

# **COLLECTIVE AGREEMENT**

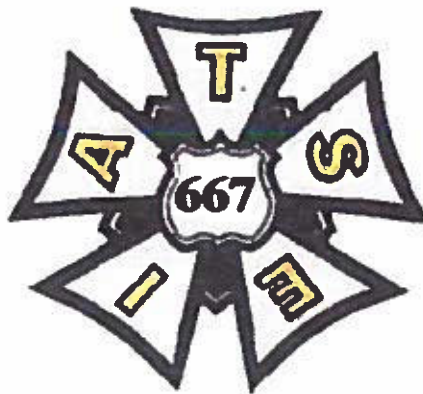
**BETWEEN**

**CTV Northern Ontario (Sudbury\Timmins)  
A division of Bell Media Inc.**



**And**

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE  
EMPLOYEES  
LOCAL 667**



EDSC, TRAVAIL  
ESDC, LABOUR

JAN 23 2021

SFMC  
FMCS

**Effective  
September 1, 2019 – August 31, 2022**

**THIS AGREEMENT MADE**  
**this 12th day of November, 2019**

**BETWEEN:**

**CTV Northern Ontario (Sudbury/Timmins)**  
**A division of Bell Media Inc.**  
**(hereinafter called the "Company")**

**OF THE FIRST PART;**  
**- AND -**

**INTERNATIONAL ALLIANCE OF THEATRICAL**  
**STAGE EMPLOYEES**  
**LOCAL 667**  
**(hereinafter called the "Union")**

**OF THE SECOND PART.**

**Effective from:**  
**To:**

**September 1, 2019**  
**August 31, 2022**

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**ARTICLE 1.00**      **GENERAL PURPOSE OF AGREEMENT**

- 1.01                      The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees and their Union and to provide an amicable method of settling any differences or grievances which may arise.

**ARTICLE 2.00**      **RECOGNITION**

- 2.01                      This Agreement is made between CTV Television Inc. (CICI - TV, Sudbury), a company hereinafter known as the Company, and the International Alliance of Theatrical and Stage Employees, , M.P.M.G. Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada. The Company recognizes IATSE Local 667 as the sole and exclusive collective bargaining agent for all of its employees of CTV Television Inc. (CICI - TV, Sudbury) working at 699 Froot Road, Sudbury save and except, president, vice-president, all secretaries engaged in or having access to confidential or management, labour functions or information, general manager, manager of accounting, manager of human resources, director regulatory affairs, manager of operations, director of engineering, manager of program/production, news director, assistant traffic manager, administrative assistant to president, traffic manager, general sales manager, manager co-op, sales representatives, promotion director, accounts receivable manager, manager information systems, systems analysts, payroll administrator, payroll manager, payroll accountant, computer operator, director commercial production, director local programming, manager technical services, manager creative services, marketing director and assistant marketing director and all others excluded by the Canada Labour Code.

**ARTICLE 3.00**      **NO OTHER AGREEMENTS**

- 3.01                      No employee shall be required or permitted to make a written or verbal agreement with the Company or his/her representative which may conflict with the terms of this Collective Agreement.

**ARTICLE 4.00**      **NO DISCRIMINATION**

- 4.01                      The Company and the Union agree there shall be no discrimination, intimidation, interference, restriction or coercion exercised or practiced with respect to any of the employees by reason of membership or activity in a Union, or race, creed, colour, age, sex, gender identity, gender expression, marital status, religion, nationality, ancestry, place of origin, sexual orientation, political affiliation or activity, family relationship or

physical and/or mental health disability.

**4.02** Use in this Agreement of the masculine or feminine gender shall be construed as including **all gender identities** of male and female employees, and not as specific sex designations.

**4.03** **No Harassment**

The Company and the Union are committed to working together to ensure a workplace, which is free from harassment. The parties further agree that no employee should be subjected to racial, sexual or any other type of harassment or shall be required to tolerate being subjected to such harassment while at work.

**ARTICLE 5.00** **HEALTH AND SAFETY**

**5.01** There shall be the establishment of a health and safety committee as detailed by the Canada Labour Code as amended from time to time.

**5.02** The provisions of Part II of the Canada Labour Code as amended from time to time shall be deemed to be incorporated herein.

**5.03** A copy of Part II of the Canada Labour Code shall be posted on both bulletin boards.

**5.04** In a potentially hazardous situation, no reasonable requests for assistance will be denied.

- (a) The company agrees that adequate safety barriers will be employed in all company vehicles between employees and baggage/equipment when travelling.
- (b) An employee who is approaching excessive hours of overtime while on out-of-town assignments may acquire suitable overnight accommodation subsequent to discussion with his/her immediate supervisor or upper management.

**5.05** Maintenance technicians will be required to obtain and maintain CPR certification at the Company's expense. Their time spent obtaining and maintaining CPR certification shall be considered as time worked. Such training will be made available to other employees at the Company's discretion.

**5.06** The minutes of Health and Safety Committee meetings shall be posted on the notice boards following each meeting.

**ARTICLE 6.00**      **UNION SECURITY**

**6.01**                      **Check-Off of Union Dues**

The Company agrees that it shall make payroll deductions for Union dues from all employees in the certified bargaining unit.

**6.02**                      **Amount of Dues**

The Union shall advise the Company, in writing, the amount of Union dues to be deducted, and of any changes in the dues structure made from time to time.

The Union is to notify the Company 30 days in advance of any of these changes coming into effect.

**6.03**                      **Indemnification**

It is understood and agreed that the Union will save the Company harmless from any and all claims which may arise against it by any Employee, or on behalf of any Employee, for amounts deducted from wages as provided in this Article.

**6.04**                      **Remittance to Union**

All Union dues deducted from employees shall be remitted to the Local's Secretary-Treasurer within two (2) weeks of every second pay period.

**6.05**                      **Union Information**

The Company shall supply the local unit chairperson with a list of the following information on January 1st and July 1st of each year. For all employees in the bargaining unit:

- a)      name, address;
- b)      date of hire;
- c)      seniority date;
- d)      job classification to which the employee is assigned;
- e)      salary or rate of pay.
- f)      anniversary date

**6.06**                      The employer agrees to acquaint new employees with the fact that a collective agreement is in effect and shall introduce the employee to the chief union steward or to the steward for their respective department, and to setup a meeting between the newly hired employee and the Union Representative.

**6.07**                      **New Hiring**

All new employees shall be provided with a copy of the Collective Agreement to be supplied by the Union.



The company shall continue its present practice to provide all new employees with a written statement from the Company clearly indicating his /her rate of pay, start date and job classification.

6.08      Transfers/Promotions/Demotions

All employees shall receive a written statement from the Company in the event of a permanent transfer, promotion or demotion, clearly indicating his/her rate of pay, start date and job classification.

6.09      Notice to the Union

The Company shall provide the Union Representative (Member At Large or Chief Steward) with a copy of the following:

- a) All job postings, at the time of posting;
- b) Notice of suspension, or any other disciplinary action placed on an employee's file within the bargaining unit.
- c) Notice of any employee being discharged, laid off, or terminating employment;
- d) Copy of all notices affecting Bargaining Unit members at the time of posting;
- e) Notice of Probationary Periods completed.
- f) Union information lists and seniority lists.
- g) Notice of leaves of absence granted.
- h) All written statements provided to all employees at time position is awarded with respect to all new hiring, transfers, promotions and demotions.

6.10      Notice Boards

- a) The Company agrees to the posting by the Union via notice boards, and company email, announcements regarding: elections, meetings, and the internal affairs of the Union. A copy of all such notices shall be forwarded to the General Manager or his designate prior to posting for review.
- b) The Company agrees to furnish 2 notice boards exclusively for the posting of Union notices.
- c) The Company agrees to provide space wherein the Union may locate a filing cabinet.
- d) It is agreed that the Union will save the company harmless from any or all claims arising from office Union postings.

6.11      Leave of Absences for Union Functions

Leave of absence without pay and without loss of seniority or benefits may be granted, upon request by the Union, for employees elected or selected to represent the Union at

Union Conventions, conferences, and/or schools, and at functions of any labour organization with which the Union is affiliated. Provided reasonable notice is received, permission for such leave will not be unreasonably withheld.

Such leave not to exceed seven (7) working days per employee in one (1) year. The Union Representative (Member At Large or Chief Steward) shall be exempted from the seven (7) working day restrictions for the performance of his/her union duties.

For the purpose of this article there shall be a ceiling of an aggregate total for all employees of twenty-five (25) days leave for union functions in each calendar year. Additional time off for the purpose of conducting union business may be granted by the Company subject to operational requirements.

6.12

#### Union Officers and Committee Members

Union officers and Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including investigation and processing of grievances and attendance at meetings with the Company. Permission to leave work during working hours for such purposes, shall first be obtained from the immediate supervisor or other member of senior management. Such permission shall not be unreasonably withheld. All time spent performing such functions and union duties, including work performed on various Management/Union committees, shall be paid as time worked at the regular hourly rate as defined by this Collective Agreement.

6.13

#### Union Negotiation Committee

- a) A Union Negotiating Committee shall be elected and consist of not more than five (5) members of the Union consisting of four (4) members from Sudbury including the member at large, and one (1) from Timmins. The Union will advise the Company of the Union Members on the committee and any changes to the composition of the committee from time to time.
- b) Upon request by the Union, the Company agrees to release without loss of seniority or other benefits, up to five (5) employees to attend contract negotiations sessions. Time off to attend these sessions shall not be viewed as Leave of Absence for Union Functions and shall not be treated as such.
- c) The employees elected to the Union Negotiating Committee shall be provided with one (1) common day off to attend a pre-negotiation meeting. The Union shall provide the Company with as much advance notice as possible, with a minimum of seven (7) days, prior to such pre-negotiation day. Time off to attend these sessions shall not be viewed as a Leave of Absence for Union Functions and shall not be treated as such.
- d) The Union will reimburse the Company for the wages paid to Union Negotiating Committee Members for the purpose of conducting negotiations and pre-negotiation meetings. Additional wage costs resulting from necessary rescheduling shall also be reimbursed to the Company.

6.14

#### Union Representation

The Company acknowledges the right of the Union to elect or otherwise select the following:

- a) One (1) steward from each department with 4 or more employees or a combination of departments whose total employees is 4 or greater.
- b) The Union will advise the Company of these appointments and or any changes thereto within a reasonable time.

6.15

Representation

Subject only to the provisions of this Agreement, the Company shall not bargain with or enter any other agreement with any employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Company without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson.

6.16

Labour Management Committee

The Company and Union jointly recognize a Labour Management Committee consisting of two (2) management and two (2) union representatives including senior station management and senior local union officials. The committee is to meet not less than once every month or as otherwise agreed between the parties, for the purpose of advising and consulting on matters impacting on the organization of the station.

**ARTICLE 7.00**

**MANAGEMENT RIGHTS**

7.01

The Union recognizes that the management of the Company and the direction of the working forces are fixed exclusively with the Company and shall remain solely with the Company except as specifically limited by the express provisions of this Agreement and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right and power of the Company to:

- a) maintain order, discipline and efficiency;
- b) hire, assign, direct, promote, transfer, layoff, recall, after layoff and discharge, suspend or otherwise discipline employees for just cause;
- (c) determine in the interest of efficient operations and the highest standards of service, work assignments, methods of performing the work and the working establishment;
- (d) determine and control all programs, the amount of supervision necessary, the machinery and equipment to be used, the standard of performance of employees, judgement and evaluation of personnel qualifications and the selection, procurement, designing and engineering of equipment which may be incorporated into the Company's operation;

- (e) make, enforce and alter from time to time rules and regulations to be observed by the employees which are not inconsistent with the terms and conditions of this Agreement.
- (f) Before implementing significant changes that affect a classification, group, or single employee, the company will advise and explain such proposed changes to the Union 7 days prior to informing the affected employee(s).

7.02

It is agreed that the Company may exercise any of the rights, powers, functions or authorities which the Company had prior to the signing of this Agreement except those rights, powers, functions or authorities which are specifically abridged, modified or negated by this Agreement and only to the extent by which such rights, powers, functions or authorities are so abridged, modified or negated by this Agreement.

#### **ARTICLE 8.00                    GRIEVANCE AND ARBITRATION PROCEDURE**

8.01

The grievance procedure herein defined is among the most important matters in the successful administration of this Agreement. A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement. Wherever the term "grievance procedure" is used in this Agreement, it shall be considered as including the Arbitration Procedure.

8.02

Whenever this procedure is used, the differences in question shall be discussed in a fair and reasonable manner and shall be dealt with in good faith.

All time limits referred to in the Grievance Procedure herein contained shall be deemed to mean "working days". Working days are defined as from Monday to Friday, excluding Statutory Holidays, and not to be construed to mean grievor's working days.

8.03

The time limits set out in both the grievance procedure and arbitration procedure shall be strictly observed by the parties to this Agreement, but may be extended by mutual consent.

8.04

All grievances must be in writing, setting out the matter complained of, the provisions of the Collective Agreement allegedly broken, the remedy sought, and signed by the grievor and the Union Representative (Member At Large or Chief Steward). A copy shall be sent to the respective manager and the General Manager or his/her designate.

8.05

A specific complaint or grievance by an employee which has been settled shall not again be made the subject matter of a complaint or grievance by that employee during the lifetime of the Agreement.

8.06

A grievor whose attendance is required at Grievance Proceedings shall receive permission with pay to be absent from work if working. The Union must make such request in writing as soon as practicable and in any event not less than 48 hours prior to the required attendance.

8.07

No grievance shall be considered where the circumstances giving rise to it occurred or

originated more than fifteen (15) working days before the filing of the grievance.

8.08

STEP I

The aggrieved employee shall present his/her grievance, in writing, and shall have the Union representative of his/her choice present if the employee desires. The grievance shall be submitted to the respective manager. If a settlement satisfactory to the employee and Union is not received by the employee in writing within seven (7) working days following the presentation of the grievance, the grievance may be presented as follows at any time within fifteen (15) working days following the receipt of the Step I written reply.

STEP II

The aggrieved employee may present his/her grievance to the General Manager of T.V. or his/her designate and shall have the Union Representative of his/her choice present if the employee desires. The General Manager of T.V. or his/her designate shall render the decision in writing, within seven (7) working days after receipt of such written grievance. If a settlement satisfactory to the Union is not received in writing by the employee, the Union, may at any time within twenty (20) working days following receipt of the decision of the General Manager of T.V., submit the matter to arbitration.

8.09

The submission to arbitration shall be by way of notice and the notice to arbitrate shall contain name and address of the moving party's nominees to the Board, and shall also contain a copy of the original grievance. The party giving such notice shall be bound by the same and shall be restricted at arbitration to the issues presented by the notice.

8.10

Where a grievance is referred to arbitration, the following procedure is to apply:

- (a) Within ten (10) working days after receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the Arbitration Board.
- (b) The two (2) appointees so selected shall, within ten (10) working days after receipt of notice of the appointment of the second of them, appoint a third person who shall be Chairman of the Arbitration Board.
- (c) If the recipient of the notice fails to name an appointee, or if the two (2) appointees fail to agree upon a Chairman within the time limit, the appointment may be made by the Federal Minister of Labour upon request of either party.
- (d) The Arbitration Board is to be governed by the following provisions:
  - (1) The Arbitration Board shall hear the grievance and shall issue a decision which is final and binding upon the parties and upon any employee affected by it.
  - (2) The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs.
  - (3) Each of the parties shall pay one-half (1/2) remuneration and expenses

of the Chairman of the Board.

- (4) The Board shall not have the power to alter or amend any of the provisions of this Agreement.
- (5) The Arbitration Board shall have access to the Company's premises, to view working conditions, machinery, or operations which may be relevant to the resolution of the grievance.
- (6) The Board shall have jurisdiction to determine whether a grievance is arbitrable.
- (7) No grievance shall be defeated or denied by any formal or technical objection. The Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he/she deems just and equitable. The Board shall not have the power to change, modify or amend the provisions of the Agreement.

8.11 Either party to the Agreement may request the other to have a grievance presented to a sole arbitrator rather than a Board of Arbitration. In the event the other party agrees, the provisions of Article 8.00 shall be so read to substitute the term "arbitrator" for "Board" and the provisions for the selection of the two (2) appointees to the Board shall not apply.

#### **ARTICLE 9.00            UNION POLICY GRIEVANCE AND COMPANY GRIEVANCE**

9.01 A Union Policy Grievance or a Company Grievance may be submitted to the Company or the Union, as the case may be, in writing within fifteen (15) working days as defined in article 8.02 from the time the circumstances upon which the grievance is based were known or should have been known by the griever. A meeting between the Company and the Union shall be held at Step III of the Grievance Procedure. The Company or the Union agrees to reply to the grievance, in writing, within five (5) working days after said meeting. Where the Union files with the Company a grievance under this Article it shall be signed by an officer of the Local Union.

9.02 In the event that the grievance is not settled to the satisfaction of either party, it may be processed through the arbitration provisions of this Agreement.

9.03 The provisions of the aforementioned paragraphs may not be used by the Union to institute a grievance directly affecting the employee or employees where such employee or employees could themselves institute a grievance on their own behalf in the normal fashion under this Agreement.

**ARTICLE 10.00**      **DISCHARGE CASES**

- 10.01                      A claim by a seniority employee that he/she has been discharged or suspended without just cause, shall be treated as a grievance and shall commence at Step II of Article 8.00, provided a written grievance is signed by the employee and is presented to the General Manager or his/her designate in accordance with all other provisions in this agreement following the action giving rise to the grievance.
- 10.02                      All seniority employees being discharged shall receive a written statement from the Company clearly stating the reasons and a copy of this statement shall at once be forwarded to the Union Representative (Member At Large or Chief Steward).

**ARTICLE 11.00**      **TECHNOLOGICAL CHANGE**

- 11.01                      The Technological Change provisions of Part I of the Canada Labour Code, section 51-55 inclusive, as amended from time to time, shall be deemed to be incorporated herein;
- A copy of the said sections 51-55 inclusive shall be posted on both notice boards.
- 11.02                      Prior to implementing technological change, the Company agrees to consult with the Union regarding the nature and extent of the change, the planned timing, and the anticipated effects the change will have on staff and operations.

**ARTICLE 12.00**      **NO STRIKES OR LOCKOUTS**

- 12.01                      There shall be no strikes by the Union nor lockouts by the Company so long as this Agreement continues to operate.
- 12.02                      The word "strike" shall be defined as including a cessation of work, refusal to work or to continue to work by employees, in combination or in concert or in accordance with a common understanding, or a slowdown of work or other concerted activity on the part of employees in relation to their work that is designed to restrict or limit output.
- 12.03                      The word "lockout" shall be defined as including the closing of a place of employment, a suspension of work by a Company or a refusal by a Company to continue to employ a number of its employees, done to compel its employees, or to aid another Company to compel its employees, to agree to terms or conditions of employment.
- 12.04                      The Company shall not require any bargaining unit employee perform the duties of any other person who is engaged in a lawful strike, or to originate a program or programmes expressly for the purpose of strike breaking.

**ARTICLE 13.00**      **CROSSING OF PICKET LINES DURING STRIKE**

- 13.01                      An employee covered by this agreement shall have the right to refuse to cross a picket line where a strike or lockout is in effect, where he/she has good reason to believe that such crossing may endanger him/her or his/her property or another person or their property, in which case he/she will, if required by the Company, furnish a signed written statement to such effect. Failure to cross a picket line for such reasons shall not be considered a violation of the agreement, nor shall it be grounds for disciplinary action under such circumstances.

**ARTICLE 14.00**      **SENIORITY**

- 14.01                      Seniority is defined as the length of service in the bargaining unit within their respective station only. Seniority rights cannot apply between both stations (Timmins and Sudbury). A senior employee in Sudbury for example cannot use his rights in Timmins and vice versa.

14.02                      Seniority List

The Company shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two (2) or more employees commence work on the same day, seniority shall be in accordance with the date of the application for employment. An up-to-date seniority list shall be posted on both notice boards on January 1st and July 1st of each year and shall remain posted at all times.

14.03                      Loss of Seniority

Seniority rights and employee benefits will cease for any of the following reasons, and the employee shall be deemed terminated:

- a)            if the employee voluntarily quits;
- b)            if the employee is discharged and such discharge is not reversed through the grievance and arbitration procedure;
- c)            if the employee is absent from work for two (2) working days without securing a leave of absence, unless reason satisfactory to the Company is supplied;
- d)            if an employee has been on layoff and fails to respond to a recall notice by registered mail to his/her last known mailing address with the Company, within seven (7) working days, indicating his/her intent to return and does not return within an additional seven (7) working days after receipt of such notice unless reason satisfactory to the Company is supplied;
- e)            if an employee is on layoff for twelve (12) consecutive months;
- f)            an employee's seniority will not be terminated when remaining away from work because of sickness or disability, provided the employee notifies the



Company within two (2) working days. The employee, returning from sick or disability leave, after two (2) working days absence, must, if required by the Company, present a letter from his/her physician stating that the employee is fully recovered and able to perform the duties of his/her job. Any physician's costs incurred in obtaining a physician's statement will be borne by the Company.

- g) In the event an employee with more than one (1) year of seniority is laid off, granted leave of absence, or transferred to a position within the Company not covered by this Agreement:
  - 1) Continuity of service for the purpose of seniority shall be considered unbroken if he/she returns to the status of an employee within one (1) year or,
  - 2) If he/she returns to the status of an employee after one year has elapsed, his/her seniority upon his/her return shall be that which he/she had on the effective date of such layoff or transfer.
- h) For the purpose of determining Seniority as it applies to the Company Pension Plan and vacation entitlement only, seniority shall be determined based on length of service from the start date with the employer.

14.04

**Probation for Newly Hired Employees**

All newly hired full time employees shall be on probation for the first six (6) calendar months of employment. During the probationary period, the Company may release the employee at any time.

Time lost by a probationary employee for personal or health related reasons shall not be counted toward the completion of the probationary period. In such absences, the probationary period will be extended by the number of working days the employee was absent from work.

All employees shall receive a written notice upon successful completion of his/her probationary period.

It is expressly understood and agreed that a probationary employee does not have access to the discharge provisions of this Collective Agreement.

14.05

Part-time, term or temporary work performed for the Company shall be given full credit in the event of such individual being hired full-time but this shall not cut the trial period after full-time hiring to less than six (6) calendar months as outlined in Article 14.04.

**ARTICLE 15.00 LAYOFF AND RECALLS**

15.01

**Definition of Layoff**

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

15.02

Where an employee is to be laid off from a job, such layoffs shall proceed in inverse order of Union seniority from within those job classifications affected (said job classifications are listed in article 34.03) regardless of the work assignment. The union agrees the Company may offer senior employees within an affected classification voluntary separation package as part of a workforce reduction program consistent with article 15. The company agrees to consider an application from senior employees, in an affected classification, who may wish to volunteer to be laid off if it would prevent the layoff of a junior employee (consistent with article 15.) Any employee who has been given notice of layoff can displace (bump) any other full-time employee in the bargaining unit with less seniority provided the employee has the qualifications and abilities to perform the job at a comparable level to the employee being displaced, as determined by the Company. **A suitable training and trial period, determined by the Company, will be allowed if required.** Only when an employee has exhausted their bumping rights with respect to full-time position may the employee then move into the part-time pool. Notwithstanding, article 15.04, an employee who moves into the part-time pool shall adopt the wages and working conditions of other part-time employees.

An employee who bumps into a higher job classification shall receive a salary increase to the next grid level within the higher job classification that is closest to but greater than the employee's salary prior to the bump.

Employees who volunteer to be laid off from employment or are approached by the company to volunteer to be laid off shall receive in addition to the payments under Article 15.03, receive one (1) additional week severance pay per year of service to a maximum twelve (12) additional weeks of severance pay.

15.03

The Company shall provide the Union with six (6) weeks written notice of any layoff. Such notice shall be considered inclusive of any notice required by statute.

An employee laid off and deemed terminated pursuant to any statute, will receive severance pay equal to three (3) weeks' pay for each year of continuous service, prorated to the nearest month to a maximum of sixty (60) weeks' salary. The above-noted severance payment shall be deemed to include any severance required pursuant to any statute.

When an employee is terminated as set out above, the Employer will pay one hundred percent (100%) of the cost of the employee's medical and group insurance benefits coverage for a period of six (6) months or until the terminated employee secures alternative employment, whichever should first occur except short-term, long-term disability and life insurance.

15.04

An employee who has reverted, as the result of a layoff, to a lower job classification and whose salary at the time is higher than the maximum of the group to which he/she reverted, shall continue to receive the higher salary which shall be frozen (red-circled) until such time as the salary in the lower-rated job classification reaches the employee's salary and then such employee will proceed with the established grid system.

15.05

Recall Procedure

- a) All Employees shall be recalled to permanent, full-time vacancies within twelve (12) months of said layoff. They shall be recalled in the reverse order of their lay off providing the employee has the skill, competence and ability, as determined by the Company to perform the work of the more senior employee. While on recall, employees will be offered term employment if they possess the necessary skill, competence and ability, as determined by the Company. However, their recall rights to a permanent full-time vacancy within twelve (12) months of layoff remain unaffected. It is understood that there will be no further bumping activities or layoff notices when an employee accepts a term position.
- a) An employee who was laid off and bumped to a lesser job classification will retain recall rights to his/her former laid off position, should a vacancy occur within twelve (12) months from the layoff notification date, provided the employee has not had a break in continuous service as defined in Article.

15.06

No New Employees

New employees shall not be hired until those on layoff have been given an opportunity of recall. The employee must take the recall or his/her employment will be terminated.

**ARTICLE 16.00**      **TEMPORARY VACANCIES**

Temporary vacancies shall be defined to be any temporary assignment not expected to exceed twenty-five (25) consecutive working days.

16.01

- (a) Temporary vacancies are to be filled from within the bargaining unit when bargaining unit employees are qualified to perform the work and are assigned by management to such temporary assignments. An employee may, in mitigating circumstances, request to be relieved from such assignment if such assignment requires additional workload.
- (b) When filling temporary vacancies within the bargaining unit, the transferred employee shall receive his/her same rate of pay and will be paid in accordance with Article 32.07 (a), if applicable.
- (c) Employees filling vacancies under the provisions of Article 16 whom are employees of CTV Television Inc. (CICI-TV, Sudbury) but not members of the bargaining unit, shall not be subject to the provisions of the Labour Agreement nor will they be required to pay Union dues.

16.02

No employee shall be transferred or promoted to a position outside the bargaining

unit without his/her consent. Where an employee covered by this Agreement is temporarily transferred or temporarily promoted to a position outside the bargaining unit, he/she shall be deemed to be covered by this Collective Agreement. The provisions for rates of pay that apply in Article 16.01 shall also apply to any employee temporarily transferred to a position outside of the bargaining unit, except in cases mutually agreed upon by the parties.

16.03

Term employment shall be defined to be any specified time period of employment that shall not normally exceed two (2) months as outlined in Article 18.01 with respect to Leave of Absence; or shall not exceed twelve (12) months as outlined in Article 18.02 with respect to maternity and /or parental leaves; or shall not exceed thirty (30) months with respect to short-term and long-term disability leaves. In the case of a newly hired employee, such employment shall be terminated at the conclusion of the specified term without access to the discharge provisions of the Collective Agreement on the part of such employee. In the case of a part-time employee, at the conclusion of the term, he/she shall revert to his/her former position without loss of seniority. In the case of a full-time employee filling a Term Employment vacancy, at the conclusion of the term, he/she shall revert to his/her former position without loss of seniority.

All employees being hired on a term employment shall receive a written statement from the Company clearly stating the term of the employment, the job classification and the wages. A copy of this statement shall be forwarded to the Union Representative (Member At Large or Chief Steward).

16.04

All internal applicants interested in fulfilling a temporary or term employment vacancy which has been posted shall formally apply for the vacancy as per the application procedures and guidelines of the job posting.

## **ARTICLE 17.00      VACANCIES**

17.01

When a new position is created, or when a vacancy of more than 25 working days occurs inside the bargaining unit, the Company shall post notice of the position on all notice boards for minimum of one (1) week so that all members will know about the vacancy or new position. All postings shall contain the information outlined in article 17.02.

Employees off sick or on vacation during the posting period, shall have the right to apply late, provided that such application is received prior to the successful applicant being selected.

When the Company creates a new position within the Bargaining Unit prior to posting, the Company shall first advise the Union in writing of their intentions, clearly stating the proposed position:

- a)    Job Title
- b)    Duties and responsibilities to be performed
- c)    Effects that may be felt and possible changes to other related jobs

- d) Reasons to effect such change
- e) Proposed salary grid classification

The Company agrees to allow the Union seven (7) working days to investigate the possible effects and to file a written response. The Company agrees to meet with the Union to discuss the details of the new position. The posting for this job will indicate this is a "Newly Created Bargaining Unit Position".

17.02

Information in Postings

All postings shall contain the following information:

- a) Job Classification
- b) Position Title if different from a)
- c) The required knowledge, qualifications, education and other skills
- d) Hours of Work including shift work
- e) Salary Range
- f) Date of Posting
- g) Department and person to whom applications should be directed
- h) Bargaining Unit or Non-Bargaining Unit
- i) Vacancy or Newly Created Bargaining Unit Position
- j) Location (For Sudbury IATSE/SUDBURY/667)

17.03

Role of Seniority in Filling Vacancies

Both parties recognize:

- 1) the principle of promotion within the service of the Company;
- 2) that job opportunity should increase in proportion to seniority;

Therefore, in filling vacancies, the appointment shall be made of the applicant with the greatest seniority having the skill, competence and efficiency as determined by the Company.

17.04

Nothing in the Agreement shall be interpreted as requiring the Company to fill any vacancy. If there are not suitable applications, the Company may fill the vacancy from any source.

The Company will consider ability, skill, competence, efficiency and seniority of

persons within the bargaining unit when filling a vacancy from within the bargaining unit which has been created by filling a posted position.

Before interviewing outside applicants, vacancies in Sudbury will be posted first in Sudbury for a period of one (1) week. The bargaining unit members in Sudbury shall be processed and interviewed before interviews are granted to outside applicants. If no suitable applicant is found in Sudbury, the vacancy will be posted in the Timmins bargaining unit where applicants will be processed and interviewed. Only after these processes will the company grant outside applications. Before interviewing outside applicants, vacancies in Timmins will be posted first in Timmins for a period of one (1) week. The bargaining unit members in Timmins shall be processed and interviewed before interviews are granted to outside applicants. If no suitable applicant is found in Timmins, the vacancy will be posted in the Sudbury's bargaining unit where applicants will be processed and interviewed. Only after these processes will the company grant outside applications.

It is understood that this process can occur simultaneously.

17.05 Within seven (7) calendar days of the date of such appointment, the name of the successful applicant shall be posted on all notice boards.

17.06 The successful applicant will be on trial for a period of the three (3) calendar months worked, if the transfer is to a different job classification. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his former position, wage salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

When an existing Bargaining Unit employee applies for and when operationally possible as determine by the Company, is offered a Term Employment vacancy (as defined in Article 16.03) that is in a lower pay classification, the employee will maintain his/her regular wages during the Term Employment vacancy.

17.07 Should the employer be required to fill such vacancy with either a newly hired employee or a part-time employee, the employment shall be on a term basis as defined in article 16.03. In the case of a newly hired employee such employment shall be terminated at the conclusion of such term without access to the discharge provisions of this Collective Agreement.

In the case of a part-time employee, at the conclusion of the term he/she shall revert to his former position without loss of seniority.

## **ARTICLE 18.00 LEAVE OF ABSENCE**

18.01 Requests for leave of absence by seniority employees must be made to the employee's supervisor, and, if granted, such leave of absence will be confirmed in writing and without pay or any other monetary benefit under the provisions of the

Agreement. Leave of absence, except as otherwise provided herein, shall be permissive only, and shall be understood to mean an absence from work requested in writing by the employee and consented to in writing by the employee's supervisor covering a permitted period of time for personal reasons. Leave of absence will not be granted to accept other employment of any kind. The Company agrees, as a matter of policy, to attempt to co-operate with employees with respect to leaves of absence for personal reasons, wherever practical. Normally, a leave of absence will not be granted for a period in excess of two (2) months.

Prior to commencing a leave of absence for personal reasons, the employee will be required to use all vacation and accumulated reserve time. Exceptions shall be provided for employees on personal leave for compassionate reasons.

**18.02**

**Leave for employees with Child Care Responsibilities**

- a) An employee with the Company shall be granted child care or adoption leave, without pay, under the conditions of eligibility set forth in the applicable Company practices currently in effect, or as amended from time to time following consultation with the Union.
- b) In addition, a Regular employee who has completed six (6) consecutive months of continuous employment with the Company and who meets the conditions of eligibility contained in the applicable Company practices shall receive an allowance under the Supplemental Allowance Plan in accordance with these same practices.

**18.03**

An Employee who is required to attend a sitting of the citizenship court during scheduled work for the purpose of obtaining Canadian citizenship shall, on one occasion only be granted one (1) day's leave of absence with pay provided that he/she gives at least five (5) working days written notification.

**ARTICLE 19.00**

**JURY DUTY PAY**

**19.01**

Each full time employee who is summoned to and reports for jury duty or as a court witness, as prescribed by applicable law (subject to the eligibility requirements set out below) shall be receive their salaries during such periods, less the fees received for such service.

- a) The employee shall inform the Company within twenty-four (24) hours from his/her receipt of notice that he/she has been summoned for jury duty or as a court witness;
- b) The employee shall furnish satisfactory evidence to the Company that he/she has reported for and performed jury duty or court witness duty on the days for which he/she claims payment, and shall furnish acceptable proof of the amount of jury duty or court witness pay received by him/her;
- c) If released for the day prior to 12:00 noon on a day while serving on a jury or obeying a subpoena, the employee shall call the Company to see if there is a requirement to report to work on that day.

- d) Employees serving on a jury will not be assigned to work on evenings, or weekends during such jury service. For the purposes of scheduling only, jury duty/court witness duty shall be considered as time worked.
- e) It is the obligation of any employee to notify his/her supervisor as soon as practicable upon being released from such duties.

## **ARTICLE 20.00        BEREAVEMENT LEAVE**

- 20.01                      When an employee is required to be absent due to death in his/her family (spouse, common-law partner or child, father, mother, sister, brother or step parent), bereavement leave with pay will be five (5) days for the purposes of attending the funeral. In the case of the death of other family members (legal guardian, spouse or common-law partner of the father or mother, mother-in-law (including common-law), father-in-law (including common-law), daughter-in-law, son-in-law, grandparents, grandchildren, child of spouse or common-law partner or any relative permanently residing in the employee's household or with whom the employee resides, the granted leave with pay will be for three (3) days for the purpose of attending the funeral.
- 20.02                      Pay for such bereavement leave will be limited to the number of scheduled working days prescribed above which fall within the period immediately following the day the death occurred plus one (1) day to attend the funeral if not within the prescribed days above. This entitlement is not available while an employee is on leave of absence or on sick leave. The term "funeral" does not include "memorial service". Payment for such funeral days shall be at the employee's basic regular hourly rate exclusive of premium.
- In the event interment for an immediate family member occurs at a time other than the funeral, one (1) additional tour of duty shall be granted for the purpose of attending the funeral service. This entitlement is not available if an employee would not have been required to work on such day or while an employee is on vacation, leave of absence or sick leave.
- 20.03                      In the event that an employee is entitled to bereavement leave as per article 20.01 and is on vacation/reserve time off at the time of such bereavement, the employee shall be able to re-schedule the respective vacation days or reserve hours at a mutually agreeable time with his/her supervisor. The employee shall notify the Company of the bereaved to indicate the period in which vacation/reserve time will not be used. If necessary, travel time will be granted based on travel required from the employee's normal place of residence or geographic location at the time of bereavement, whichever is less.



**ARTICLE 21.00      SICKNESS ABSENCE**

Absence Due to Sickness or Quarantine Prior to the Eighth Full Calendar Day of Absence

21.01

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.

- a) Where such absence extends to three (3) or more consecutive days, the Company shall require a doctor's certificate, or other satisfactory evidence to substantiate this absence. For an absence of less than three (3) days, the Company may require that the employee provide a written declaration of illness.
- b) Regardless of the length of sick leave as outlined in part (a), when the absence rate of an employee is greater than the average annual absence rate within the company, the Company may request a doctor's certificate, or other satisfactory evidence to substantiate sick leave claims beyond such average absence rate.
- c) It is understood that any secondary reports or certifications required by the Company would be at the Company's expense.
- d) Employee's that are sick shall inform their manager or supervisor. Proper means of communication would be to:
  - a. Call in
  - b. Send email to manager and cc supervisor and the operations assistant

21.02

Absence Due to Sickness or Quarantine on or after the Eighth Full Calendar Day of Absence

Upon the eighth full calendar day of an absence covered under Section 21.01, such an absence shall be treated in accordance with applicable Company practices currently in effect, or as amended from time to time following notification to the Union.

**ARTICLE 22.00      EMPLOYEE BENEFIT PLANS**

22.01

The Company agrees to review with the Union, prior to its implementation, any change in the level of benefits provided to employees covered by this Agreement under the following:

The Pension Plan

The health, life and accident insurance coverage under the Omniflex Benefits Program

The Disability Plans.

22.02

Medical Appointments

Employees will attempt to schedule medical doctor, dental and eye appointments on

their own time. When they are unable to do so and upon reasonable notice, time off without loss of pay shall be granted to employees for the purpose of attending medical appointments. When possible, employees will attempt to schedule such appointments at times and on dates which shall minimize disruption to the work force. To qualify for such time off with pay, the employee may be required to produce a written doctor's confirmation of appointment.

## **ARTICLE 23.00 VACATIONS WITH PAY**

23.01 Employees shall be entitled to an annual vacation as follows:

### **Vacation Entitlement**

<b>Years of Service</b>	<b>Vacation Days™</b>
<b>Less than 1</b>	<b>1.5 days per month for a maximum of 15 days</b>
<b>1 – 6</b>	<b>15 days</b>
<b>7 – 11</b>	<b>20 days</b>
<b>12 – 17</b>	<b>23 days</b>
<b>18 – 24</b>	<b>25 days</b>
<b>25 and above</b>	<b>30 days</b>

Employees who have already reached a vacation entitlement that is greater than Bell's policy as of January 1, 2014, will be grandfathered at their existing entitlement until they reach a higher vacation entitlement under Bell's policy.

23.02 Vacation pay shall be the greater of:

- a) as provided in Article 23.01, or
- b) as provided in the Canada Labour Code. Vacation pay means four percent (4%) or after five (5) consecutive years of employment by one Employer, six percent (6%) or after ten (10) years or more on continuous service eight percent (8%) of the gross wages of an employee during this year of employment in respect of which he/she is entitled to the vacation. Vacation pay is only payable for actual time worked and during the bumping period as per Article 15.05 a). If pay in lieu of notice is given, the Union and the Company agree that vacation pay is not owing.

23.03 Prior to September 30<sup>th</sup> the company will post the minimum staff requirements needed in all departments for regular working weeks as well as the minimum staff requirements for stat holidays and during ratings. The company reserves the right to modify staff requirements at any point in the year. The company will inform the union 30 days prior to formally making such changes.

September 1st of each calendar year, the Company shall post a reminder call and calendar for Vacation Scheduling Requests for the upcoming vacation year January 1 through December 31. Employees must submit their vacation request on a form prescribed by the Company by September 30<sup>th</sup>. All employees who have failed to submit their request by September 30 will lose their seniority preference for vacation.

By October 15 of the same calendar year, each department will post a calendar, with employees listed in order of seniority indicating approved employee vacation requests. Those employees being denied their requested vacation will have five (5) working days from October 15 to submit an alternate vacation request with seniority preference for remaining vacation periods available on the calendar as posted on October 15.

The Company will post the confirmed vacation schedule in each department by November 1 of each year.

- 23.04 Vacation schedules shall be so arranged as to cause, in the judgement of the Company, the least possible impact or interference with the efficient performance and operation of the Company. The best efforts of both the Employee and the Company will be made to arrange a mutually agreeable vacation schedule.
- 23.05 The vacation year shall be from January 1 to April 30 of the following year. In no case shall vacation allowance be carried over or accumulated from one vacation year to the next except by special written permission from the Station Manager.
- 23.06 The Company agrees to co-operate with the employees in making provisions that, where possible, employees may take two weeks of their annual vacation in a single period and if work load permits to make provision for those having more than two (2) weeks' vacation to take the complete vacation at one time.
- 23.07 Part-time employees shall be covered by this Schedule when required by legislation.
- 23.08 Vacation not taken in time off prior to leaving the company will not be paid (except what is required by the Labor Code if applicable). In such circumstances, the employee's vacation eligibility before leaving the company is prorated according to the portion of the year worked
- 23.09 The employer reserves the right to alter scheduled vacations up to thirty (30) days prior to the intended commencement of such vacation and the employee shall accept such decision. Should an employee suffer any provable monetary loss as a result of such management decision, the employee shall be entitled to full reimbursement of such losses.
- Should the Employer fail to give an Employee proper notification of vacation schedule changes, all time worked during the employee's intended vacation period shall be paid at double the prevailing rate. (The Employee is still entitled to his/her vacation at a time mutually agreeable to the Employer and Employee). An Employee shall be entitled to time, in lieu of wages, at a time that is mutually agreeable to the Employer and Employee.
- 23.10 Should an employee request vacation using either vacation or reserve time, without having given thirty (30) days' notice, and even if such time off is approved, the Company may for operational requirements, cancel, reschedule, or alter such vacation without penalty up to forty-eight (48) hours prior to such time off commencing. With cancellation of less than forty-eight (48) hours' notice, time worked shall be paid at double the prevailing rate.
- 23.11 **Receipt of vacation requests shall be acknowledged within 48 hours of the initial request.** All requests for vacation or reserve time off shall be approved or denied in

writing or email within five (5) working days of initial request.

**ARTICLE 24.00**      **STANDBY AND CALL-BACK**

- 24.01      Employees assigned to stand-by during their off hours shall be compensated at the rate of two dollars (\$2.00) per hour. However, when assigned to stand-by on a scheduled day off, a minimum payment of forty dollars (\$40.00) shall be paid. Stand-by shall be computed separately from the workweek and shall be paid in addition to any payments required under the Agreement for time worked.
- 24.02      When employees are called back to work after a completed tour of duty, the employee shall be paid at the rate of one and one-half (1 ½) times their basic hourly rate of pay for actual time worked with a minimum credit of four (4) hours.
- Call-back refers to unscheduled hours worked that are not expected to extend into the next tour of duty and only applies when the work being performed is required between tours of duty on consecutive calendar days or on the calendar day prior to days off, holidays and vacation.
- 24.03      An off-duty employee who provides operational assistance over the telephone shall be entitled to thirty (30) minutes of regular pay at the overtime rate of one and one half (1 ½) hours, subsequent to Manager's approval.

**ARTICLE 25.00**      **TRANSPORTATION**

- 25.01      Employees using their cars for business purposes, with prior approval of their supervisor, shall submit a claim for mileage. Mileage will be reimbursed at the rate being paid by the company at the time for such use.
- An employee shall have the right to refuse to use their personal vehicle for Company business. Refusal to do so shall not be grounds for disciplinary action.
- 25.02      Employees using a taxi for transportation, as approved by their supervisor shall be reimbursed the full costs of such transportation on submission of receipted expense claim.
- 25.03      When employees are required to end or start a tour of duty at a time when public transportation is not available and other arrangements cannot be made by such employees, taxi fare home will be provided, when required to a maximum of twenty dollars (\$20), upon submission of a proper receipt.

**ARTICLE 26.00**      **PER DIEM (IN TOWN, OUT OF TOWN)**

- 26.01      Employees who are on special assignment or out of town overnight shall be reimbursed for meals and accommodations, to a maximum per diem for meals of:

a) Breakfast	\$ 15.00
b) Lunch	\$ 20.00
c) Dinner	\$ <u>30.00</u>
TOTAL	\$ 65.00

Where exceptional conditions require a higher per diem than those contained herein, the Company will provide, with prior approval, an additional amount based on conditions at the location concerned. Meal allowance will be cumulative from one meal to the next.

26.02

Employees on out of town overnight assignments shall be reimbursed for accommodations. With sufficient and reasonable notice period, the Company will make every possible effort to provide the employee with confirmed single occupancy hotel/motel accommodations, when available, prior to the employee leaving on an out of town overnight assignment. The Company, within reason, will make an effort to arrange for direct billing for the cost of accommodations.

When employees are required to work special assignments at the studio location, the Company shall provide a reasonably nutritious meal for all employees involved in the special assignment.

While on special assignment or remote, a meal per diem will be applicable if the employee is in one location for a continuous six (6) hours where they are not able to leave and no facilities serving food are readily available. The time period is deemed to include loading of equipment, travel time to and from, setting up of location shoot, actual shoot, striking of location site and unloading of equipment.

An employee is not entitled to a per diem if the Company pays the cost of the meal or a reasonably nutritious meal is otherwise provided at no cost to the employee.

26.03

#### Clothing Allowance

The company agrees to undertake a clothing allowance sponsorship agreement up to a maximum of \$1500 per full-time anchor provided a suitable client can be secured.

26.04

Anchor/Photojournalist will receive an allowance for dry cleaning. This amount is not to exceed \$300 a year for employees who regularly perform anchor duties and \$200 per year for employees who regularly perform photojournalist duties. The company shall reimburse via an expense report anchor/photojournalists once they have provided proof of payment for dry cleaning.

### ARTICLE 27.00

#### BARGAINING UNIT WORK

27.01

The Company agrees that it shall not permit non-bargaining unit persons to regularly perform work normally performed by bargaining unit employees to the extent that bargaining unit employees are denied overtime or laid off as a result thereof except in the case of building and property maintenance, care and cleaning.

See Letter of Understanding – Janitorial Services

27.02 Students in government work programs shall not perform bargaining unit work unless supervised by the person normally performing the work.

27.03 The best efforts of the Company will be made to ensure full-time employees are given the opportunity to participate in career challenges and opportunities that may arise when, in the judgement of the Company, the employee has the necessary experience and skills to successfully complete the required work.

**ARTICLE 28.00 ACCESS TO PERSONNEL FILE**

28.01 An employee shall have the right two (2) times per year to have access to and review his/her personnel file and shall have the right to respond in writing to any document contained therein, such reply shall become part of the permanent record. The Union has unlimited access, with Employee permission to the personnel file from the moment the grievance is launched to the moment arbitration starts.

**ARTICLE 29.00 ADVERSE REPORT**

29.01 The Company shall notify an employee in writing of an expression of dissatisfaction concerning his/her work within fifteen (15) working days when the event of the complaint becomes known to the Company, with copies to the Union Representative (Member At Large or Chief Steward). This notice shall include particulars of the work performance which led to such dissatisfaction. When the Company cannot complete its investigation of the event within fifteen (15) days, the Company shall notify, in writing, the Union Representative (Member At Large or Chief Steward) of same within the fifteen (15) day period. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her in regards to discharge, discipline, promotion, demotion, or other related matters. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Company, whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record if it is made within seven (7) working days of the Company's correspondence.

29.02 The record of an employee shall not be used against him/her at any time after eighteen (18) months following suspension or disciplinary action, including letters of reprimand or any adverse report, provided that the employee does not incur any further disciplinary actions within the eighteen (18) month period.

When a letter of reprimand or adverse report has expired, the employee may provide a written request to personnel to have the report (s) removed from his/her personnel file. The written request shall indicate the approximate date and incident of the reprimand and/or adverse report.

**ARTICLE 30.00 POSTING OF COURSES**

30.01 The Company shall post any training courses and programs for which employees may

be selected. The bulletin shall contain:

- a) type of course;
- b) time;
- c) duration;
- d) location;
- e) minimum qualifications.

- 30.02 With prior authorization and a certificate of successful completion the Company will share the tuition cost of courses depending on the value and relevance to the job as determined by the Company.

#### **ARTICLE 31.00 PAID HOLIDAYS**

- 31.01 Each employee shall have the following holidays with full pay: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

31.02 Floating Holiday

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:

- the employee is eligible to two (2) Personal Floater Days if actively at work for at least 9 months in the calendar year;
- the employee is eligible to one (1) Personal Floater Day if actively at work for at least 3 months but less than 9 months in the calendar year;
- the employee is not eligible to Personal Floater Days if actively at work for less than 3 months in the calendar year.
- Personal Floater Days not taken during the calendar year are forfeited and cannot be carried over from one calendar year to another.

If this day has not been taken after nine (9) months have elapsed in the current vacation year, the employee and his/her supervisor will be advised of the fact by the Human Resources Manager, and instructed to select a mutually convenient date prior to the expiry of the vacation year on which the floating holiday shall be taken.

- 31.03 It is the intent of the Company to protect eligible employees against the loss of straight time pay on holidays enumerated in Article 31.01 above. For this purposes, the Company agrees to pay on each of such holidays for the number of straight time hours the employee would have worked had there been no holiday, subject to conditions hereinafter enumerated.

- 31.04 Long term disability and short term disability employees shall maintain the respective disability compensation during pay periods that include paid holidays as outlined in this article.

An employee, required to work on a statutory holiday, shall receive his/her regular daily wages plus one and one-half (1 1/2) times his/her regular rate of pay, or if he/she chooses, his/her regular rate of pay plus one and one-half (1 1/2) days off with pay. The one and one-half (1 1/2) days off must be taken during the thirty (30) days immediately preceding or following that statutory holiday at a time mutually acceptable to the

employee and his/her immediate supervisor. If the employee wishes the one and one-half (1 1/2) days to be taken outside the thirty (30) days it must be approved by his/her supervisor. Time may not be accumulated, without a specific date assigned.

An employee required to work beyond his/her regular shift (overtime) on a statutory holiday shall be paid three (3) times regular rate for all hours worked beyond his/her regular shift.

**31.05** An otherwise eligible employee, who is scheduled to work one (1) of the above holidays, but does not report for work as scheduled, shall forfeit his/her holiday pay for that particular holiday.

**31.06** If any of the above holidays set out in Article 30.01 hereof is observed during a regular scheduled work week during an employee's vacation, the employee, if otherwise entitled to holiday pay, shall be given an additional day off with pay at the close of the employee's vacation, or at another time mutually acceptable to the employee and his/her immediate supervisor.

**31.07** If a holiday falls on a day that is a non-working day for an employee, if otherwise entitled to holiday pay, a holiday with pay is to be added to his/her annual vacation, or granted at another time mutually convenient.

**31.08** If New Year's Day, Canada Day, Christmas Day or Boxing Day falls on a Sunday or Saturday that is a non-working day for an eligible employee, the employee is entitled to a holiday with pay on the working day immediately preceding or following the general holiday, or at another time mutually acceptable to the employee and his/her immediate supervisor.

**31.09** If an employee is called in (minimum 4 hours) to work on a statutory holiday without proper notification as outlined in article 32.05, shall receive the following compensation;

First eight (8) hours: Employee shall receive his regular daily wages plus two (2) times his regular rate of pay or if he chooses, his regular rate of pay plus two (2) times his pay must be taken during the thirty (30) days immediately preceding or following that statutory holiday at a time mutually acceptable to the employee and his/her immediate supervisor. If the employee wishes the time to be taken outside the thirty (30) days it must be approved by his/her supervisor. Time may not be accumulated, without a specific date assigned.

An employee required to work beyond his/her regular shift (overtime) on a statutory holiday shall be paid three (3) times regular rate for all hours worked beyond his/her regular shift.

## **ARTICLE 32.00      HOURS OF WORK AND OVERTIME**

**32.01** a) The parties recognize there are production and operation requirements which necessitate overtime being worked. The Company will not require Employees to work an excessive amount of overtime. An employee may refuse to work



overtime without being penalized, however, if all qualified employees in that job classification refuse to work, the Company shall assign the work to a qualified employee in inverse order of Company seniority.

The parties agree that overtime assigned to employees as mentioned above, will be distributed in a reasonable and equitable manner amongst the remaining employees. This will prevent employees from being required to work excessive amounts of overtime.

Overtime shall be defined as work beyond the normal unit of hours in the work day or work week. Overtime continuous with a tour of duty shall be paid at one and one-half (1 1/2) times the normal hourly rate for the first four (4) hours of overtime and two (2) times the regular hourly rate thereafter. Overtime shall be computed to the end of the last quarter (1/4) hour.

**b) Banked Time**

Except for overtime compensated under the provisions Article 32.01 (a), an employee may be compensated for overtime hours worked by time off in lieu of overtime payment, from his scheduled tours of duty.

a) An employee wanting to bank such time off in lieu of overtime payment must advise their manager. Overtime hours banked by an individual employee for purposes of time off in lieu of overtime payment shall never exceed 80 hours, at any one time.

b) Time off in lieu of overtime payment shall be banked on the basis of one and one half (1.5) hours for each hour of overtime worked, and when taken, shall be paid at the employee's basic rate of pay. This time off shall constitute full compensation for those hours. (example – an employee works 4 hours of OT and banks at time and a half – 4 hours x 1.5 = 6 hours in the bank. Takes 6 hours off and is paid 6 hours at straight time based upon hourly rate on day they take time off).

c) Any such time off shall be subject to service requirements and scheduled at a time mutually agreed to by the employee and the Company. The minimum amount of time off which may be granted under this section shall be one (1) hour.

d) An employee may request that some or all of their time in their overtime bank be paid out anytime throughout the year.

e) Banked time not used by December 31st of each year will be paid out on the second pay of the following year.

f) If an employee is terminated for any reason, accrued banked time shall be paid out in cash upon termination.

**c) RECAP – Overtime Rates**

<u>Hours Worked</u>	<u>Rate</u>
8 hour standard work day	
0-8	Basic
8-12	1 ½ Basic
Over 12	2 Basic

<u>Hours Worked</u>	<u>Rate</u>
10 hour standard work day	
0-10	Basic
10-12	1 ½ Basic
Over 12	2 Basic

- a) The Company will use its best efforts to assign overtime in a fair and equitable manner among those employees normally performing such work.
- b) Any Employee who works in excess of twelve (12) consecutive hours is entitled to a one-half (1/2) hour paid lunch period. If the twelve (12) consecutive hours run past midnight the Employee is entitled to a dinner per diem as outlined under Article 26.01, in lieu of the one-half (1/2) hour paid lunch period.
- c) In the event that assigned overtime hours are decreased or cancelled after 1:00 p.m. the day before, the Company shall compensate the employee for any unworked scheduled hours at the employee's basic rate of pay.
- d) Short notice of shift change shall be paid at a rate of one and one-half (1 ½) times regular rate, **for the first shift only, for time worked outside the shift previously scheduled for that day.**

32.02 A regular full-time employee is one who is regularly scheduled to work forty (40) hours or more per week.

32.03 There shall be two (2) consecutive days off for employees when practical. These two (2) consecutive days off may be in separate work weeks.

32.04 Travel Time

All out-of-town travelling for assigned personnel shall be deemed as hours worked by the employee and paid accordingly.

32.05 Work schedules shall be posted fourteen (14) calendar days prior to the commencement of the scheduled work week. Changes may be made to these schedules up to 1:00 p.m. the day before the tour of duty without any penalty for short notice of shift change as outlined in 32.01 (d). The minimum scheduled shift shall be four (4) hours in duration.

Prior to 1:00 PM, the day before the changed tour of duty, when an employee is on duty, the Company will be deemed to have given Notice when such notice is posted and the Company has made a reasonable effort to reach the employee. If the employee is off duty, the Company will attempt to notify the employee directly. Employees on duty have an obligation to check the work schedule for changes.

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

**Work on Scheduled Day Off (SDO)**

Overtime shall be paid at the rate of double (2) times the basic rate if an Employee is required to work on a Scheduled Day Off (SDO) with less than forty-eight (48) hours' notice. The Employee shall accept such alterations without penalty whenever forty-eight (48) hours or more notice is given. The minimum call-in shall be four (4) hours in duration.

When forty-eight (48) hours or more notice is provided, overtime on a Scheduled Day Off (SDO) shall be paid at one and one-half (1 ½) times the regular hourly rate up to the standard shift length, and two (2) times the regular hourly rate thereafter. If an employee is required to work on his/her 2<sup>nd</sup> or 3<sup>rd</sup> Scheduled Day Off (SDO) after having worked the prior Scheduled Day(s) Off (SDO), overtime shall be paid at two (2) times the regular rate up to the standard shift length, and two and one-half (2 ½) times the regular rate thereafter.

The minimum call-back on a Scheduled Day Off (SDO) shall be four (4) hours in duration.

An employee may refuse to work on a Scheduled Day Off without being penalized, however, if all qualified employees in that job classification refuse to work, the Company may assign the work to any qualified employee in inverse order of Company seniority.

<b>Recap</b> <b>Work on Scheduled Day Off (SDO)</b> <b>(48 hours or more notice)</b>		
1 <sup>st</sup> Day Off	2 <sup>nd</sup> Day Off Having Worked the 1 <sup>st</sup> SDO	3 <sup>rd</sup> Day Off Having Worked the 1 <sup>st</sup> and 2 <sup>nd</sup> SDOs
Hours up to standard shift 1 ½ times basic rate	Hours up to standard shift 2 times basic rate	Hours up to standard shift 2 times basic rate
Hours beyond standard shift 2 times basic rate	Hours beyond standard shift 2 ½ times basic rate	Hours beyond standard shift 2 ½ times basic rate

<b>Recap</b> <b>Work on Scheduled Day Off (SDO)</b> <b>(less than 48 hours' notice)</b>		
1 <sup>st</sup> Day Off	2 <sup>nd</sup> Day Off Having Worked the 1 <sup>st</sup> SDO	3 <sup>rd</sup> Day Off Having Worked the 1 <sup>st</sup> and 2 <sup>nd</sup> SDOs
Hours up to standard shift 2 times basic rate	Hours up to standard shift 2 times basic rate	Hours up to standard shift 2 times basic rate
Hours beyond standard shift 2 times basic rate	Hours beyond standard shift 2 ½ times basic rate	Hours beyond standard shift 2 ½ times basic rate

32.06

Turn-Around

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

All time scheduled and/or worked during any of the above turn-around period shall be compensated for, in addition to the regular basic rate, at one-half (1/2) times the basic rate for the portion of such assignment which encroaches on such turn-around period.

Exceptions – No payment shall be made for the following encroachments:

- a) In cases where employees are released prior to their scheduled start, or finish time of their tour of duty, encroachment on the turnaround period will be computed from the time of their release and/or the time of their resumption of work;
- b) When employees have eighty-four (84) hours or more off (72 hours plus 12 hours turnaround) between tours of duty;
- c) When employees are on vacation of one (1) week or more, turnaround will not apply to the first shift back.
- d) In cases where employees did not work due to sick leave.

32.07

Temporary Upgrading

- a) Whenever an employee is assigned a task in a classification with a higher rate of pay, (start rate to start rate), the Company shall inform the employee verbally or in writing prior to any such temporary upgrading assignment. The Company agrees to pay the hourly rate of the classification they are assigned to and additional two dollars, (\$2.00) per hour for a period up to a maximum of twenty-five (25) days.
- b) Where the Employee, with his/her consent, is designated by the Company to temporarily act in a supervisory position not covered by this Agreement, the Employee so designated shall be entitled to the upgrading set forth in 32.07 a).
- c) When a temporary upgrading is assigned the temporary upgrading minimum shall be three (3) hours per day.
- d) Whenever an employee is assigned a task of training another employee in a new position, the employer agrees to pay upgrading as set forth in article 32.07 a).

32.08

The Company agrees to maintain existing policies regarding meals and breaks. Meal Periods:

To all tours of duty a first meal period of no less than one (1) hour shall be assigned,

beginning not earlier than the start of the third (3rd) hour of the tour and ending no later than the end of the fifth (5th) hour of such tour. A meal displacement penalty equal to one-half (1/2) hour at one and one half (1 ½) times the regular rate (3/4 of an hour pay) will be paid if the employee receives less than one-half (1/2) hour of their meal period during the third (3rd) and fifth (5th) hour of a tour of duty.

Should operational requirements deem that the employee receives less than one half (1/2) hour lunch period, the employee shall be paid a meal displacement equal to one-half (1/2) hour at one and one half (1 ½) times the regular rate (3/4 of an hour pay).

- 32.09 Scheduled Day Off (SDO) shall be defined as meaning the normal twelve (12) hour turnaround period as defined in Article 32.06 plus the 24 hour time period. Two (2) Regular 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 Regular Days off shall be defined respectively i.e. eighty-four (84) hours.

#### **ARTICLE 33.00      PART-TIME EMPLOYEES**

- 33.01 A part-time Employee is defined as an Employee who is regularly scheduled 24 hours or less per calendar week on a two week averaging basis. This is exclusive of hours scheduled to replace an Employee on sick leave, vacation, maternity leave, or leave of absence.

- 33.02 Overtime for part-time Employees is defined as any hours worked in excess of the regularly scheduled 8 to 10 hour shifts. Overtime in such instance shall be paid as outlined in 32.01.

- 33.03 The number of part-time hours worked at the Sudbury station shall not exceed fifteen percent (15%) of the regularly scheduled full-time hours by the Bargaining Unit employees in any pay period. The scheduled full-time hours referred to above shall not include those hours worked by Traffic and Accounting employees.

For the purpose of monitoring the use of part-time employees, the Company agrees to provide the Union with adequate documentation on written request, no more frequently than once per month.

- 33.04 There shall be a four (4) hour minimum call-in for part-time employees.

- 33.05 As some part-time employees work in more than one job category, part-time employees will be placed at the start rate of the grid where it is expected they will most often work. On September 1, 1993, all part-time employees were slotted on their applicable salary grids at level start. Progression up the grid is based on hours accumulated subsequent to September 1, 1993. However, when a part-time employee is hired for a permanent position, he/she will be credited for any hours worked prior to September 1, 1993 for purposes of continuous service date with the Company. As well, if the part-time employee held the same job classification as the permanent position within the past three (3) months, those hours worked will be credited to reflect the appropriate grid level for the permanent position. This will ensure the employee is paid based on experience related to the specific job. When a part-timer is assigned to work in a higher classification, TUG will be payable in

accordance with Article 32.07.

33.06

Shift Change / Cancellation

A part-time employee who has a scheduled shift (in accordance with company posting policy) cancelled after 1 pm; the day prior to the tour of duty shall be credited with 4 hours at their regular rate of pay. All penalties shall be applied on the day that the cancellation occurred.

**ARTICLE 34.00**

**CLASSIFICATION AND RATES OF PAY**

34.01

Effective January 1, 2014, the pay cycle will be harmonized with Bell; whereby, employees will be paid bi-weekly one week in arrears through direct bank deposit every other Friday.

34.02

When an employee is transferred into a higher pay classification, he/she shall be eligible to receive a salary increase of one (1) full increment on his/her former classification grid at the time of transfer or if he/she is at the top rate of this grid, the increase he/she last received in reaching the top rate. This increase shall be granted provided the employee has the necessary skills, qualifications and experience as determined by the Company. Following this increase, should the employee's new rate of pay fall between two levels on his/her new classification grid, his/her rate of pay shall again be increased to the higher rate of pay on the new grid. In such instances, the date of the employee's transfer will become the employee's anniversary date only for the purpose of progression up the salary grid as outlined in Article 34.02.

34.03

a) Progression up the salary schedule within each classification shall automatically occur, barring documented deficiencies in performance, on the first complete pay period of the month nearest the employee's annual or semi-annual anniversary date of employment with the Company.

b) Salary increments to the salary grids will be:

<b>2019</b>	<b>Year 1</b>	<b>1.75%</b>
<b>2020</b>	<b>Year 2</b>	<b>1.75%</b>
<b>2021</b>	<b>Year 3</b>	<b>1.75%</b>

NOTE: Salary increases effective **September 1, 2019**. All other monetary changes effective as of date of ratification

34.04

The rates in the above schedules are minimum.

34.05

Any active full-time employee who was employed by the Company on the date of ratification, and who is being paid over grid shall receive a lump- sum payment equal to 1.75% in year 1, 1.75% in year 2, 1.75% in year 3 this annual base salary on September 1st of the applicable year, less source deductions. Any employee on the grid or falling on the grid due to salary red-circling as per article 15.04, who

receives less than the bargained percentage increases, shall receive the difference between his/her general wage increase in the form of a lump sum payment.

**34.06**

Remove, add or change the following positions from classification list:

Group I

**Delete Courier and Receptionist**

Group 8

**Delete Operations Assistant**

Group 12

**Delete Junior Technician and Technical Director**

**Add Production Floaters**

**Change Creative Services to Creative Writer**

Group 13

**Add Technical Director**

**Change Photojournalist to Video Journalist**

**The following wage groups will remain but will be inactive with no job titles:**

**Group 2, 3, 4, 5, 7, 10 and 11.**

Should any of the above or similar positions return, the company agrees the said positions will continue to be a unionized work.

**ARTICLE 35.00**      **RECOGNITION**

Every production produced by members of the Sudbury bargaining unit shall have credits legibly displayed clearly showing the job function performed by each unit member involved.

**ARTICLE 36.00**      **TERM OF AGREEMENT**

- 36.01      This Agreement shall remain in full force and effect from **September 1st, 2019** to midnight on the **31st day of August 2022**. This Agreement shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other party in writing as hereinafter set out.
- 36.02      Notice that either party wishes to amend or terminate the terms herein contained shall be given only during a period of not more than ninety (90) days and not less than thirty (30) days preceding the termination date contained in Article 36.01 above.
- 36.03      If, pursuant to such negotiations, an Agreement is not reached on the renewal or amendments of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties, or until the requirements of Paragraph 89(1)(a) to (d) under Part I of the Canada Labour Code have been met.



IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized Representatives this 12th day of November 2019.

IATSE LOCAL 667

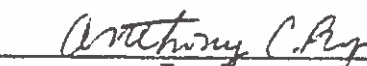
  
Peter Daprato


  
Albert Charette

  
David Rumley

  
Lilian Pakula

  
Marina Moore

  
Tony Ryma

  
Rick Wymian

  
Pierre Reneault

CTV Sudbury/Timmins

  
Terry Deighton

  
Mora Austin

  
Michelle Tonner

**ACTIVE WAGE TABLES (2019-2022)**

<b>Group # Classifications</b>	<b>August 31/19 Annual Salary</b>	<b>September 1/19 1.75% Annual Salary</b>	<b>September 1/19 1.75% Hourly Rate</b>	<b>September 1/20 1.75% Annual Salary</b>	<b>September 1/20 1.75% Hourly Rate</b>	<b>September 1/21 1.75% Annual Salary</b>	<b>September 1/21 1.75% Hourly Rate</b>
<b>Group 1 (Janitor)</b>							
Start	\$31,735	32,290.36	\$15.5242	\$32,855.44	\$15.7959	\$33,430.41	\$16.0723
6 months	\$32,918	33,494.07	\$16.1029	\$34,080.21	\$16.3847	\$34,676.61	\$16.6714
Level 1	\$34,506	35,109.86	\$16.8797	\$35,724.28	\$17.1751	\$36,349.45	\$17.4757
Level 2	\$36,887	37,532.52	\$18.0445	\$38,189.34	\$18.3603	\$38,857.66	\$18.6816
Level 3 (top)	\$39,664	40,358.12	\$19.4029	\$41,064.39	\$19.7425	\$41,783.01	\$20.0880
<b>Group 6 (Traffic Clerk)</b>							
Start	\$32,586	\$33,156.26	\$15.9405	\$33,736.49	\$16.2195	\$34,326.88	\$16.5033
6 Months	\$33,983	\$34,577.70	\$16.6239	\$35,182.81	\$16.9148	\$35,798.51	\$17.2108
Level 1	\$35,381	\$36,000.17	\$17.3078	\$36,630.17	\$17.6107	\$37,271.20	\$17.9188
Level 2	\$37,245	\$37,896.79	\$18.2196	\$38,559.98	\$18.5385	\$39,234.78	\$18.8629
Level 3	\$39,106	\$39,790.36	\$19.1300	\$40,486.69	\$19.4648	\$41,195.20	\$19.8054
Level 4	\$40,839	\$41,553.68	\$19.9777	\$42,280.87	\$20.3273	\$43,020.79	\$20.6831
Level 5	\$43,296	\$44,053.68	\$21.1797	\$44,824.62	\$21.5503	\$45,609.05	\$21.9274
Level 6 (top)	\$46,554	\$47,368.70	\$22.7734	\$48,197.65	\$23.1719	\$49,041.11	\$23.5775
<b>Group 8 (Graphic Artist)</b>							
Start	\$34,789	35,397.81	\$17.0182	\$36,017.27	\$17.3160	\$36,647.57	\$17.6190
6 months	\$36,282	36,916.94	\$17.7485	\$37,562.98	\$18.0591	\$38,220.33	\$18.3752
Level 1	\$37,775	38,436.06	\$18.4789	\$39,108.69	\$18.8023	\$39,793.10	\$19.1313
Level 2	\$39,762	40,457.84	\$19.4509	\$41,165.85	\$19.7913	\$41,886.25	\$20.1376
Level 3	\$42,244	42,983.27	\$20.6650	\$43,735.48	\$21.0267	\$44,500.85	\$21.3946
Level 4	\$45,724	46,524.17	\$22.3674	\$47,338.34	\$22.7588	\$48,166.76	\$23.1571
Level 5 (top)	\$49,699	50,568.73	\$24.3119	\$51,453.69	\$24.7373	\$52,354.12	\$25.1703

**ACTIVE WAGE TABLES (2019-2022)**

<b>Group # Classifications</b>	<b>August 31/19 Annual Salary</b>	<b>September 1/19 1.75% Annual Salary</b>	<b>September 1/19 1.75% Hourly Rate</b>	<b>September 1/20 1.75% Annual Salary</b>	<b>September 1/20 1.75% Hourly Rate</b>	<b>September 1/21 1.75% Annual Salary</b>	<b>September 1/21 1.75% Hourly Rate</b>
<b>Group 9 (Eng/EFP/Studio)</b>							
Start	\$36,050	\$36,680.88	\$17.6350	\$37,322.79	\$17.9436	\$37,975.94	\$18.2577
6 months	\$37,594	\$38,251.90	\$18.3903	\$38,921.30	\$18.7122	\$39,602.43	\$19.0396
Level 1	\$39,140	\$39,824.95	\$19.1466	\$40,521.89	\$19.4817	\$41,231.02	\$19.8226
Level 2	\$41,202	\$41,923.04	\$20.1553	\$42,656.69	\$20.5080	\$43,403.18	\$20.8669
Level 3	\$43,769	\$44,534.96	\$21.4110	\$45,314.32	\$21.7857	\$46,107.32	\$22.1670
Level 4	\$47,381	\$48,210.17	\$23.1780	\$49,053.85	\$23.5836	\$49,912.29	\$23.9963
Level 5 (top)	\$51,495	\$52,396.16	\$25.1905	\$53,313.10	\$25.6313	\$54,246.07	\$26.0798
<b>Group 12 (Creative Writer, Production Floater)</b>							
Start	\$39,007	\$39,689.62	\$19.0815	\$40,384.19	\$19.4155	\$41,090.91	\$19.7552
6 Months	\$40,681	\$41,392.92	\$19.9004	\$42,117.29	\$20.2487	\$42,854.35	\$20.6031
Level 1	\$42,351	\$43,092.14	\$20.7174	\$43,846.25	\$21.0799	\$44,613.56	\$21.4488
Level 2	\$44,579	\$45,359.13	\$21.8073	\$46,152.92	\$22.1889	\$46,960.59	\$22.5772
Level 3	\$47,369	\$48,197.96	\$23.1721	\$49,041.42	\$23.5776	\$49,899.65	\$23.9902
Level 4	\$51,267	\$52,164.17	\$25.0789	\$53,077.05	\$25.5178	\$54,005.89	\$25.9644
Level 5 (top)	\$55,726	\$56,701.21	\$27.2602	\$57,693.48	\$27.7372	\$58,703.11	\$28.2226
<b>Group 13 (Video Journalist/Anchor, Tech Director)</b>							
Start	\$39,901	\$40,599.27	\$19.5189	\$41,309.75	\$19.8605	\$42,032.68	\$20.2080
6 months	\$41,612	\$42,340.21	\$20.3559	\$43,081.16	\$20.7121	\$43,835.08	\$21.0746
Level 1	\$43,323	\$44,081.15	\$21.1929	\$44,852.57	\$21.5637	\$45,637.49	\$21.9411
Level 2	\$45,605	\$46,403.09	\$22.3092	\$47,215.14	\$22.6996	\$48,041.41	\$23.0968
Level 3	\$48,456	\$49,303.98	\$23.7038	\$50,166.80	\$24.1187	\$51,044.72	\$24.5407
Level 4	\$52,444	\$53,361.77	\$25.6547	\$54,295.60	\$26.1037	\$55,245.77	\$26.5605
Level 5 (top)	\$56,991	\$57,988.34	\$27.8790	\$59,003.14	\$28.3669	\$60,035.69	\$28.8633

**ACTIVE WAGE TABLES (2019-2022)**

<b>Group # Classifications</b>	<b>August 31/19  Annual Salary</b>	<b>September 1/19 1.75% Annual Salary</b>	<b>September 1/19 1.75% Hourly Rate</b>	<b>September 1/20 1.75% Annual Salary</b>	<b>September 1/20 1.75% Hourly Rate</b>	<b>September 1/21 1.75% Annual Salary</b>	<b>September 1/21 1.75% Hourly Rate</b>
<b>Group 14 (Producer)</b>							
Start	\$41,455	\$42,180.46	\$20.2791	\$42,918.62	\$20.6340	\$43,669.70	\$20.9950
6 months	\$43,233	\$43,989.58	\$21.1488	\$44,759.40	\$21.5189	\$45,542.68	\$21.8955
Level 1	\$45,009	\$45,796.66	\$22.0176	\$46,598.10	\$22.4029	\$47,413.57	\$22.7950
Level 2	\$47,375	\$48,204.06	\$23.1750	\$49,047.63	\$23.5806	\$49,905.97	\$23.9933
Level 3	\$50,337	\$51,217.90	\$24.6240	\$52,114.21	\$25.0549	\$53,026.21	\$25.4934
Level 4	\$54,479	\$55,432.38	\$26.6502	\$56,402.45	\$27.1166	\$57,389.49	\$27.5911
Level 5 (top)	\$59,222	\$60,258.39	\$28.9704	\$61,312.91	\$29.4774	\$62,385.88	\$29.9932
<b>Group 15 (Senior Technician)</b>							
Start	\$51,999	\$52,908.98	\$25.4370	\$53,834.89	\$25.8822	\$54,777.00	\$26.3351
6 Months	\$54,083	\$55,029.45	\$26.4565	\$55,992.47	\$26.9195	\$56,972.34	\$27.3905
Level 1	\$56,162	\$57,144.84	\$27.4735	\$58,144.87	\$27.9543	\$59,162.40	\$28.4435
Level 2	\$59,630	\$60,673.53	\$29.1700	\$61,735.31	\$29.6804	\$62,815.68	\$30.1998
Level 3	\$63,789	\$64,905.31	\$31.2045	\$66,041.15	\$31.7506	\$67,196.87	\$32.3062
Level 4 (top)	\$69,336	\$70,549.38	\$33.9180	\$71,783.99	\$34.5115	\$73,040.21	\$35.1155

**INACTIVE WAGE TABLES (2019-2022)**

<b>Group # Classifications</b>	<b>August 31/19 Annual Salary</b>	<b>September 1/19 1.75% Annual Salary</b>	<b>September 1/19 1.75% Hourly Rate</b>	<b>September 1/20 1.75% Annual Salary</b>	<b>September 1/20 1.75% Hourly Rate</b>	<b>September 1/21 1.75% Annual Salary</b>	<b>September 1/21 1.75% Hourly Rate</b>
<b>Group 2</b>							
<b>Group 3</b>							
Start	\$30,048.00	\$30,573.84	\$14.6990	\$31,108.88	\$14.9562	\$31,653.29	\$15.2179
6 months	\$31,338.00	\$31,886.42	\$15.3300	\$32,444.43	\$15.5983	\$33,012.20	\$15.8713
Level 1	\$32,621.00	\$33,191.87	\$15.9576	\$33,772.73	\$16.2369	\$34,363.75	\$16.5210
Level 2	\$34,339.00	\$34,939.93	\$16.7980	\$35,551.38	\$17.0920	\$36,173.53	\$17.3911
Level 3	\$36,486.00	\$37,124.51	\$17.8483	\$37,774.18	\$18.1607	\$38,435.23	\$18.4785
Level 4	\$39,492.00	\$40,183.11	\$19.3188	\$40,886.31	\$19.6569	\$41,601.82	\$20.0009
Level 5 (top)	\$42,909.00	\$43,659.91	\$20.9903	\$44,423.96	\$21.3577	\$45,201.38	\$21.7314
<b>Group 4</b>							
Start	\$31,829.00	\$32,386.01	\$15.5702	\$32,952.76	\$15.8427	\$33,529.44	\$16.1199
6 Months	\$33,199.00	\$33,779.98	\$16.2404	\$34,371.13	\$16.5246	\$34,972.63	\$16.8138
Level 1	\$34,560.00	\$35,164.80	\$16.9062	\$35,780.18	\$17.2020	\$36,406.34	\$17.5030
Level 2	\$36,380.00	\$37,016.65	\$17.7965	\$37,664.44	\$18.1079	\$38,323.57	\$18.4248
Level 3	\$38,650.00	\$39,326.38	\$18.9069	\$40,014.59	\$19.2378	\$40,714.84	\$19.5744
Level 4	\$41,831.00	\$42,563.04	\$20.4630	\$43,307.90	\$20.8211	\$44,065.78	\$21.1855
Level 5 (top)	\$45,471.00	\$46,266.74	\$22.2436	\$47,076.41	\$22.6329	\$47,900.25	\$23.0290
<b>Group 5</b>							
<b>Group 7</b>							
Start	\$33,951.00	\$34,545.14	\$16.6082	\$35,149.68	\$16.8989	\$35,764.80	\$17.1946
6 months	\$35,404.00	\$36,023.57	\$17.3190	\$36,653.98	\$17.6221	\$37,295.43	\$17.9305
Level 1	\$36,861.00	\$37,506.07	\$18.0318	\$38,162.42	\$18.3473	\$38,830.27	\$18.6684
Level 2	\$38,803.00	\$39,482.05	\$18.9818	\$40,172.99	\$19.3139	\$40,876.02	\$19.6519
Level 3	\$41,224.00	\$41,945.42	\$20.1661	\$42,679.46	\$20.5190	\$43,426.36	\$20.8781
Level 4	\$44,626.00	\$45,406.96	\$21.8303	\$46,201.58	\$22.2123	\$47,010.10	\$22.6010
Level 5 (top)	\$48,503.00	\$49,351.80	\$23.7268	\$50,215.46	\$24.1420	\$51,094.23	\$24.5645

**INACTIVE WAGE TABLES (2019-2022)**

<b>Group # Classifications</b>	<b>August 31/19 Annual Salary</b>	<b>September 1/19 1.75% Annual Salary</b>	<b>September 1/19 1.75% Hourly Rate</b>	<b>September 1/20 1.75% Annual Salary</b>	<b>September 1/20 1.75% Hourly Rate</b>	<b>September 1/21 1.75% Annual Salary</b>	<b>September 1/21 1.75% Hourly Rate</b>
<b>Group 10</b>							
Start	\$36,952.00	\$37,598.66	\$18.0763	\$38,256.64	\$18.3926	\$38,926.13	\$18.7145
6 months	\$38,533.00	\$39,207.33	\$18.8497	\$39,893.46	\$19.1795	\$40,591.59	\$19.5152
Level 1	\$40,118.00	\$40,820.07	\$19.6250	\$41,534.42	\$19.9685	\$42,261.27	\$20.3179
Level 2	\$42,232.00	\$42,971.06	\$20.6592	\$43,723.05	\$21.0207	\$44,488.21	\$21.3886
Level 3	\$44,863.00	\$45,648.10	\$21.9462	\$46,446.94	\$22.3303	\$47,259.77	\$22.7210
Level 4	\$48,565.00	\$49,414.89	\$23.7572	\$50,279.65	\$24.1729	\$51,159.54	\$24.5959
Level 5 (top)	\$52,783.00	\$53,706.70	\$25.8205	\$54,646.57	\$26.2724	\$55,602.88	\$26.7322
<b>Group 11</b>							
Start	\$37,831.00	\$38,493.04	\$18.5063	\$39,166.67	\$18.8301	\$39,852.09	\$19.1597
6 Months	\$39,455.00	\$40,145.46	\$19.3007	\$40,848.01	\$19.6385	\$41,562.85	\$19.9821
Level 1	\$41,074.00	\$41,792.80	\$20.0927	\$42,524.17	\$20.4443	\$43,268.34	\$20.8021
Level 2	\$43,238.00	\$43,994.67	\$21.1513	\$44,764.57	\$21.5214	\$45,547.95	\$21.8981
Level 3	\$45,937.00	\$46,740.90	\$22.4716	\$47,558.86	\$22.8648	\$48,391.14	\$23.2650
Level 4	\$49,723.00	\$50,593.15	\$24.3236	\$51,478.53	\$24.7493	\$52,379.41	\$25.1824
Level 5 (top)	\$54,045.00	\$54,990.79	\$26.4379	\$55,953.13	\$26.9005	\$56,932.31	\$27.3713

**LETTERS OF UNDERSTANDING**  
**BETWEEN**  
**CTV TELEVISION INC. - SUDBURY/TIMMINS**  
**AND**  
**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES**  
**LOCAL 667**

**LETTER OF UNDERSTANDING EMPLOYMENT EQUITY (EE)**

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

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

To take action on our beliefs, the parties have agreed to the following undertaking:

**1. EE SCHOLARSHIPS AND EE CO - OPERATIVE PLACEMENTS**

In support of MCTV's scholarship program for designated group members, EE co-operative work placements will be made available to students from these groups as one method of increasing their qualifications for future vacancies. While the work terms will include 'hands on' experience; the students shall not be allowed to displace full-time employees.

**2. EE SUMMER JOBS**

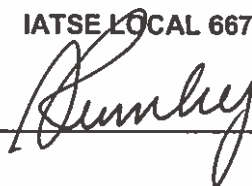
Each summer for the term of this agreement, the Company will post for a maximum of two (2) EE part-time/term vacancies in the bargaining unit, and one (1) non-union position, each of which will be designated for designated group applicants. These employees shall fall under all conditions of work provided for in this Agreement and by Company policy. The duration of the EE term vacancies will be a maximum of 16 weeks in each year. The Company may apply for government grants to offset the cost of providing these opportunities.

**3. EE TERM EMPLOYMENT**

The parties agree that a maximum of one (1) term or permanent vacancy occurring in any year of the Agreement will be designated as a maximum one (1) year EE term vacancy for a designated group member. The successful applicant shall fall under all conditions of work provided for in this Agreement and by Company policy. At the conclusion of the term, the employee will be terminated from our employ.

This Letter of Understanding may be terminated by either party, given 90 days written notice.

IATSE LOCAL 667

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CTV Sudbury/Timmins

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**LETTERS OF UNDERSTANDING**  
**BETWEEN**  
**CTV TELEVISION INC. - SUDBURY/TIMMINS**  
**AND**  
**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES**  
**LOCAL 667**

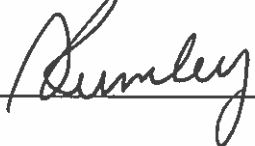
**LETTER OF UNDERSTANDING - DISABLED EMPLOYEES**

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

- a) During an employee's rehabilitative stage, the employee may be temporarily assigned to perform bargaining unit work without having to comply with the provisions of Article 16.00 (Temporary Vacancies) or Article 17.00 (Vacancies), provided that no employee is displaced by the disabled employee. All other terms of the Collective Agreement would apply to the disabled employee.
- b) Once the employee's rehabilitation is complete, the parties will make all reasonable efforts to accommodate the disabled employee in his/her former job. Where this is not practicable, the displaced employee may not displace any employee, but may be awarded any full-time, temporary, or term position, without regard to the seniority provisions of the Agreement. The employee must still be able to demonstrate that he/she has the skills, qualifications and abilities to perform the job in accordance with Company standards.

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

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**CTV Sudbury/Timmins**

  
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**LETTERS OF UNDERSTANDING**  
**BETWEEN**  
**CTV TELEVISION INC. - SUDBURY/TIMMINS**  
**AND**  
**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES**  
**LOCAL 667**


**UNION AND COMPANIES UNDERSTANDING OF SCHEDULED DAYS OFF (ARTICLE 32.05)**

Both the Union and the company agree that a Scheduled Day Off does not fall under the rules of a Shift Change. A Day Off that is scheduled 14 days prior cannot be moved to another day even with the consent of the employee affected.

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**CTV Sudbury/Timmins**

  
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**LETTERS OF UNDERSTANDING**  
**BETWEEN**  
**CTV TELEVISION INC. - SUDBURY/TIMMINS**  
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**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES**  
**LOCAL 667**

**UNION AND COMPANIES UNDERSTANDING OF SCHEDULED DAYS OFF (ARTICLE 32.05)**

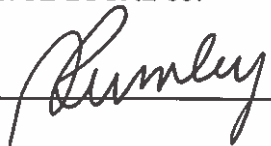
It is understood that neither the company nor its employees can change their schedule, specifically SDOs, unless special circumstances exist. Examples of "special circumstances" can be found at the bottom of this letter. For all day-to-day business situations, the company and its employees must follow the posted schedule. It is also understood that the SDOs on the posted schedule will not fluctuate from schedule to schedule unless the employee is on an agreed rotation. The company will discuss major changes to the schedule with the union prior to implementing such changes.

When special circumstances do exist, the company will explain their position to the union a minimum of two weeks prior to the event. The schedule will then be modified and shared with employees.

**Examples of special circumstances**

- Sales Seminar
- National and international events in our coverage areas
- Bell Media events
- Other events deemed special by the company and the union

**IATSE LOCAL 667**



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**CTV Sudbury/Timmins**



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**LETTERS OF UNDERSTANDING**  
**BETWEEN**  
**CTV TELEVISION INC. - SUDBURY/TIMMINS**  
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**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES**  
**LOCAL 667**

**SHARED SERVICES**

Technology and the media industry is evolving at a rapid pace. To maintain a competitive advantage in Northern Ontario we need to be able to leverage all our talent and expertise across all Bell Media properties in Northern Ontario. The union agrees that all work performed (by classification) will be non-exclusive in nature so that members of any Northern Ontario Bell Media union can assist each other in the organization, execution and completion of work. Bell Media acknowledges and agrees that any leveraging of talent across Bell Media's properties in Northern Ontario shall not be used to eliminate or displace regular full-time employees of any Sudbury or Timmins bargaining unit.

NOTE: Employees who voluntarily resign (retirement, resignation, voluntarily accepts a severance package) or are terminated for cause are excluded.

The Company agrees that it shall not permit non-bargaining unit persons to regularly perform work normally performed by bargaining unit employees.

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**CTV Sudbury/Timmins**



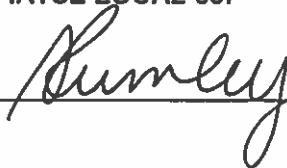
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**LETTERS OF UNDERSTANDING**  
**BETWEEN**  
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**LOCAL 667**

**JANITORIAL SERVICES**

Changes to article 27.01 will not take effect for each location until the current janitorial staff (Armand Langlois in Sudbury, Eugene Waters in Timmins) voluntarily leave the company.

**IATSE LOCAL 667**



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**CTV Sudbury/Timmins**



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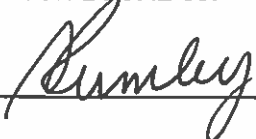
**LETTERS OF UNDERSTANDING  
BETWEEN  
CTV TELEVISION INC. - SUDBURY/TIMMINS  
AND  
INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES  
LOCAL 667**

**COMPENSATION REVIEW**

The Union can provide the company with names and or positions that the union believes should be subject to a compensation review.

The Company will evaluate these roles and provide a written response within 6 months of the initial request.

**IATSE LOCAL 667**

  
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**CTV Sudbury/Timmins**

  
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**LETTERS OF UNDERSTANDING**  
**BETWEEN**  
**CTV TELEVISION INC. - SUDBURY/TIMMINS**  
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**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES**  
**LOCAL 667**

**AVERAGING OF HOURS**

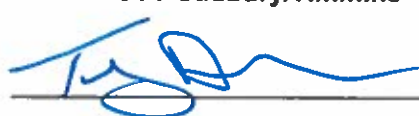
1. This is to confirm the understanding of the parties related to the averaging of hours of work in all of the Company's industrial establishments pursuant to subsection 169(2), 171(2) and 172(1) of the Canada Labour Code.
2. The parties recognize that the nature of the work of the bargaining unit employees necessitates irregular distribution of their hours of work and wish to enter into the averaging arrangement. Accordingly, the hours of work of each of the bargaining unit employees in a day and in a week will be calculated as an average over an averaging period of twenty (26) weeks.
3. This agreement does not have any impact on the overtime rates paid to employees. Employees will continue to be paid for overtime as per Article 32, notwithstanding any averaging of overtime.
4. The above arrangements shall become effective on signing and shall remain in force during the term of the current collective agreement.

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CTV Sudbury/Timmins



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**LETTERS OF UNDERSTANDING**  
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**IMPLEMENTATION OF REMOTE WORK PROGRAM FOR TIMMINS**

In an effort to reduce the costs of operating and maintaining company owned and/or leased buildings, which are underutilized in the Timmins area, the Company and the Union agree to implement a remote work program for all employees located in Timmins.  
Should the company proceed with the plans to implement such a program in Timmins, the Company will meet with the union to discuss the details of such program at least 60 days prior to advising the impacted employees.

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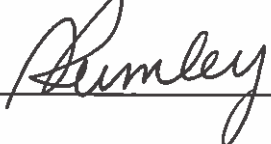
**LETTERS OF UNDERSTANDING**  
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**PARTICIPATION OF ANCHORS AND VIDEO JOURNALISTS AT COMPANY/COMMUNITY EVENTS**

As discussed during the recently completed bargaining for the renewal of the Collective agreement, the Company and the Union agree to the following:

- 1) Company participation in community events is crucial to building a positive brand and enhancing audience engagement in the communities we serve.
- 2) Many of these events are held on weekends and weeknights.
- 3) Anchors and Video Journalists are key to effective community relationships as they are seen as the face of the company.
- 4) Important community events will be identified in advance, wherever possible, by the Company and communicated to the Union and all Anchors and Video Journalists. The Company will do its best to provide an appearance calendar of important events in a timely manner (quarterly basis). Unplanned events may be added from time to time.
- 5) The Company will make its best efforts to accommodate these requests during regular work hours or schedule a shift change when possible. Both the Company and the Union recognize that this is a voluntary activity.

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CTV Sudbury/Timmins



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**LETTERS OF UNDERSTANDING**  
**BETWEEN**  
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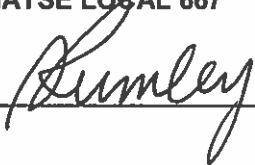
**CHANGES TO COMPANY POLICIES**

This is to outline our understanding regarding the communication of changes to policies affecting CTV Northern Ontario (Sudbury/Timmins) bargaining unit employees represented by IATSE Local 667.

The parties agree that all company policies are readily available on BellNet, which is accessible to all employees. However, the Company will endeavor to provide the union leadership with advanced notice of any changes to policies affecting employees at CTV Northern Ontario (Sudbury/Timmins). The Company will strive to communicate these changes in writing when possible and practical.


Furthermore, the Company and the Union will review and discuss any issues or concerns with this Letter of Intent during the Labour Management Committee Meetings.

IATSE LOCAL 667



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CTV Sudbury/Timmins



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**LETTERS OF UNDERSTANDING**  
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**INFORMATION SESSIONS FOR NEW EMPLOYEES**

This is to confirm our conversations during the renewal of the collective agreement.

Any permanent employee may enroll in Omniflex within thirty-one (31) days of his start of employment. The site, [www.benefits-advantages.hroffice.com](http://www.benefits-advantages.hroffice.com), is the main source of information on the benefits program offered by the Company. The site provides access to a summary of the various coverage options, which are offered under the program.

The employee must access the "Enroll / Make Changes" section within thirty-one (31) days of hire and follow the instructions.

The new employee can also call the Benefits Administrator at 1-877-351-4100.

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CTV Sudbury/Timmins

  
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