

# **COLLECTIVE AGREEMENT**

BETWEEN

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

AND

**UNIFOR AND ITS LOCAL 715-M**



JANUARY 1<sup>ST</sup>, 2017 TO DECEMBER 31, 2020

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This Agreement executed this 27th day of October, 2017  
Between:

CTV Ottawa, (CJOH-TV), A Division of Bell Media Inc.

hereinafter referred to as the "Company"

Party of the First Part

And:

UNIFOR AND ITS LOCAL 715-M

hereinafter referred to as the "Union"

Party of the Second Part

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#### **ARTICLE 1: INTENT**

- 1.1 It is the intent and purpose of this Agreement to recognize the community of interest between the parties in promoting co-operation between the Company and its employees as described herein.
- 1.2 To this end, the Union agrees that it will co-operate with the Company in the observance of the provisions of this Agreement and of the Company's regulations pertaining to employees, that it will assist the Company and its supervisory personnel in maintaining a high level of efficiency on the part of all employees, and to maintain at all times in its negotiations with the Company and in its discussions with individual employees, the concept that all employees shall give a fair return of their services.
- 1.3 The Company will bargain collectively with the Union in respect to rates of pay, wages, hours and conditions of work for all employees in the bargaining unit herein before set forth.

#### **ARTICLE 2**

##### **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. It shall include any person employed in any job or classification created in the future which the parties by mutual consent decide to include within the bargaining unit. Provided that where mutual consent is not reached, such failure shall not become a subject for grievance under this Agreement, but may be referred by either party to the Canada Industrial Relations Board.

##### **2.2 Bargaining Unit**

The Company recognizes the Union as the exclusive bargaining agent for all the persons employed in the unit defined by the Canada Industrial Relations Board in its decision of

“All employees of CTV Ottawa (CJOH-TV) a division of Bell Media Inc., excluding”:

- Vice President and General Manager
- Manager, Human Resources
- General Sales Manager
- Retail Sales Manager
- News Director
- Executive Producer, News
- Managing Editor, News
- Manager, Engineering and IT
- Manager, Operations & Web
- Manager, Promotions & Creative Production
- Manager, Building Services
- Managing Producer/Director
- Traffic Manager
- Accounting Manager/Supervisor, Payable & Receivable
- Executive Assistant to Vice President and General Manager
- Unit Manager
- Payroll Assistant
- Public Relations Community Liaison
- Staff Announcer and any other On-Air Performer
- Caretaker (transmitters)
- Sales Executives and Assistants
- Supervisor, Security Services
- Security Officers, and

excluding all other employees presently covered by collective agreements between the Company, Unifor, The Newspaper Guild, and the Alliance of Canadian Cinema, Television and Radio Artists, and employees of Bell Media Inc., working at 87 George Street, Ottawa, Ontario.

## 2.3 Employee Categories

It should be noted that a complete listing of the current job classifications and wage levels is contained in Article 17. Whenever the term “classification” is used in this Agreement, it shall denote the base and senior or merit category in any of the job functions.

- 2.3.1 All employees covered by this Agreement shall be considered full-time employees of the Company except as provided in Articles 2.3.2 and 2.3.3. They shall be probationary employees for a period of three (3) months from the date of 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 this event will so advise the employee concerned and consult the Union. During the probation period the Company may release the employee at any time for reasonable cause.

### 2.3.2 Placement 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.

### 2.3.3 Part-time Employee

A part-time employee is one hired on a regular or occasional basis to cover peak work periods, child care leave, sick leave, annual leave or to work on a special project or productions of a pre-determined length of time. A regular part-time employee is one who is scheduled to work a consistent number of hours, not to exceed twenty-four (24) hours each week, in a single job classification on a continuing basis. Part-time employees shall be paid on an hourly rate, based on the applicable wage rate of the classification to which they are assigned.

The Company shall provide a report to the Union on a quarterly basis, containing the cumulative total hours worked by each part-time employee in each classification.

2.3.4 Part-time employees or Placement Students shall not be used for the purpose of eliminating or displacing full-time employees or to avoid hiring full-time employees in the bargaining unit.

2.3.5 Part-time employees shall be subject to all conditions of this Agreement except those pertaining to length of service, workforce reductions, sick leave, except as provided below.

- (a) Part-time employees shall receive a minimum credit of four (4) hours per tour of duty to a maximum work week of twenty-four (24) hours. If the scheduled call is extended unexpectedly the employee shall be paid a premium of one and a half (1 1/2) times basic for all additional hours worked and two (2) times basic for all unexpected hours after eight (8) hours in any tour.
  - (i) However, full-time work hours will apply to all part-time employees who are replacing regular employees on child care, sick or annual leave or to work on a special project or productions of a pre-determined length of time.
  - (ii) When part-time employees are working less than full-time hours under this Article the employee's hours shall not be reduced without the employee's consent, unless notice is given directly to the employee by 13:00 hours two (2) days prior to the tour of duty in question, except if the reduction in hours is a result of circumstances pertaining to another member of the bargaining unit, for example, someone returning from illness earlier than expected. In no event will the penalty for such reduction in hours exceed one (1) tour of duty.
- (b) Part-time employees shall be entitled to receive vacation based on hours worked.
- (c) Regular part-time employees who have worked a minimum of seven hundred (700) hours in each of the previous two (2) calendar years shall be entitled to sick leave when incapacitated for duty through illness or injury. The sick leave entitlement shall be limited to three (3) days per calendar year.

A regular part-time employee shall be defined as an employee who works a scheduled number of hours each week on a consistent weekly basis or an employee who works an average of twenty (20) hours per week over any fifty-two (52) week period.

- (d) Part-time employees shall have a meal period assigned in all tours of duty of more than five (5) hours.
- (e) Part-time employees shall accumulate seniority separately from full-time employees with credit for all hours worked in every classification to which the employee is assigned. The employee shall progress up the salary schedule in each of the classifications to which they are assigned automatically on the first complete pay period of the month nearest the employee's hour anniversary following appointment, progression or promotion based on total hours worked in all classifications.
- (f) Part-time employees who are subsequently hired on a permanent basis in the same classification (a classification to which they are regularly assigned) without a break in service of more than ninety (90) calendar days shall be credited for all purposes with the total accumulated hours.
- (g) Layoff
  - (i) Regular part-time employees working on a regular assignment basis shall be given two (2) weeks' notice, in advance of the proposed layoff, or two (2) weeks pay in lieu of notice and in addition shall receive severance pay in accordance with Article 8.4.5 pro-rated in respect of effected part-time hours worked. Regular part-time employees shall be laid off in reverse order of seniority by assigned classification within the part-time pool.
  - (ii) Temporary employees replacing full-time employees on child care, sick or annual leave or to work on a special project or productions of a predetermined length of time shall be deemed to have received notice at the time of hiring.
  - (iii) Casual part-time employees hired on a daily or sporadic basis will not require notice of layoff due to the very nature of their assignment.
- (h) Part-time employees shall be entitled to pay for a statutory holiday on which they do not work calculated on the basis of the greater of, not to exceed one-fifth of the basic weekly rate of pay:
  - (i) 10% of their earnings, excluding overtime and differential payments, for the pay period immediately preceding the holiday;Or
  - (ii) 5% of their earnings, excluding overtime and differential payments, for the two (2) pay periods immediately preceding the holiday.

If a part-time employee is required to work on a statutory holiday, the employee shall receive one and one-half (1 ½) times their basic rate for all hours worked with a minimum credit of eight (8) hours. Additionally the employee shall be paid in accordance with the above.

### **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 Before implementing new rules and regulations directly affecting the general working conditions, the Company will advise and explain such proposed rules and regulations to the Union.
- 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 Union Security and Dues Check-off
- The parties hereto mutually agree that any employee of the Company covered by this Agreement shall have freedom of choice as to joining or not joining the Union, or remaining a member of the Union.
- 4.1.1 The Company will discharge any employee outlined in Article 4.1 within fifteen (15) days after receiving written notice from the Union that the membership of such employee has been terminated by reason of failure to pay uniform assessments.
- 4.1.2 During the term of this Agreement, the Company agrees to deduct bi-weekly from the salaries of the employees in the Bargaining Unit an amount equal to the uniform dues as

levied by the Union for each pay period as a condition of employment of every employee in the Bargaining Unit, beginning with the date of hiring in the Bargaining Unit. The present rate of deductions is equal to one and two-thirds percent (1.666%) of regular salary and the same percentage shall be deducted on all additional earnings. The Company will be notified within thirty (30) days by registered mail of any changes in the present rate of deductions. The Union shall not require the Company to vary the deductions more than twice a year.

4.1.3 The Company agrees to remit the monies so deducted to the Union as soon as possible after the end of each pay period by cheque or direct deposit. 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 on or returning from child care leave. A copy of this statement shall be provided to the Local Treasurer of the Bargaining Unit.

4.1.4 Each year the Company shall include on the T-4 and TP-4 slips issued to each employee, the total amount of dues deducted at source and forwarded to Unifor.

#### 4.2 Notification to the Union

The Company shall immediately notify the Union and the President of Unifor Local 715M of each of the following:

- (a) Notice of dismissal, extension of probationary period, suspension or any disciplinary action affecting an employee within the bargaining unit.
- (b) Any notice pertaining to the application or agreed interpretation of this Agreement.
- (c) Within five (5) days, notification of any new employees hired along with applicable hiring information ie: classification, rate of pay, start date.
- (d) Notice of vacancy in any classification concurrent with the time of internal posting.

4.2.1 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.

#### 4.3 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 terms and 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 manner as not to interfere unduly with the normal operations of the Company. The Company will furnish a suitable business letter or a card of identification for the Representative entitling admission to the premises of the Company and other places where employees covered by this Agreement may be working.

#### 4.4 Union Use of Bulletin Boards

The Company agrees to the posting by the Union on scheduling/bulletin boards, of announcements regarding elections, meetings, negotiation developments and internal affairs of the Union. The Local Union shall have exclusive use of one bulletin board.

#### 4.5 Leave for Union Activities

- (a) Upon request by the Union, the Company will release without loss of pay or other benefits, up to three (3) employees named by the Union to attend grievance meetings and four (4) employees for negotiation meetings. In the event that an employee attends meetings on a scheduled day off, the employee shall receive a compensatory day(s) off in lieu to be taken at a mutually agreed time. Any time spent in such meetings shall not be considered for the purpose of determining overtime pay if the meeting extends beyond the normal tour.
- (b) The Company agrees to release without pay, but with no loss of leave credits or other earned benefits, up to four (4) employees for up to two (2) days each, upon request of the Union, to attend preparatory meetings prior to collective bargaining. A written request for such release shall be submitted fourteen (14) days in advance of the requested day off.

#### 4.5.1 Leave without pay will be granted for a reasonable period to any employee duly authorized to represent employees in order to:

- (a) Attend Executive Council Meetings, Labour Conventions, Congresses, etc. A request for such leave shall be submitted at least eighteen (18) days in advance.
- (b) Accept a position with the Union or an official labour body. Such leave shall be granted by the Company on receipt of a written request from the employee and the President of the Union. The length of leave shall be as follows:
  - i) A maximum of two (2) years for elected positions.
  - ii) A maximum of one (1) year for non-elected positions.

It is agreed and understood that not more than three (3) employees from the Bargaining Unit shall be so released at any one time.

#### 4.5.2 Leave provided for in Article 4.5.1 (b) shall not constitute a break in continuity of service in the computation of seniority and with respect to Article 4.5.1 (a) shall not constitute a break in continuity of service in the computation of seniority, severance pay, or other benefits under this Agreement.

#### 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 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.
- 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 5: NO STRIKE, LOCKOUTS OR STRIKE-BREAKING**

- 5.1 The Union will not cause, nor permit its members to cause, nor will any member of the Union take part in a slow-down or a strike, either sit-down or stay-in, of any of the Company's operations during the term of this Agreement. The Company will not cause, or permit its employees to cause, engage in or permit a lockout of any of its operational locations during the term of this Agreement.
- 5.2 The Company will not assign, transfer, or require employees to go to any radio station, television station, transmitter, studio, or property where a strike of employees whose functions are similar to those covered by this Agreement is in progress to perform the duties of any employees engaged in a strike/lockout, or to originate a program or programs not normally fed to such facility, nor will the Company require any engaged employee to perform the duties of any other employee who is engaged in a lawful strike/lockout, or the duties of any employees of any company engaged in a lawful strike/lockout.

#### **ARTICLE 6: GRIEVANCE PROCEDURE**

- 6.1 It is mutually agreed that it is the spirit and intent of this Agreement to adjust, as quickly as possible, grievances arising from the application, administration, interpretation or alleged violation of this Agreement.
- 6.2 The parties recognize that, the "Canada Labour Code" provides that any employee may present a personal grievance to the Company at any time. Any such grievance may be subject to consideration and adjustment as provided in the following Articles on Grievance Procedure.
- 6.3 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 adjustment and settlement thereof:

Step 1 - The grievance shall be reduced to writing specifying the Article or Articles of this Agreement on which the grievance is based, and a copy thereof delivered to the Manager Human Resources or designee, within ten (10) working days of the arising of such grievance. A copy shall also be delivered simultaneously to the employee designated by the employees as their Unit Chairperson of the Grievance Committee.

Step 2 - The grievance shall be discussed with the Manager Human Resources or designee and the Local Grievance Committee consisting of not more than three (3) members. Such discussions will deal with grievances of which at least two (2) working days' notice shall have been received. Such meetings shall take place within ten (10) working days of the request for a meeting. If a meeting is not requested within thirty (30) working days such grievance will automatically advance to Step 3. Appropriate records of such meetings shall be kept.

Step 3 - If the grievance is not recorded as settled within ten (10) working days after the meeting described in Step 2, the dispute shall be referred to the Manager Human Resources and Union Office for further discussion and consideration. If not resolved within thirty (30) days of being advanced to this level, the grievance will automatically proceed to Step 4.

Step 4 - In the event that the representatives of the Company and the Union cannot reach an agreement, the dispute may, within thirty (30) working days, by written notice of either party to the other party, be submitted to final and binding arbitration. If not so submitted to arbitration any such grievance will be considered abandoned or withdrawn. The parties shall within ten (10) working days of the sending of the notice requesting arbitration select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within the time limits prescribed, the Federal Minister of Labour shall be requested by either party to appoint the arbitrator. The cost and/or expenses of such arbitration shall be borne equally by the Company and the Union, except that no party shall be obliged to pay the cost of stenographic transcript without express consent.

- 6.4 The arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement, but shall have the power to direct, if they think proper, that any employee who has been wrongfully suspended, discharged, or otherwise disciplined shall be reinstated with any other benefit under this Agreement which may have been lost.
- 6.5 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 National Union and if not satisfactorily settled within thirty (30) working days either party may refer the matter to arbitration as provided in Step 4 of Section 6.3. It is agreed and understood that the provisions of Article 6.5 are not intended to replace an individual employee's right to file a grievance; e.g., an arbitrator is not permitted to award damages or a remedy in favour of an individual as a result of a policy grievance.
- 6.6 Time Limits: Any time limit mentioned under grievance procedure shall exclude Saturdays, Sundays and Statutory Holidays, and may be extended by mutual consent.

## **ARTICLE 7: REPORT ON PERFORMANCE**

- 7.1 Employees shall be notified in writing, of any expression of dissatisfaction concerning their work, within ten (10) working days of cause for dissatisfaction becoming known to their Supervisor. They shall be furnished with a copy of any complaint or accusation which may be detrimental to their advancement or standing within the Company immediately the complaint or accusation is made. If this procedure is not followed, such expression or complaint shall not become part of their record for use against them at any time.
- 7.2 The employee's reply to such complaint or accusation, if received within ten (10) working days after the individual has been given the notice referred to in Article 7.1 above, shall become part of the employee's record. If such reply is not so received it will not become part of the record for the individual's use at any time.
- 7.3 Employees shall have access to their personal performance file in the presence of their supervisor or an elected Union representative during office hours.
- 7.4 An employee shall have the right to have a Union Steward or Local Officer present at any disciplinary meeting involving a supervisor or Management personnel. When a meeting is convened in accordance with this Article the employee shall be given reasonable time in which to arrange for the attendance of a Union Representative. Prior to the commencement of the meeting the employee shall be allowed ten (10) minutes to consult their Union Representative.
- 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 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 notice.
- 7.6 At the employee's request, a written performance appraisal shall be completed and discussed, with the employee within thirty (30) days. Such requests shall not be made more than once every twelve (12) months. The Company may conduct a performance appraisal on its own initiative for every employee at least once every year. Performance appraisals shall remain part of an employee's file, and shall not be subject to the grievance procedure. However, it is understood that performance appraisals shall not be used for disciplinary purposes and will not include any references to specific events which have not been first issued as a report on performance.

## **ARTICLE 8: SENIORITY RIGHTS**

- 8.1 **Company Seniority**  
Company seniority shall be determined by the net credited service date which includes service with Bell Media and predecessor employers. Union seniority is measured by the length of continuous service in the bargaining unit from the last date of hire by CTV Ottawa. Union seniority shall be used by the parties to determine the order of layoff, promotion, and the scheduling of vacations. Company seniority shall be used to determine all other entitlements, or as explicitly provided for in this agreement, including; vacation accrual and severance pay.

- 8.1.2 All seniority rights of an employee shall cease for any of the following reasons:
- i. Resignation;
  - ii. The individual is discharged for just and sufficient cause and not reinstated through the grievance or arbitration procedures;
  - iii. The individual fails to return from leave of absence unless such failure to return is proven to the satisfaction of the Company to have been due to causes beyond the employee's control;
  - iv. Retirement.

8.2 Promotions and Transfers

The employee with the most Company seniority who meets the 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.

- 8.2.1 Before the Company fills any available position in the classifications covered by this Agreement, the Company shall post on all designated bulletin boards for a minimum of five (5) days any vacancies/openings for permanent positions. Subsequent vacancies/openings resulting from an initial vacancy shall be posted a minimum of two (2) days.
- 8.2.2 Notwithstanding Articles 8.2 and 8.2.1 above, vacancies/openings and/or positions outside the bargaining unit shall be posted, thereby enabling present employees to apply for the positions.
- 8.2.3 Without the individual's consent, no employee shall be transferred or assigned to a position outside the bargaining unit.
- 8.2.4 Employees required to perform in a job classification different from their regular classification and for which they have not received adequate training will not be penalized for errors committed during such performances.
- 8.2.5 An employee promoted/transferred to fill a vacancy/opening in another classification shall be on an evaluation period in such classification for three (3) months. The Company may, at any time during this period, return the employee to their classification with no loss of seniority. At the conclusion of a successful evaluation period the employee will be advised in writing that the promotion/transfer has been confirmed in the position.
- 8.2.6 When an employee has worked an accumulative total of five hundred and twenty (520) hours or more in a classification which is higher than the one to which they are normally assigned, and when a vacancy/opening in such higher classification is available and the employee is promoted, they shall then serve only a one (1) month evaluation period.

8.2.7 Employees promoted into another level in the same job classification (merit increase) or from one job classification to another job classification (transfer or promotion), less than ninety (90) days before their anniversary date increment, or a contract anniversary increment, shall receive a wage increase of one full increment in addition to the wage increase which would have been received for the promotion or transfer. (Where such equivalent of one full increment would result in a salary over scale, the employee will be placed at the top rate of the higher salary scale.)

### 8.3 Dismissals, Resignations and Demotions

Dismissal or demotion of an employee shall only be for just and sufficient cause and it is agreed that dismissal or demotion may be subject to the grievance procedure. An employee dismissed for just and sufficient cause shall be entitled to two (2) weeks' notice or in lieu of such notice, shall be given two (2) weeks' pay plus accrued vacation pay.

8.3.1 An employee, when resigning, will give the Company two (2) weeks' notice in writing.

8.3.2 Notwithstanding Article 8.3, a probationary employee who is released in accordance with Article 2.3.1 shall be entitled to one (1) week's notice, or in lieu of notice, shall be given one (1) week's pay plus accrued vacation pay. If the employee is released for gross misconduct the Company shall not be required to provide notice or pay in lieu of notice.

8.3.3 Notwithstanding Article 8.3.1, a probationary employee, when resigning, will give the Company one (1) weeks' notice in writing.

8.3.4 Notwithstanding Article 8.3, the Company agrees that prior to the imposition of discharge, the Union representative (or Local President in case of absence) shall be advised by the Company of the reasons for considering such action and discharge shall be delayed for a period of forty-eight (48) hours.

### 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.

An employee will be advised in writing of the said reduction and if the employee chooses to exercise their bumping rights, the employee will respond in writing to the Company within five (5) days indicating, in order of preference, the positions into which the employee wishes to bump. The employee will also indicate which article (8.4.1 or 8.4.2) applies in each circumstance. The Company will respond to the employee's request within three (3) business days.

The Company agrees to provide copies to the Union and Local Union President of any workforce reduction notice and any subsequent correspondence with affected employees. The Company agrees to meet with two local union officers prior to releasing the written response referred to in the above paragraph.

- 8.4.1 An employee about to be laid off (Workforce Reduction) may apply their Union 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:
- (a) 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;
  - (c) 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 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:
- (a) A reasonable length of training time shall be four (4) weeks;
  - (b) In the event that the training is not successful, then the layoff will proceed as originally planned.
- This article shall apply only where there is an existing vacancy at the time of the workforce reduction. This will include any new vacancies arising at the time and as a result of the application of Article 9.2.
- 8.4.4 Except for employees reverting under Article 8.4.2 an employee who has reverted to another job classification and whose basic salary is higher than the maximum of this group, shall receive a basic salary equivalent to the top of this group, but in any event the employee's basic salary shall not be decreased by more than ten percent (10%) on reversion.
- 8.4.5 An employee who is unable to apply their seniority pursuant to Article 8.4.1, 8.4.2 or 8.4.3 or who chooses to be laid off shall have the choice of going on a recall list for up to twelve (12) months or of being laid off with severance pay in accordance with Article 8.5. During the recall period the employee shall be informed by the Company of any vacancy or other work opportunity, including temporary work, for which they may be qualified.
- 8.4.6 Re-engagement of Laid-off Employees
- When temporary or full-time vacancies occur, the Company agrees to re-engage, in the order of Union 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 8.4.1 or 8.4.2 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.

8.4.7 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.

8.4.8 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.

8.4.9 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.

8.4.10 An employee shall be entitled to abandon their recall rights at any time during the recall period and receive severance pay pursuant to Article 8.5. In any event the employee shall receive severance pay when their recall rights expire.

8.5 In the event of workforce reductions, employees will receive at least six (6) weeks' notice or 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, 1996, 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 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 equalling 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 8.1, 8.1.2, 8.2 and 8.2.5 and who chooses not to exercise such right shall receive, in addition to severance pay pursuant to Article 8.5, 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.

## 8.6 Training

- (a) The parties recognize the benefits derived from training and agree that training shall be provided to employees in accordance with the following priorities and objectives:
  - (i) the need to provide direct training to employees to ensure they are able to perform their function(s) in accordance with operational requirements.
  - (ii) the need to provide training to employees whose jobs are undergoing change due to changing priorities of the Company.
  - (iii) the need to provide full-time employees with training which addresses career development and assists employees in reaching their fullest potential subject to course availability and management approval.
- (b) Management shall meet with employees and the Local Union to communicate changes in operational objectives, plans, and directions as well as associated training plans as changes take shape.
- (c) The Union recognizes the responsibility of employees to take ownership of their development with a view to reaching their fullest potential. To this extent, employees are encouraged to identify their specific interest in career development and training to the Employer.

8.6.1 The Employer will, at its expense, continue to provide training for employees when new equipment or procedures required for the performance of their duties are introduced.

8.6.2 Where the Company assigns employees to participate in training courses or seminars, such assignment will be considered as regular working time, but it is recognized that, as there

are mutual benefits derived from training, home-study or after-hour reading will not be considered as working time.

- (a) It is agreed that employees who show an interest to learn another job classification may be allowed to practice on equipment on their own time subject to equipment availability and management approval.
- 8.6.3 The Company agrees to review, for approval, courses which are identified by employees that are applicable to this Article. On request of an employee details concerning available courses shall be provided to the employee by the Company.
- 8.6.4 The Company may grant leave with or without pay for a course which has been approved by the Company and which an employee wishes to take. Upon successful completion of such course, the Company will reimburse the employee for all approved costs of registration or tuition cost incurred to a maximum of \$1,500 per year.
- 8.6.5 Recognizing the benefits derived from training, it is understood that the penalty and premium provisions of this Agreement will not apply.

#### **ARTICLE 9: JURISDICTION AND NEW EQUIPMENT**

- 9.1 **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 CJOH-TV at the Company's premises or its remote sites.
- 9.2 **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 which falls under the jurisdiction of the bargaining unit, then to such extent as such process, machinery or equipment falls under the jurisdiction of the bargaining unit, it shall be operated and maintained only by employees in the bargaining unit herein set forth.
- 9.2.1 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.

## ARTICLE 10: EMPLOYEE BENEFITS

### 10.1 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 their supervisor as soon as possible; or as a guideline, at least four (4) hours before their shift commences, except for employees on a morning shift where at least two (2) hours' notice will be given where reasonably possible, by email or phone.

10.1.1 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 10.1, 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. This will include Short Term Disability benefits of up to eight (8) weeks at 100% of 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.

10.1.2 Except for those incapacitated by work related illness or injury, employees who are absent due to illness or incapacity 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.

10.1.3 Absence because of illness or incapacity up to six (6) months shall not interrupt an employee's accumulation of vacation credits provided the employee returns to work.

- (a) Should an employee fall sick or become incapacitated while on authorized leave of absence the Short Term Disability benefits will not begin until the expiration of that leave,
- (b) Should an employee fall ill while on vacation with the result, as certified by the attending physician's written confirmation, that the individual was confined to a hospital bed or had to be bedridden at their place of residence for more than two (2) days, disability income will be paid and the unused days of vacation will be credited to the employee.

### 10.2 Maternity, Adoption, and Parental Leave

Every full-time employee with six (6) months or more of Company seniority will be entitled to up to fifty-two weeks (52) of leave of absence made up as follows:

- (i) Up to seventeen (17) weeks of maternity leave.
- (ii) Up to thirty-seven (37) weeks for parental leave which may be taken any time in the fifty-two (52) week period beginning on the date of the birth of a child or the day the child comes into the employee's care.
- (iii) In the case of an adoption, the thirty-seven (37) weeks parental leave is available within the fifty-two (52) week period the child comes into the employee's care.

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.

10.2.2 An employee on Maternity Leave will continue to accrue vacation time provided the employee returns to work. The employee will also have the option of continuing the pension plan contribution.

10.2.3 An employee who intends to take leave under Article 10.2 may request, in writing, to be informed of any training opportunities which may arise during the leave and for which the employee is eligible. The Company must provide such via email. Notices with respect to employment and promotion opportunities shall be accessible electronically.

10.2.4 An employee who takes parental leave or maternity leave shall upon conclusion of such leave be reinstated in their former classification and at the same rate of pay which they held prior to taking such leave.

### 10.3 Medical and Dental Benefits

Effective January 1, 2013 employees will transition to the Company's Omniflex Benefits Plan. The benefit plan shall provide each employee with a choice of options available for single and family coverage. 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 there are changes to the benefit plan the Company will meet with the Union to review and discuss such changes.

### 10.4 Pension Plan

It is understood that participation in the Defined Benefit Pension Plan shall be discontinued for all active members on December 31, 2012.

The Retirement Plan for Employees at Ottawa (CRA #0998872) shall provide a benefit to the employees who are members of the plan and it shall be the Company's obligation to fund the plan in accordance with applicable pension legislation.

Employees enrolled in the CTV Defined Contribution Plan shall cease participation in this plan on December 31, 2012.

10.4.1 Effective January 1, 2013, all employees shall participate in a Defined Contribution Pension Plan, as outlined and presented to the Union at the signing of this Agreement, with contribution combinations as follows:

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

## 10.5 Special Leave

Compassionate leave with pay shall be granted when an employee is required to be absent due to a death in the employee's immediate family, in accordance with the following:

Five (5) days: mother, father, spouse (includes common-law relationships of one (1) or more years), child

Three(3) days: legal guardian, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, any relative permanently residing in the employee's residence or with whom the employee resides;

One (1) day: brother-in-law, sister-in-law, grandparent-in-law, aunt, uncle.

Such leave will be for the number of scheduled working days as outlined above which fall within the period immediately following the day on which the death occurred. Where the funeral service does not occur within specified days immediately following the relation's death the employee may use one day out of the specified days to attend the funeral.

Entitlement shall not apply when an employee is on a leave of absence or on sick leave.

Where the funeral occurs outside a two hundred and forty (240) kilometer distance from Ottawa such leave shall also include reasonable travel time up to an additional two (2) days with pay as required.

### 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.

### 10.5.2 The Company will grant sufficient time to an employee for medical, dental and eye appointments where reasonable notice is given.

10.5.3 In the event that an employee desires leave without pay, the individual shall apply in writing to the Company stating the reason for such leave. Granting of leave without pay is at the discretion of the Company. An employee who fails to return to work upon completion of the leave of absence for purposes other than those specified will be subject to termination of employment.

No employee shall suffer loss of seniority as a result of such leave.

10.5.4 Employees seeking guidelines on reimbursement for Industry Related Education Courses are directed to obtain a copy of the Company policy with respect to education leave and tuition fees.

#### 10.6 Jury Duty

Employees called to serve on juries or to obey a subpoena to appear as a witness in a matter in which they do not have a personal interest (i.e., personal financial gain or loss), shall be granted a leave of absence and shall receive their regular salaries during such periods provided the employee returns to work if released from jury duty prior to 12:00 noon. Employees shall not be scheduled to work evenings, nights or weekends while acting in this capacity. All penalties, per diems and allowances shall not apply for such leave of absence.

### **ARTICLE 11: TRANSPORTATION AND TRAVEL EXPENSES**

#### 11.1 Travel Expenses

The Company agrees to reimburse each employee for all authorized and/or approved expenses and for parking fees and other justifiable miscellaneous expenses in connection with their assignments upon presentation of receipts where feasible, and upon approval of the Supervisor.

11.1.1 If an employee is authorized to use their own automobile for transportation in connection with their duties, the employee shall be reimbursed at the following rates based on the price of regular unleaded gas or in accordance with the Company policy, whichever is greater:

Up to 90 cents 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

11.1.2 When an employee on Company business is involved in an accident resulting in damage to a personal vehicle and the amount of damage cannot be recovered from any other person or persons, the Company agrees to reimburse the employee for the deductible amount under the employee's car insurance plan to a maximum of five hundred dollars (\$500.00).

11.1.3 It is expressly agreed that the use of an employee's car in executing the business of the Company is not compulsory, and an individual may at their discretion decline to do so.

11.2 Definition of Location and Location Expenses For the purposes of this Agreement, the following definition of "location" shall apply:

- (a) "Local" location is considered to be any point within the amalgamated City of Ottawa and City of Gatineau.
- (b) "Out-of-town" location shall be any point beyond the limits defined as "local" location.

11.2.1 Per Diems

Employees on "out-of-town" assignments which involve overnight accommodation shall receive a per diem allowance of 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	\$15.00
Lunch	\$20.00
Dinner	\$30.00
Subsequent	\$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.

11.2.2 Employees shall not be required to travel "out-of-town" on assignments which require overnight accommodation as a condition of employment and employees shall not be penalized for such refusal. Employees on "out-of-town" assignments who require overnight accommodation shall receive single occupancy first class accommodation at Company expense.

11.2.3 The allowances mentioned in Article 11.2.1 shall be in addition to the following allowable expenses:

- a) The cost of transportation, including chair or parlour car seat, and, when applicable, automobile mileage allowances;
- b) The cost of taxis and limousine service between residence and the airport, bus station or train station when departing or arriving back from an assignment. The cost of transportation when not supplied from the hotel to the work site and back. All travel arrangements will be made by the Company unless employees are expressly instructed to make their own arrangements. On those occasions where an employee reports to CJOH

prior to departing on a remote assignment involving overnight accommodation, taxi fare to a maximum thirty-five dollars (\$35.00) (where possible pooling of taxis is to be utilized);

- c) The cost of vehicles for the transport of equipment;
  - d) The cost of extra assistance in handling equipment;
  - e) The cost of long distance telephone calls required for Company business and the cost of a five (5) minute call home on the first day and every three (3) days thereafter on out-of-town remotes.
- 11.2.4 A properly secured seat shall be installed within the mobile unit to accommodate a second member of the remote crew accompanying the driver on “out-of-town” locations.
- 11.2.5 An employee has the right to refuse to drive a vehicle under the control of the Company. Such right of refusal shall not apply to employees assigned to a position whose primary or secondary duties include driving (e.g., transportation, ENG Camera, etc.).
- 11.3 Travelling Conditions
- For pay purposes, employees engaged only in travelling shall be credited with all time consumed when travelling on an assignment of the Company except as provided in Article 11.4. Such time will be computed:
- a) From the scheduled time of the carrier’s departure, when the employee leaves from home for travel by common carrier.
  - b) From the assigned hour of departure from home when the employee travels by automobile direct to the assignment.
  - c) From the time of departure from the normal place of employment when the employee reports there before proceeding to travel.
  - d) From the assigned hour of departure from lodging when an employee is using overnight accommodation.
- 11.3.1 Time credited for the return journey under the above conditions will be computed in the same manner.
- 11.3.2 The Company agrees to maintain adequate liability insurance on all vehicles owned or rented by the Company which it requests any employee to drive.
- 11.3.3 When an employee is required to work at a studio or remote location other than the normal place of employment, the individual shall be credited with all time consumed in transit between such normal place of employment and any other studio or remote location and return.
- 11.3.4 The Company agrees that adequate safety barriers will be employed between employees and baggage/equipment when travelling.

#### 11.4 Travelling - Waiver of Time Credits

When travelling is on a common carrier between 0800 hours and 0001 hours, local time, full-time shall be credited up to and only for the first eight (8) hours of travel.

Notwithstanding the above, if no work is performed on the day in question and/or travel time is eight (8) hours or less, the waiver of time travel credits shall apply between 0600 hours and 2400 hours, local time, when travel by common carrier.

## ARTICLE 12: HOLIDAYS AND ANNUAL VACATION

### 12.1 Holidays and Holiday Pay

The following shall be paid holidays:

New Year's Day (January 1st)  
Good Friday (Friday before Easter)  
Victoria Day (Monday on or before May 24)  
Canada Day (July 1st)  
Civic Holiday (First Monday in August)  
Labour Day (First Monday in September)  
Thanksgiving Day (Second Monday in October)  
Christmas Day (December 25)  
Boxing Day (December 26)

Plus any day duly proclaimed by the Federal Government as a public holiday.

- a) In addition to the holidays listed above employees may be eligible for up to two (2) personal floater days per calendar year. Eligibility to personal floater days 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 but less than 9 months in the calendar year;
  - (iii) an employee is not eligible for personal floater days if actively at work for less than three (3) months in the calendar year.
- b) Personal Floater Days not taken during the calendar year are forfeited and cannot be carried over from one calendar year and to another.

12.1.1 If any of the above days fall on a Sunday and the day following is proclaimed a holiday by Federal, Provincial or Municipal Authority, the Sunday shall be deemed to be the holiday for the purposes of this Agreement.

12.1.2 If a holiday falls on a scheduled work day and the employee is not required to work, the employee shall receive the normal basic pay for such day hours at straight time rate.

12.1.3 If the holiday falls on a scheduled work day and the employee is required to work, the employee shall receive one and one-half (1½) times the basic rate for all hours worked with a minimum credit of eight (8) hours. Additionally, the employee shall be paid their basic rate of pay. Overtime and Unexpected Overtime shall be paid in accordance with Articles 14.6 and 14.6.1.

12.1.4 If the holiday falls on a scheduled day off the employee shall receive either one and one-half (1½) additional days pay for that week or one extra day off if scheduled in conjunction with the days off for that week; e.g., Friday or Monday days off are Saturday and Sunday.

- 12.1.5 If the holiday falls on a scheduled day off and the employee is required to work, the employee shall receive two (2) times the basic rate for all hours worked with a minimum credit of eight (8) hours. Additionally, the employee shall be paid eight (8) hours at the basic rate of pay. Overtime and Unexpected Overtime shall be paid in accordance with Articles 14.6 and 14.6.1. Employees at their own option, shall be permitted to add one (1) day to their annual leave or be given one (1) day off with pay at a mutually agreeable time, and the election of the option shall result in a reduction of eight (8) hours times the basic rate only from the holiday payment earned in accordance with the above.
- 12.1.6 Days off may only be scheduled on a statutory holiday for personnel on regularly rotating shift patterns.
- 12.1.7 The Company will endeavor to schedule employees in such a manner as to maximize the number of days off in conjunction with paid holidays.
- 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.

12.2 Schedule of Christmas and New Year’s Holidays

Before November 1st of each year, the employee will advise the Company of a personal preference of days off to be scheduled over the Christmas and New Year’s holidays. Each employee shall be scheduled off on either Christmas Day or New Year’s Day. The employee’s choice of days off shall be granted on the basis of Company seniority within the job classification. Every effort shall be made to release an employee by 1900 hours on the eve of the holiday so scheduled off. In the event an employee has requested a minimum of five (5) annual leave days, and such leave had been approved by October 1st, such leave shall take precedence over this Article.

- 12.2.1 These Christmas and New Year’s holiday requests shall be approved not later than the 15th of November.

12.3 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 table:

<b>Years of Service</b>	<b>Duration of Vacation in Working Days</b>
Less than 1 year	1.5 days per month (maximum 15 days)*
1 - 6 years	15 days
7 - 11years	20 days
12-17 years	23 days
18 -24 years	25 days
25 years and above	30 days

\*Prorated according to portion of calendar year worked (1.5 days per month for a maximum of 15 days). If the hiring date is between the 1st and the 15th the entire month will be considered in the vacation calculation. If the hire date is after the 15th the current month will then be excluded from the calculation.

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 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.
- (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.

#### 12.4 Scheduling of Annual Vacation

Every employee shall be entitled to have the vacation period scheduled consecutively unless requested otherwise by the employee and approved by the Company. The Company will continue to try to accommodate requests for consecutive vacation leave wherever possible.

12.4.1 In the event that a statutory holiday occurs during an employee's vacation, one (1) additional day for each such holiday shall be added to the vacation credits.

12.4.2 An employee will be entitled to end the vacation in conjunction with the days off and every effort will be made to begin the vacation with days off.

12.4.3 Vacation periods shall be scheduled between May 15th and October 15th, and preference shall be given employees on the basis of Company seniority within the job classification. In order to ensure that as many employees as possible enjoy vacation periods of their choice, it is agreed that where employees seek to split their vacation entitlement into more than one time period, all employees shall be afforded their right of preference for their first time period (of up to three [3] consecutive weeks) before seniority preference is given to an employee's choice for a second or subsequent period.

The employee's application shall be submitted in writing, on a form prescribed by the Company, by April 15th. Vacation requests shall be approved by May 1st of each year. Conflicts in vacation preference shall be identified as soon as possible to the employees concerned so that accommodations can be made.

Vacations may be granted outside the vacation period when requested by the employee and approved by the Company. Applications outside of the vacation period will not be unreasonably denied. Such requests will also be given preference based on Company seniority within the job classification as described above. An employee's application for vacation leave between October 15th and May 1st shall be submitted in writing, on a form prescribed by the Company, by September 1st and such requests shall be approved by October 1st of each year.

- 12.4.4 It is noted that while preference for vacation is based on Company seniority within job classification, requests of five (5) days or more take preference over requests for less than five (5) days.
- 12.4.5 It is agreed that full-time employees cannot cancel approved annual leave requests when a part-time employee has already accepted work for the annual leave period in question.
- 12.4.6 In the event an employee is unable to take a requested vacation leave for reasons other than the seniority clause, and through no fault of their own, they will carry over these unused vacation credits to the following vacation leave and the Company will ensure that these vacation credits will be granted in the time period outlined in Article 12.4.3.

#### 12.5 Work during Vacation

In the event an employee agrees to work on a day of vacation the individual will be compensated at three (3) times the basic rate (which amounts includes the vacation pay for that day) for all hours worked with a minimum credit of eight (8) hours. They will be paid reasonable travelling expenses to and from the place of employment. For the purposes of this Article it is understood that a "vacation day" shall include any days off which fall within the vacation period but shall not include any days off immediately before or after the vacation period if such days off apply to a different week than that of the vacation. A vacation week shall mean five (5) vacation credit days plus two (2) days off, therefore, it is understood that not more than two (2) days off per week shall be considered "vacation days" as defined above. In the event an employee taking one (1) week or less vacation has two (2) days off at the beginning and end of the vacation, the two (2) days off at the end shall be considered the "vacation days". Any "scheduled days off" that are to be considered "vacation days" must be scheduled adjacent to a vacation day(s).

RECAP Example #1						
MON	TUES	WED	THURS	FRI	SAT	SUN
			work	<del>d/e</del>	<del>d/e</del>	
d/o	d/o	vac	vac	vac	vac	vac
vac	vac	vac	vac	vac	d/o	d/o
<del>d/e</del>	<del>d/e</del>	work				
Example #2						
MON	TUES	WED	THURS	FRI	SAT	SUN
			work	<del>d/e</del>	<del>d/e</del>	
vac	vac	vac	vac	vac	d/o	d/o
Example #3						
MON	TUES	WED	THURS	FRI	SAT	SUN
			work	<del>d/e</del>	<del>d/e</del>	
vac	vac	vac	d/o	d/o	work	work
Example #4						
MON	TUES	WED	THURS	FRI	SAT	SUN
			work	<del>d/e</del>	<del>d/e</del>	
vac	vac	work	work	work	<del>d/e</del>	<del>d/e</del>

Those days off which are struck through (d/o) in the examples above are those which would not be defined as “vacation days” as described above.

#### 12.7 Banked Time Program

Employees may participate in the banked time program as follows:

Any time off under this letter must be pre-approved by the employee’s manager not to exceed eighty (80) hours at one time.

- (i) An employee may accumulate and take equivalent time off in lieu of payment for overtime hours, work on a day off, or work on a holiday and shall record the equivalent hours on their time sheet/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 their supervisor.
- (iii) The rate of accumulation shall be determined by the rate of pay provided in the pertinent section of the Agreement. For example, an employee working eight (8) hours on a day off shall receive a credit of  $8 \times 1.5 = 12$  hours of straight time pay, and accordingly, twelve (12) hours shall be accumulated as banked time.
- (iv) 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 13: GENERAL MATTERS**

### **13.1 Job Functions**

The parties recognize that the Company maintains the right to set certain standards of performance and expectations of productivity and work flow. The parties agree that the Collective Agreement contains a list of “job classifications” which are composed of certain functions or duties which the Company needs to be performed.

- (a) It is agreed and understood that an employee may be assigned elements of another job function, where it does not represent a “speedup” of the employee’s current assignments or where it is necessary to provide gainful full-time employment to an employee concerned. (“speedup” shall be defined as an unreasonable acceleration in the pace of work by the assignment of new work duties or responsibilities outside of the employee’s regular job classification.)
- (b) No employee shall be required to forfeit meal or break periods on a routine basis while performing their primary job or when performing elements of another job.
- (c) Where due to changes in methods of operation the Company requires employees to perform more than one classification consecutively or to perform more than one job function simultaneously the Company agrees that the Union shall have the right to review the contents of the modified job and to negotiate appropriate remuneration for that position.

It is the Company’s responsibility to ensure that such activity will not compromise an employee’s primary duties. Such an assignment will not be made when there is an employee in the other classification on duty and available.

- 13.1.1 The above does not apply to relief periods of fifteen (15) minutes or less.

### 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 shows.

Shows produced for client contractors (CTV, CBC, etc.) must adhere to technical credit policy of client producer.

#### 13.2.1 Every audio/video tape recording produced or reproduced for or by the Company shall have the Union seal exhibited in the following places:

- a) Tape Billboard
- b) All tape containers

#### 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**

### 14.1 For all classifications the work week shall be forty (40) hours per week and eight (8) hours per day and shall commence at 0001 hours Sunday. The hours of work for each tour of duty shall be exclusive of the first meal period, but inclusive of all other meal periods and break periods.

#### 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.

#### 14.1.2 The five (5) days in any work week need not necessarily be consecutive; they may be separated by the two (2) consecutive days off.

### 14.2 Days Off

There shall be two (2) consecutive days off in each work week. Except where weekend work (Saturday and Sunday) 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.

All employees scheduled to work evenings and weekends (Saturday and Sunday) at the time of ratification of this agreement agree that they have been hired specifically for these shifts and further agree that all present shifts are a reasonable condition of their employment.

14.2.1 Two (2) scheduled days off shall be defined as forty-eight (48) hours plus the turnaround period of twelve (12) hours for a total of sixty (60) hours. Three (3) and four (4) scheduled days off in separate work weeks shall be defined respectively as seventy-two (72) hours plus the turnaround period and ninety-six (96) hours plus the turnaround period. When the two (2) scheduled days off are separated as provided in Article 14.2.3 there shall be eighty-four (84) hours between the end of the last tour and before the beginning of the next tour, following such days off.

14.2.2 A day off in lieu is defined as twenty-four (24) hours plus the turnaround period and shall be scheduled at a mutually agreeable time.

14.2.3 Two (2) scheduled days off may be separated by a holiday only when no work is scheduled on that holiday.

#### 14.3 Tour of Duty

A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during a day, with a minimum credit of eight (8) hours (ref: Article 14.1), calculated to the last quarter (1/4) hour in which work was performed; provided that if it extends beyond 0001 hours, it shall be considered as falling wholly within the calendar day in which it starts. Included in this tour shall be sufficient time for set up, tear out and clean up.

14.3.1 There shall be no assignment of split shifts and all hours scheduled and/or assigned with respect to any day shall be continuous hours except as outlined in Article 14.9 (call-back).

14.4 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.

#### 14.5 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 three (3) week schedule weekly via email as per current practice.

14.5.1 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 working days) inclusive of days off, on evenings or night shifts. Evening shifts will be defined as any shift that ends after 9 p.m. (2100).

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 in accordance with the staffing model in effect at the time of the signing of this agreement.

14.5.2 After this posting, (ref: Article 14.5) there shall be no reduction in the number of hours scheduled for any day in the week without notice being given by 1300 hours of the last working day prior to the day in question.

14.5.3 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.

14.5.4 After 1300 hours Friday, two (2) weeks prior, an employee's days off may not be changed without prior notification. However, after 1300 hours Monday of the week prior, an employee's day off may not be changed without their consent.

#### 14.6 Change of Schedule

Notice of changes in schedules shall be given as much in advance as possible, but not later than 1300 hours, one (1) working day prior to the day of the change. However, the starting time of a tour of duty may be adjusted by as much as three (3) hours prior, or by as much as two (2) hours later from the previously scheduled starting time, provided notice is given by 1300 hours of the day prior to the change. If such notice is not given, the employee shall be credited with all hours originally scheduled plus any additional hours.

14.6.1 The posting of the weekly schedules and any changes thereto, shall be considered to be notification to the employee, except that:

- a) If the employee is off duty or on a remote assignment, the Company will notify the employee directly. Such notice shall only be considered given as of the time it is communicated to the employee personally, or is conveyed to a responsible person at the employee's residence or place of work in such a manner as to be reasonably certain of being communicated to the employee within the time limits;
- b) When a change in schedules is made within a two (2) hour time period prior to the 1300 hour limitation, the Company shall notify the employee personally as provided in a) above, including those employees working on the premises at the time of the change.

14.6.2 Prior to going on leave of five (5) days or more, an employee shall be given a written pre-arranged time to report back. This time, however, may be rescheduled later but not earlier than the pre-arranged time and must comply with Article 14.6. The Company must make a reasonable effort to notify the employee of such change. The Company shall be considered to have made a reasonable effort when a letter of notification has been mailed to the employee's normal mailing address designed to arrive within the time limits prescribed.

14.6.3 It is the responsibility of employees to report to the supervisor in charge of scheduling, advising when they will be available for duty following absence due to illness or physical injury. It is the Company's responsibility to then or subsequently inform the employees of any change in their schedule.

14.7 Overtime

Employees shall have the right to refuse work in excess of sixteen (16) hours in any day. If all qualified employees in the job classification refuse to work, the Company may assign the work to any qualified employee within the bargaining unit, in inverse order of Company seniority. No employee in exercising the foregoing right of refusal will be penalized for refusing to work such overtime.

- a) All time worked or credited in excess of eight (8) hours in any one day shall be paid at an additional one-half (½) times the basic rate of the employee for all hours, however, this amount shall increase by a further additional one-half (½) times the basic rate every four (4) hours thereafter, to a maximum of one and one-half (1½) times the basic rate. This shall be exclusive of all other payments, premiums and penalties except as otherwise stated. Employees who having completed the basic tour of duty (8) are released from duty for the rest of the day, shall be paid their basic rate for hours credited, but not worked in minimum one (1) hour blocks, exclusive of all other penalties or payments.

RECAP					
Hours Worked/Credited	Regular Day	Article 14.8(a) 1st DO	Article 14.8(b) 2nd DO	Article 12.1.2 LH	Article 12.1.5 LH & DO
0 - 8	basic	1.5 x basic	2 x basic	1.5 x basic plus	2 x basic plus 1 x
8 – 12	1.5 x basic	2 x basic	2.5 x basic	2 x basic	2.5 x basic
12 – 16	2 x basic	2.5 x basic	3 x basic	2.5 x basic	3 x basic
16 & over	2.5 x basic	3 x basic	3.5 x basic	3 x basic	3.5 x basic

NOTE: The RECAP does not illustrate the application of Unexpected Overtime.

14.7.1 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 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 employee 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.

14.7.2 Payment for overtime worked or credited shall be made not later than fifteen (15) days after the pay period in which such overtime work occurred.

14.7.3 A breakdown of overtime hours and penalties shall be shown on pay stubs.

- 14.7.4 All overtime must be scheduled or approved by a representative of Management or designee.
- 14.7.5 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.

In the event that there is a change required to an employee's time entry, the 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 implementation of electronic time entry, the employee will receive instructions at the time of implementation and or hiring.

#### 14.8 Work on a Scheduled Day Off

When an employee works on a scheduled day off, work performed on that day shall be compensated as follows:

- a) When an employee works on a day off, they shall be compensated at the overtime rate, with a minimum credit of four (4) hours if they work four (4) hours or less; or a minimum credit of eight (8) hours if they work more than four (4) hours;
  - b) When an employee who has worked on a day off agrees to work on the second or subsequent scheduled day off, work performed on that day shall be compensated at two (2) times the basic rate with a minimum credit of eight (8) hours;
  - c) Overtime and Unexpected Overtime shall be paid in accordance with Articles 14.7 and 14.7.1.
- 14.8.1 An employee may refuse to work on a scheduled day off, 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 order of Company seniority. No employee will be penalized for refusing to work on a scheduled day off.
- 14.8.2 Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than 1300 hours of the previous working day. If such notice is not given the employee shall receive four (4) hours times the basic rate, computed separately from the work week. If notice is not given prior to one (1) hour of the commencement of the tour, the employee will be paid eight (8) hours at basic pay.

#### 14.8.3 Day Off Out-of-Town

An employee on an out-of-town assignment (except education leave) which includes regularly scheduled days off shall receive an additional per diem payment in an amount equal to the current per diem rate (ref: Article 11.2.1) for each of the days off, provided that the individual is neither travelling nor working during the day(s) off.

#### 14.9 Turnaround Period

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

14.9.1 All time scheduled and/or worked, and any meal period, during any of the above turnaround periods shall be compensated for in addition to the regular basic rate, at one-half (½) time basic for the portion of such assignment which encroaches on such turnaround period, except that the compensation shall be one and one-half (1½) times the basic rate, in addition to the regular basic rate, for the portion of such assignment which encroaches on the four (4) hour period immediately following the end of the employee’s original schedule or any extension thereof, and shall be one (1) time the basic rate, in addition to the regular basic rate, for the portion of such assignment which encroaches on the fifth, sixth, seventh or eighth hours immediately following the end of the employee’s original schedule or any extension thereof.

Hours Between Stop and Start Time	Compensation
0-4	1½ times basic rate
4-8	1 times basic rate
8-12	½ times basic rate

14.9.2 No payment shall be made for the following encroachments:

- (a) On a shift where an employee is released from duty to attend negotiations or grievance meetings with Management.
- (b) If an employee is absent on any type of leave of five (5) or more days.

14.9.3 For the purposes of this Article, turnaround shall be calculated from the actual released time of an employee who is released early for the balance of the day.

14.10 Call-Back

An employee called back to work having left the place of work on the day in question shall be paid at the time and one-half (1½) rate with a minimum credit of four (4) hours including a thirty (30) minute travelling period. If call-back is extended over four (4) hours the additional hours worked will be paid at the double time rate. If call-back is extended over eight (8) hours, the additional hours worked from eight (8) to sixteen (16) hours will be paid the two and one-half (2½) rate. If call-back is extended over sixteen (16) hours, all additional hours worked will be paid at the triple (3) rate. If the call-back extends beyond the scheduled start time of the next tour of duty, the employee shall be paid the “regular rate of pay” for those hours of the tour on which the call-back encroaches, in addition to the call-back payments and any other applicable payments. Turnaround calculation shall commence once the call-back ends (ref: Art. 14.9). Definition: “regular rate of pay” for purposes of this Article shall mean as follows:

REGULAR TOUR	BASIC RATE
1st Day Off (Art. 14.8(a))	1 ½ x basic rate
2nd Day Off (Art. 14.8(b))	2 x basic rate
Legal Holiday (Art. 12.1.3)	1 ½ x basic rate*
Legal Holiday and Day Off (Art. 12.1.5)	2 x basic rate*

\*Plus basic rate for those hours which encroach on the minimum tour of duty for the holiday, to a maximum of eight (8) hours. However, at no time shall the call-back penalty exceed five (5) times the basic pay.

14.10.1 Call-back is defined as those hours credited to an employee who, having worked and/or been credited with at least the minimum tour of duty is called back to perform further work on the day in question after a minimum elapsed time of two (2) hours. Provided that an employee has received at least one and one-quarter (1¼) hours off following the tour of duty, they will be deemed to have had a meal period.

14.10.2 An employee shall not be required to work more than three and one-half (3½) hours without a meal period. After this meal period which is deemed to be a second or subsequent meal, Article 15 will apply.

14.10.3 Employees at their own discretion, may refuse to work call-back as outlined in Article 14.10 and shall not be penalized for such refusal.

14.10.4 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)

14.11 Night Differential

When an employee works between 0030 hours and 0630 hours, all hours worked shall be compensated at an additional 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.

14.12 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 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.

14.12.1 It is agreed that the only exemption of this Article is when an employee is on a relief basis for fifteen (15) minutes or less.

14.12.2 At the time of assignment to a higher classification, an employee shall be verbally advised of this temporary upgrading and shall receive the rate of pay for such upgrading. This shall be noted on the daily assignment sheet.

#### 14.12.3 Training Premium

An employee who is required to train another employee on a new classification shall be paid a premium of 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.

#### 14.13 Excessive Hours, Health and Safety

The Company shall be responsible for providing a safe and healthy workplace and for taking all necessary steps to protect the safety and health of employees. Employees are required to take all reasonable and necessary precautions to ensure their own safety and health as well as that of their fellow employees.

14.13.1 A Health and Safety Committee shall be formed and maintained as required by law. The Committee shall have no power to act on its own recommendations. This includes the expenditure of Company funds or resources, except by prior approval of the Manager of Human Resources.

The Company recognizes that it is part of a larger establishment for which a National Health and Safety Policy Committee (NJHSC) has been formed to deal with national health and safety policy issues. As such the Company agrees to release an employee representative without loss of pay or benefits to participate in committee meetings.

Members of the Health and Safety Committee are entitled to time off from work for authorized work related to the Committee and they shall be paid that time as though they had been at their jobs.

The specific duties of the Company and employees and the Committee are found in the Canada Labour Code. In addition to anything required by law, the Company agrees to the following specific terms:

14.13.2 Having due regard to health and safety, the Company agrees to try to equalize the work load so that any individual employee is not repeatedly scheduled excessive hours. In addition the Company will not require an employee required to drive a motor vehicle, as part of their tour of duty assignment, to drive the vehicle after having worked fourteen (14) hours without receiving ten (10) hours of rest. The ten (10) hours of rest may include one (1) hour meal period during the midpoint of the tour of duty.

- 14.13.3 No employee shall be required to work under hazardous conditions. Where dangerous or hazardous work is involved, all reasonable safety and precautionary measures shall be taken by the Company. An employee's refusal to undertake such dangerous or hazardous work will in no way be held against the employee or prejudice employment with the Company.
- 14.13.4 The Company shall give consideration on the capabilities of an employee for assignments involving climbing towers, ladders, etc. and shall provide proper training to these employees to ensure safe practices and procedures. Whenever physically possible, an interior/exterior stairwell will be provided with any scaffolding ten (10) feet high or more. Properly secured scaffolding which affords alternative access will not require an interior/exterior stairwell.
- 14.13.5 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 by the Company. It is understood that such protective clothing and/or safety devices are and remain the property of the Company and shall be returned in good condition on demand.
- 14.13.6 Safety footwear shall be supplied with the cost shared eighty/twenty (80/20) between the Company and employee and the same shall become the property of the employee.
- 14.13.7 When transportation is provided to employees by the Company, the appropriate safety standards shall be observed.
- 14.13.8 Seat belts shall be installed and used in all vehicles; all vehicles shall be in proper operating conditions; and all traffic laws observed.

#### **ARTICLE 15: BREAK AND MEAL PERIODS**

##### 15.1 Break Periods

Employees shall be granted a rest period. It shall be taken when operational and production requirements permit 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) 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.
- d) If break periods are not received they will be paid at the applicable 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 (5<sup>th</sup>) hour of the shift.

15.3 Second Meal Period

A second meal period of not less than sixty (60) minutes shall be scheduled or assigned in tours of duty of more than ten (10) hours during which a first meal period was scheduled. This second meal period shall be scheduled or assigned within the fourth, fifth or sixth (4th, 5th or 6th) hour after the scheduled completion of the first meal period. When this second meal period is not scheduled or assigned as required above, it will be assumed to have been assigned at the proper time for the purpose of meal displacement penalties in accordance with Article 15.6. In the event that the second meal period is not taken, one (1) hour shall be added to the tour of duty as time worked at the applicable rate. On remote locations the placement of the second meal period need not be scheduled but will be assigned in accordance with the above, also the durations referred to above may be varied by mutual consent.

15.4 Subsequent Meals

A subsequent meal period of not less than sixty (60) minutes shall be assigned within the fourth or fifth (4th or 5th) hour after a second meal period could have been assigned. In the event that a subsequent meal period is not taken, one (1) hour shall be added to the tour of duty as time worked at the applicable rate.

15.5 Meal Payments

Twelve dollars (\$12.00) shall be paid to compensate for the cost of the second meal period, and twelve dollars (\$12.00) shall be paid to compensate for the cost of each subsequent meal period. (These payments will not be paid where per diems or Article 15.7 is applicable).

RECAP		
Tour Begins Between	First Meal Scheduled Between	Second and Subsequent Meal
0700 & 1600 hrs.	1000 & 1300 hrs.	Within the 4th, 5th or 6th hr. after the scheduled meal, and within the 4th or 5th hr. after the second or subsequent meal period.
0800 & 1700 hrs.	1100 & 1400 hrs.	
0930 & 1830 hrs.	1230 & 1530 hrs.	
1000 & 1900 hrs.	1300 & 1600 hrs.	
1030 & 1930 hrs.	1330 & 1630 hrs.	
1500 & 0000 hrs.	1800 & 2100 hrs.	
1530 & 0030 hrs.	1830 & 2130 hrs.	

15.6 Notwithstanding the provisions, contained in Articles 15.2, 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 When an employee is not given a meal period within the time limits required by this Article, the individual shall receive a displacement penalty in an amount equal to one-half (1/2) times the basic hourly rate, with a minimum credit of one (1) hour, for all time in the period in which the meal is displaced.

This compensation will be computed:

- a) from the beginning of the second hour in which the meal period could have been assigned and extend to the start of the meal period given or;
- b) from the beginning of the meal period given and extend to the beginning of the second hour in which the meal period could have been assigned.

There shall be no compounding of meal displacement penalties.

15.7.1 The displacement penalty will not apply when the meal period is delayed by fifteen (15) minutes or less.

15.8 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	\$15.00
Lunch	\$20.00
Dinner	\$30.00
Subsequent	\$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, the employee shall be paid a meal allowance of 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.

- 15.9 In the event a remote location is so situated that no facilities to obtain an appropriate meal are readily available for the crew during their assigned meal period the Company shall:
- a) allow the crew sufficient added time and supply them with adequate transportation to travel to where an appropriate meal can be obtained, or
  - b) at its own expense, furnish the crew with an appropriate meal, in which case the applicable meal allowance will not be paid.
- 15.10 Employees shall not be required to travel from their normal place of employment to other studios or remote locations within the area during their meal periods, or any part thereof.

#### **ARTICLE 16: GENERAL WAGE PROVISIONS**

- 16.1 Employees shall be paid on a salary step level according to the wage schedule of the classification to which they are assigned, with credit for years of service within the classification and any credit for industry experience recognized by the Company at the time of hiring.
- 16.1.1 Employees under Article 2.3.4 shall receive credit on the salary schedule of the group to which they are assigned for the total accumulated service in the bargaining unit, calculated to the last completed month.
- 16.1.2 Progression up the salary schedule within each classification shall automatically occur on the first complete pay period of the month nearest the employee's annual anniversary date of appointment, transfer or promotion. Full-time employees on staff on June 18, 2012 shall have a common anniversary date of January 1st, which may later change upon transfer or promotion.
- 16.1.3 When an employee is transferred into a higher pay classification the individual shall immediately move into the higher salary scale and receive a salary increase which is at least the equivalent of one full increment in their former group, and shall automatically progress upward on the annual anniversary date of their upgrading. (Where such equivalent of one full increment would result in a salary over-scale, the employee will be placed at the top rate of the higher salary scale.)
- 16.1.4 The Company shall pay twice the net weekly salary (i.e., salary after a reasonable portion of the total monthly deductions have been made), by direct deposit, not later than 10:00 hours each second Friday.
- 16.1.5 An employee who reports late for a tour of duty may be subject to a reduction in pay when such lateness is not due to a circumstance beyond the control of the employee. When an employee is more than thirty (30) minutes late, the Company shall have the right to cancel the employee's tour of duty if the Company has meanwhile called or rescheduled a substitute employee.

16.1.6 ENG Camera operators who are caused to work on an assignment which results in damage to their personal clothing shall receive reasonable compensation for such damage upon discussion with their Department Head.

**ARTICLE 17: WAGE SCALES AND CLASSIFICATIONS**

17.1 Groups for the purpose of wage classifications shall be as follows:

SCALE A: Make-up Artist

	Expired	1-Jan-2017	1-Jan-2018	1-Jan-2019	1-Jan-2020
<b>Start</b>	\$42,530.64	\$43,274.93	\$44,032.24	\$44,802.80	\$45,586.85
<b>1 Year</b>	\$44,026.14	\$44,796.60	\$45,580.54	\$46,378.20	\$47,189.82
<b>2 Years</b>	\$45,557.93	\$46,355.19	\$47,166.41	\$47,991.82	\$48,831.68
<b>3 Years</b>	\$48,083.89	\$48,925.36	\$49,781.55	\$50,652.73	\$51,539.15
<b>4 Years</b>	\$50,653.51	\$51,539.95	\$52,441.90	\$53,359.63	\$54,293.42
<b>5 Years</b>	\$53,150.54	\$54,080.67	\$55,027.09	\$55,990.06	\$56,969.89

Scale B: VTR/INJEST COORDINATOR/EDITOR, ELECTRONIC GRAPHIC ARTIST

	Expired	1-Jan-2017	1-Jan-2018	1-Jan-2019	1-Jan-2020
<b>Start</b>	\$53,150.54	\$54,080.67	\$55,027.09	\$55,990.06	\$56,969.89
<b>1 Year</b>	\$57,208.86	\$58,210.002	\$59,228.69	\$60,265.19	\$61,319.83
<b>2 Years</b>	\$61,266.04	\$62,338.20	\$63,429.11	\$64,539.12	\$65,668.56
<b>3 Years</b>	\$65,331.73	\$66,475.04	\$67,638.35	\$68,822.02	\$70,026.40
<b>4 Years</b>	\$66,819.28	\$67,988.62	\$69,178.42	\$70,389.04	\$71,620.85
<b>5 Years</b>	\$68,344.27	\$69,540.29	\$70,757.25	\$71,995.50	\$73,255.42
<b>6 years</b>	\$69,868.13	\$71,090.82	\$72,334.91	\$73,600.77	\$74,888.79
<b>7 years</b>	71,393.11	\$72,642.49	\$73,913.73	\$75,207.22	\$76,523.35
<b>8 years</b>	\$72,888.04	\$74,163.58	\$75,461.44	\$76,782.02	\$78,125.70
<b>9 years</b>	\$74,420.40	\$75,722.76	\$77,047.91	\$78,396.24	\$79,768.18

Scale C: ENG CAMERA/EDITOR, FLOATER

	Expired	1-Jan-2017	1-Jan-2018	1-Jan-2019	1-Jan-2020
Start	\$53,150.54	\$54,080.67	\$55,027.09	\$55,990.06	\$56,969.89
1 Year	\$57,208.86	\$58,210.02	\$59,228.69	\$60,265.19	\$61,319.83
2 Years	\$61,266.04	\$62,338.20	\$63,429.11	\$64,539.12	\$65,668.56
3 Years	\$65,331.73	\$66,475.04	\$67,638.35	\$68,822.02	\$70,026.40
4 Years	\$66,819.28	\$67,988.62	\$69,178.42	\$70,389.04	\$71,620.85
5 Years	\$68,344.27	\$69,540.29	\$70,757.25	\$71,995.50	\$73,255.42
6 years	\$71,393.11	\$72,642.49	\$73,913.73	\$75,207.22	\$76,523.35
7 years	\$72,888.04	\$74,163.58	\$75,461.44	\$76,782.02	\$78,125.70
8 years	\$74,420.40	\$75,722.76	\$77,047.91	\$78,396.24	\$79,768.18
9 years	\$75,944.26	\$77,273.28	\$78,625.57	\$80,001.51	\$81,401.54

SCALE D: SATELLITE/MICROWAVE TRUCK OPERATOR, MAINTENANCE TECHNICIAN, CREATIVE SERVICES PRODUCER/EDITOR

	Expired	1-Jan-2017	1-Jan-2018	1-Jan-2019	1-Jan-2020
Start	\$66,819.28	\$67,988.62	\$69,178.42	\$70,389.04	\$71,620.85
1 Year	\$68,344.27	\$69,540.29	\$70,757.25	\$71,995.50	\$73,255.42
2 Years	\$69,868.13	\$71,090.82	\$72,334.91	\$73,600.77	\$74,888.79
3 Years	\$71,393.11	\$72,642.49	\$73,913.73	\$75,207.22	\$76,523.35
4 Years	\$72,888.04	\$74,163.58	\$75,461.44	\$76,782.02	\$78,125.70
5 Years	\$74,420.40	\$75,722.76	\$77,047.91	\$78,396.24	\$79,768.18
6 years	\$75,944.26	\$77,273.28	\$78,625.57	\$80,001.51	\$81,401.54
7 years	77,468.68	\$78,824.38	\$80,203.81	\$81,607.38	\$83,035.50
8 years	78,964.17	\$80,346.04	\$81,752.10	\$83,182.76	\$84,638.46
9 years	82,912.38	\$84,363.35	\$85,839.71	\$87,341.90	\$88,870.38

SCALE E: TECHNICAL PRODUCTION COORDINATOR/DIRECTOR

	Expired	1-Jan-2017	1-Jan-2018	1-Jan-2019	1-Jan-2020
<b>Start</b>	\$71,393.11	\$72,642.49	\$73,913.73	\$75,207.22	\$76,523.35
<b>1 Year</b>	\$72,888.04	\$74,163.58	\$75,461.44	\$76,782.02	\$78,125.70
<b>2 Years</b>	\$74,420.40	\$75,722.76	\$77,047.91	\$78,396.24	\$79,768.18
<b>3 Years</b>	\$75,944.26	\$77,273.28	\$78,625.57	\$80,001.51	\$81,401.54
<b>4 Years</b>	\$77,468.68	\$78,824.38	\$80,203.81	\$81,607.38	\$83,035.50
<b>5 Years</b>	\$78,964.17	\$80,346.04	\$81,752.10	\$83,182.76	\$84,638.46
<b>6 years</b>	\$80,858.92	\$82,273.95	\$83,713.75	\$85,178.74	\$86,669.36
<b>7 years</b>	\$82,760.48	\$84,208.79	\$85,682.44	\$87,181.88	\$88,707.57
<b>8 years</b>	\$86,898.51	\$88,419.23	\$89,966.57	\$91,540.99	\$93,142.95

SCALE F: SUPERVISOR, TECHNICAL PRODUCTION

	Expired	1-Jan-2017	1-Jan-2018	1-Jan-2019	1-Jan-2020
<b>Start</b>	\$75,944.26	\$77,273.28	\$78,625.57	\$80,001.51	\$81,401.54
<b>1 Year</b>	\$77,468.68	\$78,824.38	\$80,203.81	\$81,607.38	\$83,035.50
<b>2 Years</b>	\$78,964.17	\$80,346.04	\$81,752.10	\$83,182.76	\$84,638.46
<b>3 Years</b>	\$80,858.92	\$82,273.95	\$83,713.75	\$85,178.74	\$86,669.36
<b>4 Years</b>	\$82,760.48	\$84,208.79	\$85,682.44	\$87,181.88	\$88,707.57
<b>5 Years</b>	\$84,705.34	\$86,187.68	\$87,695.97	\$89,230.65	\$90,792.18
<b>6 years</b>	\$88,940.61	\$90,497.07	\$92,080.77	\$93,692.18	\$95,331.80

- 17.1.1 The rates in the above schedules are minimum.
- 17.1.2 For purposes of computation, the hourly rate of the employee shall be 1/40 (ref: Article 14.1) of the weekly salary set forth above.
- 17.1.3 The wage scales will be increased across the board by one and three-quarters percent (1.75%) effective January 1, 2017, and by one and three-quarters percent (1.75%) effective

January 1, 2018, and by one and three-quarters percent (1.75%) effective January 1, 2019, and by one and three-quarters percent (1.75%) effective January 1, 2020.

17.1.4 Employees who are classified as over-scale, as a result of red-circling, shall receive a cash payment on the effective date of each increase during the term of the agreement. The cash payment shall be based on the employee's red circled rate multiplied by the percentage increase.

**ARTICLE 18: DURATION OF AGREEMENT**

18.1 This Agreement, and Appendix A, and the Letters of Agreement; 1 through 18, and Side Letters; 1, and 2, attached hereto shall commence on the 1st day of January, 2017, and remain in force ending on the 31st day of December, 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.

In witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2019.

CTV Ottawa (CJOH-TV) a Division of Bell Media Inc.

Unifor

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## APPENDIX "A": OUTSIDE ACTIVITIES

It is understood that the first professional obligation of the employee shall be to the Company. Employees shall be free to engage in activities for remuneration outside their hours of work provided that:

- (a) Without permission, such activities are not with organizations or companies in direct competition with CJOH-TV, its parent, subsidiary or affiliated companies;
- (b) Without permission, no employee may exploit their connection with CJOH-TV, its parent, subsidiary or affiliated companies in the course of such activities;
- (c) Such activity does not restrict their availability to, or adversely affect their work with CJOH-TV.
- (d) Annual leave may be requested for this purpose. However, such leave may be revoked at any time by the Company if the employee is required to report to work.

The Company will give reasonable consideration for each request, which shall be made in writing on a permission request form and submitted to the Scheduler. Decisions will be rendered in a timely manner. Anyone who is unsure of a particular circumstance should seek clarification from Human Resources.

Reviewed by:

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Michelle Wilson  
For CTV News

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Michelle Arruda  
For Unifor

## LETTER OF AGREEMENT #1: ANTI-HARASSMENT

It is the policy of the Company and the Union that all employees shall be treated with respect and dignity within the work place. Harassment of any kind will not be tolerated.

Workplace Harassment: Workplace harassment is any offensive, hurtful or malicious comment/conduct by an employee towards another employee that is known or ought reasonably to be known to be unwelcome.

Harassment is any behaviour which is perceived by an employee to deny them their self esteem, dignity or respect and is found to be offensive, embarrassing and humiliating. It may be verbal, physical, deliberate, unsolicited and may be one incident or a series of incidents. It may include:

- (a) verbal abuse, abusive language or threats;
- (b) unwelcome remarks, jokes and innuendos or taunting about a person's body, attire or sexual orientation;
- (c) practical jokes which cause awkwardness or embarrassment;
- (d) unwelcome invitations or requests, whether indirect or explicit, or intimidation;
- (e) leering at a person's body or other gestures;
- (f) condescension which undermines self-respect;
- (g) unnecessary physical contact such as touching, patting, pinching, punching;
- (h) physical (sexual) assault.

What Harassment is Not

Properly discharged supervisory responsibilities including disciplinary action are not considered to be harassment. A Union officer acting in good faith on behalf of a member of the union.

### What to Do if You are Being Discriminated Against or Harassed

Harassed

If you believe that you are being harassed you should not assume that the problem will go away by itself. You should not assume that the harassment has to be endured because of possible retaliation, nor should you feel guilty or embarrassed. The following steps should be followed:

1. Make your disapproval immediately known to the harasser.
2. Keep a written record of dates/times, the nature of the behaviour and any witnesses to the harassment.
3. If you do not want to deal directly with the harasser or if the harassment continues, you may verbally bring the complaint to the attention of a manager or Human Resources for assistance.  
Note: Complaints must be filed within six months of the last alleged incident.

4. If the complaint is not resolved at #3, a written and signed complaint may be filed with Human Resources.
5. Human Resources will advise the alleged harasser of the complaint within five working days and provide a copy of the complaint. You will be informed of this action. Note; if the alleged harasser is a member of a union, he/she may elect to have union representation at any time.
6. The alleged harasser may forward a written reply to Human Resources within five working days.
7. Both the complainant and the alleged harasser will discuss the complaint with only the persons involved in the investigation.

**The Manager:**

1. It is the responsibility of each manager to ensure that harassment does not occur in his/her department. It is also the manager's responsibility to protect employees from retaliation due to a complaint.
2. Upon receipt of the complaint, the manager will immediately meet with Human Resources to discuss the complaint.
3. The manager will refrain from discussing the complaint beyond those involved in the investigation.
4. Management has the continuing responsibility to stop any harassment that occurs in the workplace irrespective of a complaint.

**The Complaint Resolution Process:**

Upon receipt of the complaint, Human Resources must:

1. Interview the complainant and the alleged harasser not later than five days after the alleged harasser's written response to the complaint.
2. Interview any witnesses and document accurately information related to the complaint.
3. A recommendation will be reached by Human Resources in consultation with the manager (if he/she is not the harasser). The parties will be informed of any decision or plan of action.
4. All information will be kept confidential and will not be placed on the complainant's file.
5. An employee may file a Human Rights complaint with the Canadian Human Rights Commission, but it is generally expected that an employee will only pursue this direction should the internal investigation process not be resolved to the complainant's satisfaction.

Reviewed by:

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Michelle Wilson  
For CTV News

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Michelle Arruda  
For Unifor

**LETTER OF AGREEMENT #2: PRINCIPLES (part of article 8.4.1)**

Letter of Intent:

During the 2017 negotiations, the Company and the Union discussed in detail 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 workplace adjustment for long service members in the bargaining unit.

Reviewed by:

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Michelle Wilson  
For CTV News

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Michelle Arruda  
For Unifor

**LETTER OF AGREEMENT #3: SENIORITY LIST**

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.

Reviewed by:

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Michelle Wilson  
For CTV News

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Michelle Arruda  
For Unifor

LETTER OF AGREEMENT #4: SPEED UP

“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.

Reviewed by:

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Michelle Wilson  
For CTV News

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Michelle Arruda  
For Unifor

## LETTER OF AGREEMENT #5: PENSION PLAN

At the signing of this Agreement and until December 31, 2012 employees shall continue to participate in the Bell Media Inc. Retirement Plan for Employees at Ottawa (CRA # 0998872) or the CTV Defined Contribution Plan in which they are presently enrolled.

Effective on January 1, 2013 employees shall revert to the Pension Plan as outlined in Article 10.4. The Company agrees to provide a Special Retirement Allowance (SRA) to eligible employees as proposed and provided by the Company (attached to the Memorandum of Agreement). The SRA will accrue for every year of future service following January 1, 2013 (including for those employees on disability) and is payable upon the employee's retirement from Bell Media, pre-retirement death, or involuntary termination, which includes layoff.

The Company confirms that it will secure the SRA through a Retirement Compensation Agreement (RCA) as defined under the Income Tax Act. Therefore the Company will fund the SRA on an annual basis through a RCA via a separate trust.

Reviewed by:

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Michelle Wilson  
For CTV News

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Michelle Arruda  
For Unifor

**LETTER OF AGREEMENT #6: PAY CYCLE HARMONIZATION**

Effective January 1, 2013 the pay cycle will be harmonized by Bell Media; where employees will be paid biweekly one week in arrears through direct bank deposit. To facilitate this change employees shall be advanced one (1) extra weeks' pay prior to the harmonization and in the proceeding five (5) pay periods post harmonization one (1) days' pay shall be deducted. As an alternative to the deduction employees can indicate in writing that they wish the extra pay to be deducted from their accumulated Banked Time.

Reviewed by:

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Michelle Wilson  
For CTV News

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Michelle Arruda  
For Unifor

**LETTER OF AGREEMENT #7: WORK WEEK & WAGES**

Secretary

File Clerk

VTR Librarian

Switchboard/Receptionist

Electronic Graphic Artist

Office Clerk     Traffic

Commercial Production/Creative Services

Promotion /Creative Services

Accounting

Programming

Office Coordinator

In changing the regular work week for some employees from 37 ½ hours per week to 40 hours per week it is agreed that the Company will proportionally increase the weekly pay of affected employees by multiplying their hourly rate by 40.

Reviewed by:

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Michelle Wilson  
For CTV News

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Michelle Arruda  
For Unifor

**LETTER OF AGREEMENT #8: MAKE-UP ARTIST: LESLIE-ANNE BARRETT**

The Company has agreed that Leslie-Anne Barrett shall have her weekly hours increased to twenty-five (25) hours per week and as such she shall be eligible to receive benefits on ratification of this agreement.

It is understood that this agreement is only applicable to Leslie-Anne Barrett and that this commitment will not extend to Ms. Barrett's replacement whether temporary, part-time, or permanent.

Reviewed by:

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Michelle Wilson  
For CTV News

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Michelle Arruda  
For Unifor

**LETTER OF AGREEMENT #9: REMOTE ASSIGNMENT ASSISTANCE**

Assistance – In the operation of ENG-EFP cameras, Microwave Truck, Satellite Truck, and related equipment, it is understood that employees will not be unreasonably denied assistance when it is requested. The safety of the operator, other employees and the public shall take precedence over all other considerations.

Reviewed by:

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Michelle Wilson  
For CTV News

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Michelle Arruda  
For Unifor

**LETTER OF AGREEMENT #10: JURISDICTION**

It is agreed and understood that the members of 715M do not have jurisdiction over the work performed for productions outside of CJOH-TV.

Notwithstanding the above, the Company agrees to continue its current practices and will not use full-time Unifor 78M Camera and Microwave Truck Operators to do CTV National Bureau work unless the full-time Unifor 715M Camera and Satellite/Microwave Truck Operators are not available.

It is further agreed and understood that nothing in the paragraphs outlined above precludes the CTV-2 National News ENG Camera/Editor from performing his current duties in this position.

Reviewed by:

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Michelle Wilson  
For CTV News

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Michelle Arruda  
For Unifor

**LETTER OF AGREEMENT #11: 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 9.1.

Reviewed by:

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Michelle Wilson  
For CTV News

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Michelle Arruda  
For Unifor

**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.

Reviewed by:

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Michelle Wilson  
For CTV News

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Michelle Arruda  
For Unifor

**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 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.

Reviewed by:

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Michelle Wilson  
For CTV News

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Michelle Arruda  
For Unifor

**LETTER OF AGREEMENT #14: ENGINEERING**

The parties agree that the work performed by employees in Engineering Department at CJOH-TV is considered work performed to support all business units within the facility and employees not covered under this agreement working in the Engineering Department will also perform this work in the same manner. Further, the parties agree that neither group has exclusive jurisdiction over any of the work performed.

Reviewed by:

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Michelle Wilson  
For CTV News

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Michelle Arruda  
For Unifor

**LETTER OF AGREEMENT #15: DRONE OPERATIONS**

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 party 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.

Reviewed by:

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Michelle Wilson  
For CTV News

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Michelle Arruda  
For Unifor

**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.

Reviewed by:

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Michelle Wilson  
For CTV News

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Michelle Arruda  
For Unifor

**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.

Reviewed by:

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Michelle Wilson  
For CTV News

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Michelle Arruda  
For Unifor

**LETTER OF AGREEMENT #18**

The Company agrees that the following employees Tony Zito, Peter Szperling, Tyler Fleming will receive a 1.75% annual increase based on their 2016 base salary effective January 1<sup>st</sup> for each of the following years; 2017, 2018, 2019 and 2020.

Reviewed by:

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Michelle Wilson  
For CTV News

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Michelle Arruda  
For Unifor

**SIDE LETTER NO. 1: EMPLOYMENT EQUITY**

Employment Equity is a legislative initiative that is designed to improve the economic and social status of four designated groups in the workplace: women, aboriginal peoples, members of visible minorities and persons with disabilities.

The Company and the Union agree that no provision of the Collective Agreement is intended to be an obstacle to Employment Equity and the parties agree to support the legislation pertaining to Employment Equity, and to recognize that special efforts will be necessary to improve opportunities for members of the designated groups, in accordance with applicable legislation.

The Union acknowledges and supports initiatives in the work place to facilitate the qualification of individuals from designated groups for the purpose of meeting the Company’s Employment Equity goals. The Company agrees to consult the Union prior to implementing initiatives intended to facilitate this objective.

Reviewed by:

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Michelle Wilson  
For CTV News

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Michelle Arruda  
For Unifor

**SIDE LETTER NO. 2: DECLINATION OF BENEFITS**

Notwithstanding the provision of benefits for employees covered by this agreement an employee shall be permitted to decline Extended Health and Dental Benefits coverage. In the event that the employee decides to decline Health coverage they must demonstrate that they have coverage under a spouses' plan with another employer.

Reviewed by:

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Michelle Wilson  
For CTV News

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Michelle Arruda  
For Unifor