020**, ~~and by one and three-quarters percent (1¾%) effective January 1, 2016.~~

~~17.1.5 Senior positions within the classifications may be filled at the Company's discretion.~~

~~17.1.6 Merit Level – Following the “5”, “years level” in each applicable wage scale a “merit” level is established which is the equivalent of five (5%) higher than the applicable “5”, “years level”. It is understood that an employee must have attained at least “5”, “years level” in their applicable wage scale for a period of one full year before being considered for a merit increase and must score well on all of the agreed to merit criteria.~~

~~17.1.7 Merit Criteria – In order for an employee to be considered for a merit classification it is understood that a candidate would have to score well on all of the following criteria. Conclusions should be supported with examples. Areas where the employee falls short of expectations should be discussed and suggestions for improvement should be made.~~

~~1. Core Competency and Technical Knowledge – The employee demonstrates an in-depth knowledge of their job. Keeps up to date or new or changing technologies or methods of work.~~

~~2. Work Performance – The employee excels on their job. Work performance is consistently above standard. The employee is relied on by others to perform work which is error free with minimal guidance or instruction.~~

~~3. Problem Solving Skills – The employee readily accepts assignments or tasks of a challenging nature and consistently meets objectives. Strong comprehension of obstacles, consequences and alternatives is demonstrated. The employee's work is completed without difficulty.~~

~~4. Good Role Model – The employee is able to encourage others through their own performance. They are respected by their peers and may provide guidance to others on the completion of tasks and maintenance of standards or productivity.~~

~~5. Ability to Evolve and Grow – Employee has adjusted professionally to changing priorities and objectives. Willingness to accept new challenges and acquire new skills has~~

~~been demonstrated. May implement new approaches or practices to improve quality or productivity.~~

~~6. Leadership – The employee will take the lead in completing tasks or assignments. May act as a key on certain projects. The employee supports the work of others through constructive advice and/or suggestion. The employee is respected for leadership role.~~

~~7. Ability and Willingness to train – The employee provides guidance and advice to others in their area of expertise and when requested demonstrates techniques, skills, and tasks to others. May provide formal training to employees to ensure work is completed to standard.~~

~~8. Interpersonal Skills – The employee is able to discuss and exchange ideas and suggestions with tact in order to encourage teamwork and accomplish work. Demonstrates ability to work cooperatively with others in the achievement of objectives on time and to standard.~~

~~9. Accountability, Commitment, Punctuality and Attendance – The employee is consistently dependable in terms of attendance and approach to work. The employee contributes to the success of the station by consistently completing work assignments on time and frequently with above standard results. The employee may support the organizational objectives of employees in other departments through a cooperative work approach.~~

~~10. Positive Attitude – Ideas and suggestions are readily exchanged with others. The employee is dependable, has a generally positive outlook and is routinely helpful to others.~~

~~17.1.8 Merit Process – An employee who wishes to be considered for a merit classification, in accordance with this Article, will put their request in writing to their Manager. Upon receiving the request the Manager will convene a meeting with the employee and the Manager, Human Resources, for the purpose of discussing expectations and timelines for completing the process.~~

~~Within the next thirty (30) days the employee will submit a document supporting the merit promotion with conclusions for each of the criteria to their Manager and Manager, Human Resources. The Manager and Manager, Human Resources will have thirty days to review the employee's document and may discuss with the employee the conclusions submitted.~~

~~If the employee's request is successful the merit increase will be applied retroactive to the date of the initial request. If the employee's request is denied the Manager and Manager, Human Resources, will meet with the employee to provide an explanation of how the employee feel short of criteria expectations. An employee who has been unsuccessful in their application may reapply a year after their initial application.~~

~~The thirty (30) day timeline may only be extended by mutual consent. Failure of an employee to comply with the timeline will cause the timeline to be reset requiring the employee to resubmit their request.~~

~~17.1.9 Criteria – It is agreed and understood that in order to be successful the employee requesting a merit promotion, in accordance with this Article, will need to be successful in meeting the ten (10) criteria by achieving all of the stated objectives. It is expected that the employee will continue to strive to maintain all stated criteria.~~

ARTICLE 18: DURATION OF AGREEMENT

18.1 This Agreement, and Appendix A. and the Letters of Agreement; 1 through ~~14~~ 18, and Side Letters 1, and 2, attached hereto shall commence on the 1st day of January ~~2012~~ 2017, and remain in force ~~for a period of sixty(60) months,~~ ending on the 31st day of December, ~~2016,~~ 2020 and from year to year thereafter unless either party notifies the other by registered mail, not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the date of expiry, or anniversary of such date, of its intent to modify this Agreement, or until seven (7) days after a Report of the Conciliation Board is received by the Minister of Labour as set forth in the Canada Labour Code, Part I. If notice of desire to modify this Agreement is given as specified above, a meeting shall be held 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. If the resultant negotiations extend beyond the expiry date of this Agreement, all provisions of the new Agreement shall be retroactive to such expiry date.

~~LETTER OF AGREEMENT #2 SICK LEAVE ARTICLE 10.1~~

~~At the signing of this Agreement and until December 31, 2012 employees are entitled due to sickness or disability of up to one hundred and eighty two days of short term disability coverage at 100% of basic salary. Effective on January 1, 2013 employees shall revert to the coverage contained in Article 10.1.~~

~~LETTER OF AGREEMENT #3 MATERNITY/ADOPTION AND CHILD CARE LEAVE, ARTICLE 10.2~~

~~At the signing of this Agreement and until December 31, 2011 employees are entitled to Maternity/Adoption and Child Care Leave benefits which include six (6) weeks of post natal pay on return from Maternity/Adoption Leave to be paid over three (3) pay periods. In addition the Company shall pay 100% of the two week waiting period. Further the cost of benefits shall be borne by the Company. Employees shall have the option of continuing in the pension plan and will therefore provide the Company with their contribution.~~

~~LETTER OF AGREEMENT #4 HEALTH BENEFITS~~

~~At the signing of this Agreement and until December 31, 2012 employees are entitled to certain Medical and Group Insurance Benefits contained in the CTV Ltd. Employee Benefit Plan (Policy 900W) as follows:~~

~~The following outlines the premium cost sharing formula for each benefit under the Group Plan:~~

Benefit Premium Cost Sharing		
	Employer	Employee
Basic Life	100%	0%
Basic AD&D	100%	0%
Dependent Life	100%	0%
LTD/Critical Illness		100%
Extended Health	100%	0%
Vision	50%	50%
Dental	50%	50%
Sick Leave (STD)	100%	
Employee Assistance Program	100%	
Business Travel Accident	100%	

~~Effective January 1, 2013 employees shall revert to the coverage contained in Article 10.3.~~

LETTER OF AGREEMENT #2 NEW

During the 2017 negotiations, the Company and the Union discussed the following principals.

The Company and Union agree with the following principles would be applied wherever possible:

- **Give priority to maintaining employment for members in the bargaining unit.**
- **Minimize the effect of a workforce adjustment for long service members in the bargaining unit.**

LETTER OF AGREEMENT #3 SENIORITY LIST NEW

Twice a year (January and June of each year), the Company shall provide the Local Union executive a seniority list in excel format covering all employees in the bargaining unit by name, classification with Company and Union seniority dates. All requested revisions must be supported by factual information. If either party requests, the Company and the Union shall meet to discuss and address requested corrections to the seniority list.

LETTER OF AGREEMENT #4 SPEED UP NEW

“Speed Up” shall be defined as an unreasonable acceleration in the pace of work by the assignment of new work duties or responsibilities outside of the employees regular job classification. It is agreed that speed up does not automatically occur when multiple job functions are performed by one individual during a single tour of duty provided only one job function is performed at a time.

LETTER OF AGREEMENT #13 CREATIVE SERVICES

The Company agrees that two (2) positions will remain in the Local 715M bargaining unit for the present incumbents Mark Tompkins and Catherine Chapin. The Union agrees that all Creative Service 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.

~~It is understood that the way in which work in Creative Services is performed is changing and that this will affect the necessary skills and abilities required to complete assignments consistent with the company's overall reorganization.~~

~~Should either/both employees decline the opportunity or be unsuccessful at retraining, it is agreed and understood that these positions will be eliminated and jurisdiction of all Creative Services work will be assigned to Local 78M.~~

LETTER OF AGREEMENT #12 PERSONAL HAND HELD DEVICES

In the interest of expanding and not limiting local news coverage it is agreed between the Company and the Union that any staff member can shoot breaking news content using a personal hand held device for playback on air. **The staff member shall at the first opportunity contact the news director or designate to notify of the potential breaking news.**

The Company agrees that it shall not use these resources to circumvent the provisions of Article 9.1.

LETTER OF AGREEMENT #15 DRONE OPERATIONS NEW

In the event that Local 715M members are to operate drones the following will apply:

It is the responsibility of the Employer to provide the appropriate certification and training of employees operating airborne drone equipment. In the event of a third part legal action against an employee in the bargaining unit pertaining to the operation of airborne drone equipment, the Employer shall assume all liability for damages awarded by a civil court of law for an employee in the bargaining unit that is authorized to operate drone equipment during the course of a business day, provided that the employee was operating the equipment in a lawful and good faith manner and in compliance with the mandated restrictions. In the event that an Employee is convicted of a criminal offence, the Employer shall not assume any liability.

LETTER OF AGREEMENT #16 VOLUNTARY SEVERANCE PACKAGES

The Company may offer an employee with more seniority within an affected functional group a voluntary separation package as part of a work force reduction program. The Company agrees to consider an employee with more seniority in the affected functional group who may wish to volunteer to be laid off as it would prevent the layoff of a junior employee.

LETTER OF AGREEMENT #17 OUTERWEAR CLOTHING

CTV Ottawa 715-M ENG CAM/EDIT, CREATIVE SERVICES AND SATELLITE MICROWAVE TECHNICIANS will be provided with new winter coats, prior to December 31, 2017, and every three (3) years thereafter. New employees will be supplied with same upon hiring.

LETTER OF AGREEMENT #18 NEW

The Company agrees that the following employees, Tony Zito, Peter Szperling, Tyler Fleming will receive an annual increase based on their 2016 base salary effective January 1st for each of the following years; 2017, 2018, 2019 and 2020,

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