#### **COLLECTIVE AGREEMENT**

#### **BETWEEN**

# CFCF TELEVISION, A PROPERTY OF BELL MEDIA INC.

located at 1755, boul. René-Lévesque Papineau Montréal, Québec H2K 4P6



And

UNIFOR Local 614M

January 1, 2021

to

December 31, 2023

EDSC, TRAVAIL ESDC, LABOUR

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SFMC FMCS

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#### **ARTICLE 1 - INTENT**

1.1

It is the intent and purpose of this Agreement to recognize the community of interest between the parties in promoting co-operation between the Employer and its employees, consistent with the rights of both parties.

1.2

To this end, the Union agrees that it will co-operate with the Employer in the observance of the provisions of this Agreement and of the Employer's regulations pertaining to employees, that it will assist the Employer and its supervisory personnel in bringing about a high level of efficiency on the part of all employees and to maintain at all times in its negotiations with the Employer and in its discussions with individual employees, the concept that each employee shall give a fair return of his (her) services.

1.3

The Employer agrees that it will not discriminate against any employee's participation in legal Union activities and that it will, upon reasonable notification, permit free access to its premises by an accredited Union representative to enable him (her) to observe whether the provisions of this Agreement are being complied with. If the visit involves entry into restricted areas, arrangements are to be made at the time when notification is given.

- 1.4
- This Agreement is therefore designed to set forth clearly the rates of pay, hours and conditions of employment to be observed between the parties.
- 1.5

For means of application of this collective agreement, neither the Employer or its representatives, nor the Union or its representatives shall exercise directly or indirectly, threats, constraints, unfair distinctions against any employee because of his (her) race, nationality, social origin, language, sex, sexual orientation, civil status, age, religious beliefs or the absence thereof, personal political opinions, affiliations and activities or the exercise of a right the law or this collective agreement recognizes.

1.6

The parties recognize that they both have a responsibility to enforce compliance with the terms and conditions of this agreement.

#### **ARTICLE 2 - DEFINITIONS**

#### 2.1

The Employer recognizes the Union as the exclusive Bargaining agent for all persons employed in the Unit certified by the Canada Labour Relations Board on September 29, 1961, and amended in decisions dated June 26, 1964, and March 4, 1977 and December 2, 1985; in the Unit certified by the Canada Labour Relations Board on September 25, 1972, and amended in decisions dated May 2, 1975, May 9, 1977, June 22, 1982 and October 31, 1984; finally, as amended on October 31, 1989, including amendment from Nabet to CEP to Unifor and CFCF to CFCF Television, a division of CTV Television Inc.

The Unit is comprised of:

"all employees of CFCF Television, excluding the following classifications:

- -president
- -vice-president
- -controller
- -manager
- -assistant news director
- -sports director
- -art director
- -executive producer
- -producer director
- -private secretary
- -sales representative
- -program coordinator
- -payroll and personnel employees
- -casual employees

but including the classification of floor manager".

It is understood that the following functions are excluded from the bargaining unit: private chauffeur, treasurer, chief announcer, news director and sports director.

# 2.2

The Employer further recognizes the Union as the exclusive Bargaining agent for all employees in any of the classifications listed in the wage schedule under Article 23.

#### 2.3

The term "employee", as used in this Agreement, shall mean any person, either male or female, employed in a classification included within the bargaining unit hereinbefore defined and/or within the classifications set forth in Article 23.

- 2.4

  The terms "Company, Employer and Management" as used in this Agreement, shall mean CFCF Television, a property of Bell Media Inc.
- 2.5

  The term "unit", as used in this Agreement, shall mean the bargaining unit hereinbefore defined and/or the classifications set forth in Article 23.

#### 2.6 APPLICABLE TO TALENT EMPLOYEES ONLY

- (a) Commercial Program means a program in which all or portions of the program are purchased by one or more sponsors.
- (b) Commercial Participating Program means a program available to more than one advertiser for the placement of spot announcements.
- (c) Spot Announcement means a commercial which is broadcast or telecast individually by non-interconnected stations within station breaks, or participating programs contracted for locally, or in programs in which the advertiser is not identified in the opening and/or closing billboards as a sponsor of the program.
- (d) Program Commercial means a commercial broadcast or telecast by interconnected stations and/or a commercial used within the span of any live or pre-recorded program when the opening and/or closing billboard identifies the advertiser as one of the sponsors of the program.
- (e) Billboard shall be defined as a program introduction and/or cross reference and/or sign off and may only include a reference to the sponsor's name, product or service. Should the billboard include a claim for the sponsor's name, product or service, the billboard will be treated as a program commercial.
- (f) Extra is a performer used exclusively for the background to a scene, who does not speak or sing any word or line of dialogue other than ad lib crowd noises and does not receive individual direction.
- 2.7
  In the case of discrepant intents between "RECAPS" and article language, the latter will prevail.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.1

The Union acknowledges that it is the exclusive function of the Employer to hire, promote, judge and evaluate personnel qualifications and employee performance, demote, transfer, reclassify and to discipline or discharge any employee, provided that a claim by an employee who has been treated in a manner inconsistent with any of the terms of this Agreement may be the subject of a grievance and dealt with as hereinafter provided.

3.2

The Union recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location, number and size of plants, the direction of the working forces, the organizational placement of function, the amount and type of supervision necessary, of machines and technical equipment, procedures and standards of operation, the content of programs, the right to decide on the number of employees needed by the Employer at any time, operating schedules and the selection, procurement, designing and engineering of equipment which may be incorporated into the Employer's plant, control over all operations, buildings, machinery, equipment and employees, are solely and exclusively the responsibility of the Employer.

3.3

It is understood and agreed that, in addition to the above, any and all of the rights, powers or authority the Employer had prior to the signing of this Agreement are retained by the Employer, except those specifically abridged, delegated, granted or modified by this Agreement.

#### ARTICLE 4 - UNION SECURITY AND DUES CHECK-OFF

4.1

During the term of this Agreement, the Employer agrees to deduct bi-weekly from the salary of each employee in the bargaining unit, initiation fees, an amount equal to the uniform dues and assessments, as levied by the National Union, based on the gross bi-weekly earnings of every employee in the bargaining unit. The present rate of dues is equal to one and two-thirds percent (1.666%) of gross bi-weekly earnings. The Employer shall be notified by registered letter from the National Union of any change in this regard.

4.1.1

For the purpose of the present Article, gross bi-weekly earnings shall be limited to basic earnings and fees as per the salary scales excluding overtime provided for in the present Agreement, and for the purposes of dues deductions, the Union shall advise the Company in writing of the maximum yearly amount to be deducted from any employee whose salary is above the salary schedules and scales as set out in the present Agreement.

4.2

As soon as possible after the end of each pay period, the Company will remit to the Union, by wire transfer, the amount so deducted in Canadian Funds to the nominee of the secretary treasurer of the Union .The Employer, when remitting such dues, shall name the employee from whom deductions have been made, the respective amounts deducted and the names of the employees within the bargaining unit who have left or joined the Employer since the last payment.

- 4.3
  Each year the Employer shall include on the T-4 and Relevé 1 slips issued to each employee, the total amount of dues deducted at source and forwarded to Unifor .
- Present employees who are members in good standing of the Union, and those who shall become members in the future, shall remain members in good standing of the Union for the duration of the present Agreement or its renewal.
- All future employees covered by the terms of the present Agreement shall be considered members of the Union on the first day of employment and remain members in good standing as long as they are employed.

Employees reinstated in a Unit job after lay-off, leave without pay, or filling of a job not included in the Bargaining unit, shall resume their status as members in good standing of the Union on the day they are reinstated in the Unit.

- 4.6
  A member in good standing is an employee who has paid his (her) initiation fee and his (her) dues.
- 4.7

  The Union agrees to accept as members, employees who hold bargaining Unit jobs. However, the Employer is not obliged to discharge or transfer an employee rejected or excluded from the Union. Nevertheless, such employee shall pay Union dues as a condition for maintaining employment.
- 4.8

  The Employer agrees to let a Union representative hold, after authorization, an interview not lasting more that thirty (30) minutes with any new employee during working hours and without loss in wages. The interview shall be conducted in the five (5) days following hiring.
- The Company will supply an office space for use by the Union conditional that such a space is available within the Company's operational requirements.

#### **ARTICLE 5 - RELATIONSHIPS**

5.1

The Union will not cause or permit its members to cause, nor will any member of the Union take part in any strike, either sit-down or stay-in, or any other kind of strike or any other kind of interference or any other stoppage, total or partial, on any of the Employer's operation anywhere in Canada during the term of this Agreement. The Employer will not cause, engage in or permit a lock-out of any employee in the bargaining unit.

5.2

The Employer recognizes the employee's right to refuse to go to any TV or radio station, transmitter, studio or property where a lock-out or strike of any person whose functions are similar to those covered by this Agreement is in progress.

Any and all of the above shall exclude properties of CFCF Television, in which case, the employees shall have the right to refuse to execute any work normally done by the employees on strike or lock-out.

5.3

The Employer agrees to the posting by the Union of announcements regarding elections, meetings, negotiation developments and the internal affairs of the Union.

The Employer shall provide for that purpose notice boards for exclusive Union use.

5.4

Any new employee hired for a job covered under Article 23 shall be presented with a copy of this Agreement. At the time of employment, the Local President shall be advised in writing.

5.5

Employees who wish to do freelance work outside the Company may do so provided that the following applies:

5.5.1

Such outside work must not be in competition with the services of the Employer that is to say that such outside work must not cause or have the potential to cause or contribute to a financial prejudice to the Employer or to a subsidiary or to a sister company of CFCF Television.

5.5.2

An employee will give written notification to the Company in advance of freelance work if such work is in the television or video production industry, except if such work is for any subsidiary of CFCF Television.

5.5.3

Such outside work must in no way impair his or her efficiency or availability.

5.6

This Agreement shall not in any way amend any special arrangements for salary scales or working conditions more favorable to the employees that existed prior to the signing of this Agreement.

5.7

TV EXTRAS - It is understood that the Employer may, from time to time, use persons in the employ of the broadcasting division to appear on TV programs as extras. Payment will be made to such persons at the rate of fifty dollars (\$50.00) for up to thirty (30) minutes per program and eighty dollars (\$80.00) for up to sixty (60) minutes per program.

5.8

An employee may not, without written permission, exploit his or her connection with the Employer, whether it is in the course of freelance activity or otherwise.

# **ARTICLE 6 - JOINT CONSULTATION COMMITTEE**

#### 6.1 Joint Consultation Committee

6.1.1

The parties agree to form, within thirty (30) days of the signing of this agreement, a Joint Consultation Committee.

6.1.2

The Joint Consultation Committee shall meet on a monthly basis. It may meet more frequently, if required. An agenda is prepared at least five (5) days prior to each meeting.

6.1.3

Minutes of each meeting shall be kept and approved by the parties.

#### 6.2 Purpose

The purpose of the Joint Consultation committee is to

- a) promote harmonious relations and establish meaningful communications between the parties;
- discuss matters of mutual interest, not covered by the provisions of the collective agreement;
- discuss misunderstandings or problems arising from the application of the collective agreement;
- d) explore solutions to such misunderstandings or problems;
- e) provide a forum where the parties can deliberate on changes which may have an effect on employees.

6.3
The Joint Consultation Committee will not provide interpretations of the collective agreement, nor will its function replace the normal grievance procedure.

# **ARTICLE 7 - HEALTH AND SAFETY**

7.1

The parties agree to give proper attention to the health and safety of employees and are committed to following the Bell Media Local News Public Safety Protocol. One (1) union employees will participate at the Bell Health and Safety Committee made up of Employer and employee representatives.

7.2

- a) The parties to the Agreement will establish and maintain an Occupational Safety and Health Committee for the duration of the Agreement in conformity with the Canada Labour Code (Part II).
- b) The committee shall meet once a month during normal working hours. In case of an emergency or other exceptional circumstance, a member of the committee may call for a meeting of the committee when such a meeting has to be held.
- c) In a non-restrictive manner the powers and functions of the committee are:
  - 1° receives complaints in relation to Occupational Health and Safety, evaluates and takes measures accordingly;
  - 2° ensures that adequate records are kept on work accidents, injuries and health hazards and monitors data on a regular basis;
  - 3° contributes and participates in all inquiries and investigations concerning Occupational Safety and Health;
  - 4° may develop, establish and maintain safety and health programs for the education of the employees the committee represents.
- d) The Employer shall post on all bulletin boards the names of the members of the Occupational Health and Safety Committee and all changes as to its composition.

7.3

- a) Any employee who has reasonable grounds to believe that:
  - 1° the use of certain equipment procured by the Employer will result in danger to him (her) or another employee, or
  - 2° exposure to some condition in the workplace will result in danger to him (her) or to another employee, has the right to refuse to execute such work.

# b) Steps

1° An employee who refuses to execute work as provided above must report his (her) refusal to his (her) superior and to a member of the Occupational Health and Safety Committee.

- 2° The Employer must immediately investigate the refusal in the presence of the employee and of a non-management member of the Occupational Health and Safety Committee. Where the Employer decides that there is no danger or takes steps to correct the danger and the employee has reason to believe that a danger still exists, the employee may continue to refuse. In this case, both the Employer and the employee must contact a Labour Canada Safety Officer for investigation and decision in conformity with the law.
- c) No employee may be subject to discipline because of the exercise of his (her) right of refusal under the present Article.

# 7.4 Video Display Terminal (VDT)

The Employer will abide by "La loi sur la santé et la sécurité au travail" concerning regular work on a VDT.

- 7.5
  The Employer shall give consideration to the capabilities of an employee for assignments involving climbing towers, ladders, etc.
- 7.6
  The Employer and the employee will abide by the regulations of the Canada Labour Code Part II, especially for work on electrical facilities and in noisy areas.
- The Employer agrees to supply protective clothing and/or safety devices and to respect safety standards for employees on assignments (e.g. remotes from mobile units, towers, etc.), where conditions require their use, and to supply any other special attire where required. In the case of Camerapersons and their TV-Assistants, and Reporter-Writers who work regularly outside, they shall be supplied with such clothing personally. It is understood that such protective clothing and/or safety devices are and remain the property of the Employer, and shall be returned to the Employer in good condition on request. The Employer is obliged to have all protective clothing maintained in good repair and suitably cleaned as required.
- 7.7.1
  Except in cases of employee negligence, the Employer shall be required to pay appropriate compensation to employees whose wearing apparel is damaged in the performance of their duties. It is expected that employees will dress in an appropriate manner.

- 7.8

  When transportation is provided to employees by the Employer, the appropriate safety standards shall be observed.
- On vehicles supplied to the employee by the Employer, the employee will be responsible for the cleanliness of the vehicle (at the Employer's time and expense) and to report operating faults to the appropriate manager. The employee may choose to drive the vehicle home. This choice will only apply to personnel assigned as permanent full time camerapersons prior to the signing of the collective agreement.
- 7.9
  The Employer shall not assign excessive hours of work to employees. All hours in excess of twelve (12) shall be considered excessive unless mutually agreed with the employee concerned.
- 7.10

  The Employer will supply to each transmitter technician their own safety equipment and clothing kit.

# ARTICLE 8 - WORKWEEK AND DAYS OFF

# 8.1 Production and Technical Employees

Each fourteen (14) calendar day period shall contain eighty (80) working hours, commencing on Sunday at 00:01 hour.

# Office Employees

Each fourteen (14) calendar day period shall contain seventy-five (75) working hours commencing on Sunday at 00:01 hour.

#### **Talent Employees**

Each fourteen (14) calendar day period shall contain seventy-five (75) working hours, exclusive of first meal periods, commencing on Sunday at 00:01 hour.

#### 8.1.1

There shall not be more than ten (10) consecutive working days per period. The days off will be given in one (1) block of four (4) consecutive days off or in two (2) separate blocks of two (2) consecutive days off but when an employee works ten (10) consecutive days, it must be followed with the four (4) consecutive days off.

#### 8.1.2 APPLICABLE TO OFFICE EMPLOYEES ONLY

The workweek for office workers starts Sunday and ends on Saturday with two (2) days off consisting of Saturday and Sunday.

The five (5) working days in any workweek need not necessarily be consecutive; they may be separated by two (2) consecutive days off. Efforts will be made to schedule such consecutive days off on weekends.

The Employer may grant a reduced workweek when mutually agreed between both parties. This will not reduce the number of hours worked but may reduce the number of days worked. Such agreement can be terminated by either party with 30 days notice.

#### 8.1.3 APPLICABLE TO TALENT EMPLOYEES ONLY

The five (5) working days in any workweek need not necessarily be consecutive; they may be separated by two (2) consecutive days off. Efforts will be made to schedule such consecutive days off on weekends.

8.2

No overtime shall be paid to an employee who is attending a grievance or negotiations meeting.

#### 8.3. PHASED RETIREMENT LEAVE

#### 8.3.1

Any permanent full time employee who qualifies for a phased retirement under the Quebec Pension Plan conditions will have such a leave granted by seniority by the Employer under the following conditions:

- The employee has never been granted a phased retirement in the past.
- A ninety (90) day notice must be given in writing to the Employer by the employee.
- For production, talent and technical employees the leave will be granted by department and the employer may choose to refuse such a leave if less than 50% of permanent full time employee will remain in the department.
- For office employees the leave will be granted if operational needs permit.
- 8.3.2

An employee who has been granted the phased retirement will have his or her work week reduced by one (1) day or two (2) days per bi-weekly work schedules. Such days must be on the work schedule and consecutive to other days off.

8.3.3

The employee will maintain all rights and or privileges during the leave. All benefits including sick days and life insurance will be pro-rated.

8.3.4

The phased retirement leave cannot exceed more than four (4) consecutive years.

8.3.5

At any time during the leave or at the end of the leave, an employee may return to his or her regular schedule when a ninety (90) day written notice is given to the employer.

#### **ARTICLE 9 - WORK SCHEDULING**

#### 9.1

There is a schedule to establish the employee's working time and his (her) days off.

Each employee's schedule for any week, including break and days off, shall be posted by 15:00 hours the Wednesday prior to the week in question; each day thereafter, one (1) extra day's schedule will be posted. The Employer shall determine daily start and stop time

#### 9.2 Daily Schedules

Production and technical employees shall receive a daily work schedule consisting of a working day of eight (8) hours. Office and talent employees shall receive a daily work schedule consisting of a working day of seven and one half (7 1/2) hours. Part-time employees shall be credited with a minimum four (4) hours work assignment for days when work is scheduled.

# 9.2.1 Daily Schedules for Camerapersons and Television Assistants assigned to News or Production Department and Reporter-Writers

The Camerapersons and Television Assistants assigned to News or Production Department, and Reporter-Writers shall be scheduled an eight (8) hour day inclusive of a thirty (30) minute lunch period. The schedule will provide a break period in the morning shift to be taken at any time except in the first (1st) hour of duty. The lunch period will be assigned not earlier than the beginning of fourth (4) hour after starting time and completed not later than the end of the fifth and one-half (5 1/2) hour from the beginning of the shift. The afternoon break may be taken at any time after the lunch period. If the thirty minute lunch period cannot be taken in the above period, one (1) hour shall be added to the shift and paid at the appropriate rate.

#### 9.3 APPLICABLE TO PRODUCTION AND TECHNICAL EMPLOYEES ONLY

Three (3) weekends off per calendar quarter will be scheduled for each employee. In the event that the employee does not receive the required three (3) weekends per quarter, but does receive the required number of days off, he (she) will receive the equivalent of an additional daily work schedule at half (1/2) the basic rate for each such weekend not received. This penalty is not to be construed as an option to avoid assigning the weekends off when such is possible. Such an employee may waive the conditions of this clause if mutually agreed by the Union and the Employer. Every possible effort will be made to distribute weekends off evenly among employees in each job function.

# 9.4 APPLICABLE TO TALENT, PRODUCTION AND TECHNICAL EMPLOYEES ONLY

Prior to going on leave of five (5) days or more, an employee shall be given a prearranged time to report back. This time, however, may be re-scheduled later, but not earlier than the pre-arranged time. However, the employee will contact the Employer on the day of his (her) pre-arranged starting time or on the day before to determine whether any change has been made in that starting time. Should the employee be out-of-town, he (she) may call the Employer collect.

#### 9.5 APPLICABLE TO PRODUCTION AND TECHNICAL EMPLOYEES ONLY

The Employer agrees to consider a request by an employee for a working schedule, which would permit enrollment in a night course. The request shall be made in writing, specifying the educational institution, the name, dates and the times of the course. Upon enrollment, the Employer shall be provided with a copy of any enrollment document or other proof of enrollment. The Employer may also require proof of attendance. The granting of such a request shall be at the sole discretion of the Employer.

# 9.6 Rotating Shift

A regular rotating shift is a working schedule whereby employees are assigned in rotation on either a weekly, a bi-weekly, a monthly or another period to work shifts, each constituting part of a twenty-four (24) hour work day.

- 9.7 A regular rotating shift may be established through the agreement of a simple majority of a working group and with the approval of the Employer.
- 9.8
  For the employees on their regular rotating shift, no payment shall be made for the encroachment that may occur on the changing of their shifts.

### 9.9 Days Off

#### APPLICABLE TO PRODUCTION AND TECHNICAL EMPLOYEES ONLY

Notice of change of days off will be given to the employee with a copy to the Union, in writing, five (5) days in advance of the days in question.

#### 9.9.1

#### APPLICABLE TO TALENT EMPLOYEES ONLY

When a scheduled day off is changed without notice being given by the Employer thirty-six (36) hours in advance of 06:00 of the earliest day involved in the change, hours worked on that day will be paid at one and one-half (1 1/2) times the basic rate.

#### 9.10

When an employee has been scheduled to work on his or her day off and such work is canceled, if he or she is not notified either by telephone or in writing with a copy to the Union prior to 12:00 hours (noon) on the day prior to the day(s) in question, he or she shall not be required to come to work but will be credited with three (3) hours to be paid at one and one-half (1 1/2) times the basic rate.

#### 9.10.1

If an employee cannot be reached and subsequently reports for work on his or her day off and the work has been canceled, he or she will be credited with four (4) hours at one and one-half (1 1/2) times his or her basic rate and shall not be required to work and shall be released within the first (1st) hour.

#### 9.11

The two (2) consecutive days off (Article 8) shall consist of forty-eight (48) hours plus the turn-around period of twelve (12) hours for a total of sixty (60) hours. The four (4) consecutive days off (Article 8) shall consist of ninety-six (96) hours plus a turn-around period of twelve (12) hours for a total of one hundred and eight (108) hours. The days off turn-around period does not apply to work assigned on days off. However, the twelve (12) hours turn-around period shall apply between any two (2) consecutive days worked.

#### 9.12 Turn-around

A turn-around period is the period of at least twelve (12) hours between the end of one tour of duty and the commencement of the next tour of duty. All time worked or any meal period which encroaches on the turn-around period or the days off, shall be paid for at an additional one-half (1/2) the basic hourly rate for the first two (2) hours. Hours in excess of two (2) shall be paid at an additional one-half (1/2) the basic hourly rate.

#### 9.12.1

Except for employees on a rotating shift, the employee has the right to refuse a turn-around period of ten (10) hours or less.

### 9.13 Tour of Duty

"Tour of Duty" or "tour" means the authorized and/or approved time worked by an employee during a day, with a minimum credit of his (her) daily work schedule calculated to the last two-tenths (2/10th) of an hour in which work was performed. However, if the tour extends beyond midnight (00:00 hours), it shall be considered as falling wholly within the calendar day in which it started.

# 9.13.1 APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES ONLY

An employee who has a reason to absent him- (herself) at the end of the scheduled tour of duty shall notify his (her) supervisor in the first (1st) hour of work or in his (her) supervisor's first (1st) hour of work, and provided this is done, he (she) will not be obliged to accept a modification to his (her) scheduled tour of duty for that day.

#### 9.14

Employees who are called in to work for a short period of time between the end of a tour and the beginning of the next shall be paid for each such occasion a minimum of four (4) hours at the appropriate overtime rate.

### 9.15 Start and Stop Times

Notice of change of scheduled start and stop times shall be given not later than twenty-four (24) hours in advance of the day in question. Notice of change of shift without penalty can also be done up to 2 PM the day prior to the start of the shift, if the change is no more than one (1) hour before or after the commencement of the shift. No scheduling changes of start time and stop time will be made within these periods and parameters without the consent of the employee concerned. If the employee agrees to the change, he or she shall be credited with all hours originally scheduled plus any additional hour(s). Copy of the daily schedules showing all changes will be deposited daily in the Union box.

#### 9.16 Restrictions

The provisions of Article 9.15 shall not apply to employees who replace another employee in case of unexpected absence for the first day of such replacement. No more than two (2) employees shall be affected by the provisions of this clause for each individual case of unexpected absence.

### 9.17

The provisions of 9.9, 9.10.1 and 9.15 shall not apply to an employee who does not have telephone service.

# 9.18

An employee's time sheet shall not be changed without notification to him (her) when such change results in a reduction of the employee's claim.

# **ARTICLE 10 - OVERTIME**

10.1

All the time worked in excess of a daily work schedule in one day, and in excess of eighty (80) hours in a two (2) week period for production and technical employees and in excess of seventy-five (75) hours in a two (2) week period for office and talent employees shall be calculated and paid according to the following schedule.

In addition to the employee's basic rate:

- Add one-half (1/2) time to the basic rate for all hours performed beyond the employee's daily work schedule;
- b) Add one (1) time to the basic rate for all hours performed beyond ten 10) hours per day for production and technical employees and beyond nine and one-half (9 1/2) hours per day for office and talent employees;
- c) Add one and one-half (1 1/2) times to the basic rate for all hours performed beyond twelve (12) hours per day for production and technical employees and eleven and one-half (11 1/2) hours per day for office and talent employees;
- d) For all work performed beyond one hundred and four (104) hours in a two (2) week period for production and technical employees and beyond ninety-nine (99) hours in a two (2) week period for office and talent employees, add a minimum compensation of one (1) time to the basic rate.

**Production and Technical Employees** 

Hours worked daily	F	Rate	Hours worked bi -weekly	F	Rate
0 - 8	4.5	basic	0 - 80	4.5	basic
8 - 10 10 - 12	1.5	basic basic	80 - 104 104 & over	1.5	basic*
12 & over	2.5	basic	10100101		240.0

Office and Talent Employees

Hours worked daily Rate		Hours worked bi -weekly	Rate		
0- 7.5 7.5 - 9.5 9.5 - 11.5 11.5 & over	1.5 2 2.5	basic basic basic basic	0 - 75 75 - 99 99 & over	1.5	basic basic* basic*

<sup>\*</sup>Or the appropriate rate, whichever is greater.

The above schedule represents an escalation of premium payments which shall not pyramid.

#### 10.2

When an employee agrees to work on a day off, the employee shall be compensated as follows:

#### 10.2.1

When an employee works four (4) hours or less on a day off, he (she) shall be compensated at two (2) times the basic rate with a minimum credit of four (4) hours. When an employee works more than four (4) hours he (she) shall be compensated at one and one-half (1 1/2) times the basic rate with a minimum credit of his (her) daily work schedule.

#### 10.2.2

When an employee works four (4) hours or less on an additional day off which is scheduled continuously (consecutively in a block), he (she) shall be compensated at one and one-half (1 1/2) times the basic rate with a minimum credit of his (her) daily work schedule. When an employee works more than four (4) hours, he (she) shall be compensated at two (2) times the basic rate with a minimum credit of his (her) daily work schedule.

#### 10.2.3

All work performed beyond the daily work schedule on a day off shall be compensated as provided in Article 10.1.

# 10.3 APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES ONLY

In the case of unscheduled overtime, if all on-duty employees in a job classification refuse to work overtime, the Employer will have the right to select a qualified replacement from within the bargaining unit. If there are no qualified replacements, the Employer may assign an employee from the original job classification, except for the employee who has already invoked Article 9.13.1.

The present clause would only be applicable on that one day which is unscheduled.

# 10.4 APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES ONLY

The Employer shall make every effort to distribute evenly the overtime among employees in each job function.

#### 10.5

A breakdown of all overtime hours and penalties shall be shown on all employees' pay stubs.

**10.5.1**-(Starting January 1, 2017 for employees hired before December 11, 2015) Vacation pay stubs shall also include gross earnings from January 1<sup>st</sup> to December 31<sup>th</sup>.

10.6

If an employee is required to work in excess of eighteen (18) consecutive hours, inclusive of meal periods, he (she) shall receive the next day off with pay. If the next day is already a scheduled day off, one (1) day with pay will be added to a block of days off at a mutually agreed time.

10.7

In principle, overtime is paid in cash. However, subject to making his (her) intentions known on the time sheet, an employee can accumulate time off in lieu of pay for overtime worked, work on a day off or work on a statutory holiday and call in subject to the following:

- 1) time off in lieu will be credited and banked at the rate of one and one-half (1 1/2) hours off for each hour worked as per article 10.1 a).
- 2) if accumulated lieu time is not taken within the vacation year, the Employer will pay the employee for all the time accumulated, at the employee's basic rate of pay at the time it was earned;
- scheduling of time off in lieu must be mutually agreed and granted when requested by the employee with 48 hours notice and will not interfere with the vacation choice of any employee,
- 4) an employee may, at any time with fifteen (15) working days notice, request, in writing, payment for any or all of his banked time off in lieu. Such payment is based on the employee's basic rate of pay at the time it was earned. Payment will be made in the overtime pay cheque for the period in which the request was made;
- 5) days off in lieu must be accumulated, taken and cashed by a minimum of 1/2 day increments.

10.8

An employee may take accumulated time off in lieu at any time provided that the Employer is given fifteen (15) working days written notice and, if necessary, qualified staff are available to replace him (her).

10.9

If an employee's request for time off in lieu is denied because of unavailability of qualified staff, he (she) shall be notified within one (1) week of the request. Failing such notice, the day(s) off will be deemed scheduled and if canceled, article 10.2 will apply.

10.10

Except when the overtime is continuous to the employee's shift, overtime will be offered in priority to permanent employees holding positions in that job title.

# **ARTICLE 11 - MEAL PERIODS**

# 11.1 APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES ONLY

To all tours of duty of five (5) hours or more, a first meal period of sixty (60) minutes will be scheduled, not earlier than the beginning of the fourth (4<sup>th</sup>) hour and completed not later than the end of the sixth (6<sup>th</sup>) hour of such tour excepting those employees covered by Article 9.2.1.

Scheduled meal periods cannot be changed unless the Employer provides fifteen (15) minutes advance notice to the employee.

#### 11.1.A APPLICABLE TO TALENT EMPLOYEES ONLY

To all tours of duty of five (5) hours or more, a first meal period of adequate time but not less than thirty (30) minutes and not more than sixty (60) minutes duration will be assigned not earlier than the beginning of the fourth (4<sup>th</sup>) hour of such tour and to be completed not later than the end of the sixth (6<sup>th</sup>) hour of such tour.

### 11.1.1 Rest periods

# APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES ONLY

Including those employees covered by Article 9.2.1, when an employee is called in advance of his (her) regularly scheduled tour of duty for a period of not less than one (1) hour and not more than four (4) hours, a rest period of thirty (30) minutes shall be scheduled in the last half (1/2) hour prior to the start of the employee's scheduled tour of duty.

Such thirty (30) minutes rest period shall be considered as time worked and paid at the applicable rate. On each occasion, the employee shall be compensated twelve dollars (\$12.00)

When Article 11.1.1 is invoked, the scheduling of meal periods, in accordance with Articles 11.1 and 11.2 shall be computed from the end of the rest period. If the rest period is not taken, this clause of the present Article does not apply.

#### 11.2

If an employee is required to work more than six (6) hours after the end of the first meal required in Articles 9.2.1 and 11.1, or more than two (2) hours after the end of the regular tour of duty, whichever is earlier, employees may be assigned a second (2nd) meal period of thirty (30) minutes duration or will be given a second (2nd) meal period of sixty (60) minutes duration, no more than eight (8) hours after the end of the first meal period referred to above or four (4) hours after the end of the regular tour of duty, whichever is earlier. Every additional six (6) hour period worked shall also be followed by a sixty (60) minute meal period.

These meal periods are inclusive in the overtime hours and shall be paid at the applicable rates. In the event the thirty (30) minute meal period is not taken, and the sixty (60) minute meal period did not apply, one (1) hour shall be added to the shift as time worked.

#### 11.3

For each sixty (60) minute meal period not taken other than the first, one (1) hour shall be added to the end of the shift as time worked.

#### 11.4

An allowance of twelve dollars (\$12.00) shall be paid to employees each time a meal period is taken other than the first.

#### 11.5

The provisions of Articles 11.1, 11.2 and 11.3 above and Article 12 following do not apply to those employees assigned as continuous Operators such as Transmitter Technicians, but the following applies:

#### 11.5.1

The Transmitter Technicians, who work more than two (2) hours after the end of their regular tour of duty, shall have one (1) hour added to their shift as time worked.

#### 11.6

Except for those employees covered by Article 9.2.1, when an employee is not given a first meal period within the time limits required by this Article, one (1) hour shall be added to the shift and paid at the appropriate rate. If no first meal period has been taken, two (2) hours shall be added to the shift and paid at the appropriate rate.

#### 11.7

For all meals on remote assignments within the local location as defined in Article 37, fourteen dollars and fifty cents (\$14.50) shall be paid to compensate for the cost of each meal.

#### 11.7.1

When Camerapersons or the Television Assistants assigned to news, or Reporters-Writers are required to go for a meal with another employee of CFCF Television who receives a higher meal allocation, they shall be compensated equally. If the meal must be taken at a place where meals cannot be obtained at popular prices, the Camerapersons and the Television Assistants assigned to news, and the Reporter-Writers shall be compensated the actual cost of the meal, not to exceed the appropriate per diem allowances in Article 37.

#### 11.8

In the event a remote location is so situated that no facilities to obtain food are readily available for the crew during their assigned meal periods, the Employer shall:

Allow the crew sufficient added time and supply them with adequate transportation to travel to where an appropriate meal can be obtained; or

At its own expense, furnish the crew with an appropriate meal. If a choice of menu is offered, the meal allowance will be waived.

#### **ARTICLE 12 - BREAK PERIODS**

# 12.1 APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES ONLY

Employees will be entitled to two (2) fifteen (15) minute break periods during each regular tour of duty. Break periods will not be assigned during the first (1st) or the last hour of a tour of duty.

Break periods can be assigned fifteen (15) minutes in advance of, or delayed fifteen (15) minutes from the scheduled time.

Employees will be entitled to an additional fifteen (15) minute break period for each three (3) hour extension of a regular tour of duty. If break periods are not available, they will be paid at one and one-half (1 1/2) times over and above the regular working day.

#### 12.1.A APPLICABLE TO TALENT EMPLOYEES ONLY

Employees will be entitled to two (2) fifteen (15) minute break periods during each regular tour of duty. Break periods will not be assigned during the first (1st) or the last hour of a tour of duty.

Employees will be entitled to an additional fifteen (15) minute break period for each three (3) hour extension of a regular tour of duty. If break periods are not available, they will be paid at one and one-half (1 1/2) times over and above the regular working day.

# **ARTICLE 13 - NIGHT DIFFERENTIAL**

# (APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES ONLY)

13.1

All hours worked between 00:30 and 06:30 shall be compensated for at twenty percent (20%) of the basic rate and computed separately from the work week. Night shift differential shall not be deemed overtime nor part of the basic pay.

#### ARTICLE 14 - HOLIDAYS AND HOLIDAY PAY

14.1 The following article applies to employees hired after December 11, 2015. Eligible employees hired before December 11, 2015 will be covered under letter of agreement # 17.

The following shall be paid holidays,

New Year's Day Day after New Year's Day Good Friday Victoria Day La Fête Nationale Canada Day First Monday of August Labour Day Truth and Reconciliation Day Thanksgiving Day Christmas Day Boxing Day

# Effective January 1, 2016:

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.

Provided the employee notifies the Employer fourteen (14) days in advance, the holiday shall be scheduled on the day requested by the employee otherwise the holiday shall be scheduled by mutual consent. Such request shall not be unreasonably denied. The floating holiday must be received/taken within the calendar year in which it is earned. Personal Floater Days not taken during the calendar year are forfeited and cannot be carried over from one calendar year to another

#### 14.2

If the holiday falls on a regular working day and the employee is not required to work, he (she) shall receive his (her) normal basic pay for such day at the straight time rate.

#### 14.3

If the holiday falls on a regularly scheduled work day and the employee is required to work, the employee shall receive, at his or her option either;

i) two and one-half (2 1/2) times his (her) basic rate for all hours worked.

ii) receive one and a half (1 1/2) his (her) basic rate for all hours worked up to the scheduled hours of his (her) daily work schedule, plus two and one-half (2 1/2) times his (her) basic rate thereafter. The employee's time off bank will also be credited with one (1) day. The banked stat must be taken within one (1) year of being banked.

The Employer cannot unilaterally schedule an employee off on a statutory holiday and substitute him or her by a temporary or part-time employee.

A permanent employee scheduled to work on a statutory holiday must request in writing to have that day off. When the employee's request is granted, the Employer will first offer the shift to permanent full-time employees in that job title followed by permanent part-time employees in that job title. If permanent employees (whether full time or part-time) in that job title refuse, the Company will then offer the shift to multitasking employees in that job title prior to soliciting the services of temporary employees.

#### 14.4

If the holiday falls on a regularly scheduled day off or during his (her) vacation and he (she) is not required to work, the employee shall, at his (her) option, receive either one (1) additional day's pay for that week, or credit his (her) time off in lieu bank with one day.

#### 14.5

If the holiday falls on a scheduled day off and the employee is required to work, he (she) shall receive the applicable rate for that day plus one and one-half (1 1/2) times his (her) basic rate for all hours worked, with a minimum credit of his (her) daily work schedule; or he (she) shall at his (her) option, receive the above remuneration reduced by one (1) time his (her) basic rate for all hours worked up to all the scheduled hours of his (her) daily work schedule and his (her) full rate of remuneration thereafter, and credit his (her) time off in lieu bank with one (1) day.

#### 14.5.1

Days off may be separated and scheduled adjacent to holidays, provided the holiday is considered a day off for the purposes of Article 10.2. Compensation shall be according to Article 14.5.

# 14.6 APPLICABLE TO TALENT, PRODUCTION AND TECHNICAL EMPLOYEES ONLY

Before December 1st of each year, the Employer will ascertain the preferences of the employees and shall take them into account regarding the scheduling of Christmas and New Year's holidays. Preferences shall be taken on the basis of Company seniority within the functional groups. In any case, each employee is entitled to obtain a Christmas or New Year's leave.

#### 14.7 APPLICABLE TO PRODUCTION AND TECHNICAL EMPLOYEES ONLY

If six (6) consecutive days off are scheduled, consisting of two (2) regular scheduled days off plus one (1) day in lieu of Christmas Eve Day, one (1) day in lieu of Christmas Day, one (1) day in lieu of New Year's Eve Day, and one (1) day in lieu of New Year's Day, and these six (6) days include either Christmas Day or New Year's Day, the Christmas Eve Day, Christmas Day, New Year's Eve Day and New Year's Day will be considered as taken, then the provisions of Articles 14.3, 14.4 and 14.5 shall not apply.

#### 14.7.A APPLICABLE TO TALENT EMPLOYEES ONLY

If six (6) consecutive days off are scheduled, consisting of two (2) regular scheduled days off plus one (1) day in lieu of Christmas Day, one (1) day in lieu of Boxing Day, one (1) day in lieu of New Year's Day, and one (1) day in lieu of the Day after New Year's Day, and these six (6) days include either Christmas Day or New Year's Day, the Christmas Day, Boxing Day, New Year's Day and the Day after the New Year's Day will be considered as taken, then the provisions of Articles 14.3, 14.4 and 14.5 shall not apply.

#### **ARTICLE 15 - ANNUAL VACATION**

15.1 The following article applies to employees hired after December 11, 2015. Eligible employees hired before December 11, 2015 will be covered under letter of agreement # 16.

Except as modified by subsequent clauses of this Article, employees shall be entitled to an annual vacation with pay, in accordance with the following table:

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

15.2

Except in the case of those sick leaves with pay granted by the Employer, an employee's vacation may be reduced because of continuous absence from work if such absence has lasted at least one (1) month. This reduction will be at the rate of five-sixths (5/6), five-fourths (5/4), five-thirds (5/3) or two and one-half (2 1/2) days per month, depending on whether he (she) would otherwise have been entitled to a vacation of ten (10), fifteen (15), twenty (20) or twenty-five (25) days.

15.3

Although employees are not normally requested to work during their vacation, when the Employer does request and the employee accepts to work on any day which falls within the scheduled vacation period, compensation shall be calculated as follows: Two (2) times basic rate with a minimum credit of his (her) daily work schedule and three (3) times basic rate for all hours in excess thereof. Furthermore, the employee shall be allowed reasonable traveling time and expenses. Any payments earned under this Article shall be in addition to vacation pay earned in accordance with Article 15.1.

15.4

Vacation period shall be from January 1st to end of April of the following year except for the period between December 10th and January 10th. Scheduling of annual leave between December 10th and January 10th will be subject to Articles 14.6, 14.7 and subject to operational requirements.

15.5

Vacation preference shall be given to employees within each functional group on the basis of employee's seniority.

#### 15.6

Employee's application for vacation shall be submitted in writing prior to April 1<sup>st</sup>. Vacation schedules will be posted by May 1<sup>st</sup> of each year. Employees who have vacation time not scheduled on May 1<sup>st</sup> can request vacation at any time provided that it does not interfere with vacation scheduled in the May 1<sup>st</sup> posting. During the first two weeks of December, the Employer will notify any employees who still have unused vacation of the amount of days still available and advise the employees that any vacation not requested by January 15<sup>th</sup> can be scheduled by the employer without any request from the employee(s).

#### 15.6.1

If an employee makes a request after April 1st for any part of his (her) vacation, he (she) shall be notified within one week if his (her) proposed dates are acceptable.

#### 15.7

Summer vacation reference period is from June first (1st) to September fifteen (15) inclusively. During this period, each permanent employee can request up to three (3) weeks of vacation. Once the employees have submitted their choice of vacation in conformity with paragraph 15.5, an employee can request further vacation time. The Employer will accommodate further summer vacation requests whenever possible.

# **ARTICLE 16 - SICKNESS ABSENCE**

As of January 1, 2017, Absence Due to Sickness or Quarantine Prior to the Eighth Full Calendar Day of Absence

#### 16.1

An employee who is absent on account of sickness or quarantine, shall be paid for continuous absence prior to the eighth full calendar day of such absence.

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

#### 16.2

Upon the eighth full calendar day of an absence covered under Section 16.1, 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.

If required by the Employer, a doctor's certificate must be produced when sickness exceeds three (3) consecutive working days, which may be broken by days off or statutory holidays.

#### 16.3

Absence because of illness or incapacity shall not interrupt an employee's vacation credits.

#### 16.4

Should an employee fall sick while on vacation and should this illness require hospitalization, sick leave will be paid if the employee has sick leave credits, and the unused days of vacation will be credited to the employee.

#### 16.5

Compensation received by an employee under the Workmen's Compensation Act shall be supplemented by the Employer so that the total payment shall equal the employee's regular basic salary.

# ARTICLE 17 - MATERNITY LEAVE AND LEAVE FOR CHILD CARE RESPONSIBILITIES

17.1

The Employer grants employees who have completed six (6) months of continuous service with the Employer a maternity leave of either fifteen (15) or eighteen (18) weeks as elected by the employee in accordance with the Quebec Parental Insurance Plan. However she must file the request for such leave four (4) weeks prior to the leave and such request must be supported by a medical certificate specifying the probable date of birth.

The delay for presentation of the notice may be shorter if a medical certificate states that the employee must leave sooner than expected. In an unexpected situation, the employee is exempted of the obligation for a notice provided she produces a medical certificate stating she had to leave work without delay.

17.2

The distribution of the maternity leave between the sixteenth (16<sup>th</sup>) week preceding the expected delivery date and the eighteenth (18<sup>th</sup>) week after the day of birth is up to the employee. However the maternity leave with exception of circumstances provided for in Article 17.11 must be consecutive.

17.3

The employee who gives birth to a stillborn child after the twentieth (20<sup>th</sup>) week preceding the foreseen date of delivery is also entitled to this maternity leave.

17.4

# Applicable to permanent female employees only

- Type A: For employees with six (6) months continuous service and entitled to Quebec Parental Insurance Plan:
  - Fifteen (15) or eighteen (18) weeks (as elected by the employee) of payment equivalent to fifty per cent (50%) of the difference between the Quebec Parental Insurance Plan Maternity Benefits received and the employee's basic salary.

The indemnity for the first two (2) weeks is paid by the Employer within the first two (2) weeks of the maternity leave. The indemnity paid by the Employer for the following fifteen (15) weeks is paid every two (2) weeks, the first payment being due only fifteen (15) days after the employee produces the approval of her benefits request and the benefit calculation report, both issued by the Quebec Parental Insurance Plan.

# Applicable to other female employees:

Type B: For employees with less than: six (6) months of continuous service:

Fifteen (15) or eighteen (18) weeks (as elected by the employee) of leave of absence without pay.

It is understood that such a leave will not have the effect of extending the intended duration of an employee's employment.

# 17.5 Parental Leave

Care and custody of a newborn child - subject to Article 17.7, where an employee has or will have the actual care and custody of a newborn child, that employee is entitled to and shall be granted a leave of absence without pay from employment of up to either twenty-five (25) or thirty-two (32) weeks, as elected by the employee commencing, at the earliest

- a) In the case of a female employee:
  - i) after the expiration of any leave of absence from employment taken by her under Article 17.1.
- b) In the case of a male employee:
  - i) on the day the child is born,
  - ii) on the day the child comes into his actual care and custody.

The parental leave shall be taken within the 52 weeks following the delivery date.

# 17.6

**Adoption** - subject to Article 17.7, where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, that employee is entitled to and shall be granted a leave of absence without pay from employment of either twenty-eight (28) or thirty-seven (37) weeks as elected by the employee commencing no sooner than the week the child comes into the employee's care for adoption in Quebec.

For adoption outside Quebec, this leave of absence without pay shall begin no sooner than two (2) weeks before the week the child comes into the employee's care.

The aggregate amount of leave of absence from employment that may be taken by two employees under Article 17.5 (parental leave) shall not exceed twenty-five (25) or thirty-two (32) weeks as per the employees' choice.

The aggregate amount of leave of absence from employment that may be taken by two employees under Article 17.6 (adoption leave) shall not exceed twenty-eight (28) or thirty-seven (37) weeks as per the employees' choice.

# 17.8 Right to benefits and seniority

Any employee who takes or is required to take a leave of absence from employment under this Article will be subject to the following:

# 17.8.1

The pension, health and sick leave benefits, vacation entitlement and the seniority shall accumulate during the entire period of the leave.

#### 17.8.2

Where a monetary contribution is normally required of an employee for the employee to be entitled to a benefit referred to in Article 17.8.1, the employee is responsible for and must, within a reasonable time, pay that monetary contribution.

#### 17.8.3

For the purposes of calculating the pension, health and sick leave benefits of an employee who fails to pay the monetary contribution required by Article 17.8.2, employment on the employee's return to work shall be deemed to be continuous with employment before his (her) absence.

# 17.8.4

For the purposes of calculating benefits of an employee, other than benefits referred to in Article 17.8.1, employment on the employee's return to work shall be deemed continuous with employment before his (her) absence.

#### 17.9

The employee is entitled to a special leave with pay for visits to the doctor related to her pregnancy as attested by a medical certificate. Such leave shall last no longer than necessary than to allow the pregnant employee to visit her doctor. In any case, such special leave shall be available only during that part of pregnancy when the employee is still at work.

# 17.10

Should complications (attested by a medical certificate) arise which obliges the employee to be removed from her job, the Employer will provide alternative employment. The employee is then paid at her regular rate of pay, notwithstanding the grade of the alternate job. It is understood that Article 29.1 does not apply.

The employee whose child stays in the hospital after she is discharged may have a broken leave. She may return to work and resume her leave upon the child coming home.

#### 17.12 Return to work

Resumption of employment following a leave under this Article will be as follows:

#### 17.12.1

Same position - the Employer shall, on the expiration of any such leave, reinstate the employee in the position that he (she) occupied when the leave of absence from employment commenced.

#### 17.12.2

Comparable position - where for any valid reason the Employer cannot reinstate an employee in the position referred to in Article 17.12.1, the Employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.

#### 17.13

The employee may carry over her holidays and vacations if they are scheduled during her maternity leave provided for in Article 17.4.

# 17.14

Upon return from maternity leave and/or child care leave, a female employee must return to work for a minimum period of six (6) continuous months. Failure to do so, such employee will reimburse the employer all indemnities provided for in Article 17.4 above.

# 17.15

Male employees who have completed at least six (6) consecutive months of continuous employment with the Employer will be granted two (2) days paid paternity leave before or after the period during which the male employee receives paternity benefits from the Quebec Parental Insurance Plan.

#### 17.15.1

Employees, while receiving paternity benefits under the Quebec Parental Insurance Plan, will be granted a leave of absence without pay for a duration of either three (3) or five (5) weeks, as elected by the employee. This leave of absence shall start no sooner than the week the child is born.

# ARTICLE 18 - COMPASSIONATE LEAVE

18.1

Employees called to serve on juries or to obey a subpoena shall receive their regular salary less their jury or witness compensation provided that they shall return to work if released before 13:00 hours. Furthermore, employees shall not be required to work any tour except the normal day shift tour Monday to Friday inclusive during periods when serving on juries.

18.2

When an employee is required to be absent due to a death in his (her) immediate family, e.g. legal guardian, spouse, common-law spouse, father, mother, sister, brother, child, mother-in-law, father-in-law, grandparent, he (she) will be granted compassionate leave of absence with pay of up to three (3) days in normal circumstances.

Recognizing that there may be special circumstances, at the employee's request, the Employer will have the option of either granting an additional two (2) days with pay or reschedule the employee's days off without penalty to the Employer to provide a five (5) day compassionate leave period.

18.3

Employees will obtain permission to absent themselves on short notice in the event of an unforeseen emergency. During such absence, the salary will be maintained for a duration left to the discretion of the Employer.

18.4

The Employer will consider requests for specified leave for emergencies, e.g. birth of a child, critical illness in the immediate family. However, payment for such leave will be at the sole discretion of the Employer.

18.5

An employee may use three (3) days sick leave per year, with pay, to fulfill obligations relating to the care, health or education of his (her) minor child, in cases where his (her) presence is required due to unforeseeable circumstances beyond his (her) control. He (she) must have taken all reasonable steps within his (her) power to assume these obligations otherwise and to limit the duration of the leave.

The leave may be divided into days. A day may also be divided.

The employee must advise the Employer of his (her) absence as soon as possible.

# **ARTICLE 19 - LEAVE FOR UNION ACTIVITIES**

# 19.1

Upon request by the Union, the Employer will release without loss of pay or other benefits up to five (5) employees named by the Union for negotiation meetings. At the Union's request, two (2) additional employees shall be released without pay for negotiation meetings. Employees released with pay for the above purposes shall be paid at their basic rate only.

# 19.1.1

Upon request by the Union, the Employer shall release without loss of pay or other benefits up to seven (7) employees named by the Union for a period of five (5) consecutive days for the purpose of pre-negotiation meetings. At the Union's request, three (3) additional employees shall be released without pay to take part in pre-negotiation meetings. Employees released with pay for the above purpose shall be remunerated at their basic rate only. No more than one (1) employee in each departmental job function shall be released.

#### 19.1.2

Upon request by the Union, the Employer will release without loss of pay or other benefits, up to three (3) employees (i.e. the Union grievance Committee) for the duration of the grievance meetings. In cases of Steps 1 and 2 of the Grievance Procedure, the Union Grievance Committee will be released for the day in order to resolve the outstanding grievance(s) from the previous step(s). Employees released with pay for the above purposes shall be paid at their basic rate only.

#### 19.1.3

Recognizing the need for Union Officers to attend local executive meetings, the Employer agrees to arrange working schedules so that a quorum of four (4) would be off duty. The Union agrees to provide the names of the executive members required, the dates and times of such meetings for a period from June to May. It is understood that meetings will normally be scheduled once each month during the evening hours. If it is not possible to make the above arrangements, the Employer will advise the Union prior to the posting of schedules so that a mutually agreeable alternate date for the meeting may be selected.

# 19.2

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

# 19.2.1

Attend executive council meetings, labour conventions, congresses and the like. A request for such leave shall be submitted at least ten (10) days in advance.

#### 19.2.2 NOT APPLICABLE TO TALENT EMPLOYEES

Accept a position with the Union or an official labour body. Such leave shall be granted by the Employer for maximum duration of one (1) year on receipt of a written request from the President of Local 614M and/or the National Union. For the duration of the leave the employee will accumulate seniority as per article 28.

# 19.2.3

It is understood that no more than eight (8) employees shall be released at any one time. No more than one (1) employee in each departmental job function shall be released.

# 19.2.4

Upon request by the Union, the Employer shall release with pay two (2) Union representatives so that they might meet to discuss any matter not provided herein but regarding the management of the Collective Agreement. Such meeting shall last at most one (1) hour per week. No more than one (1) employee from each departmental job function shall be released.

#### 19.3

Recognizing the community of interest that exists in the workplace between the parties, the Employer shall release duly authorized officers of the Union for a combined period of fifty (50) working days per year to attend to matters relative to the administration of the Collective Agreement and/or relative to the administration of Union affairs.

These days shall be granted as non paid leave. Any such request must be submitted in writing at least ten (10) working days in advance.

If the request for the leave is made more than fifteen (15) working days in advance, the Union shall not be responsible for any overtime penalties incurred as a direct result of such leave.

#### 19.4

Non paid leave as covered in articles 19.2.1 and 19.3, will be paid by the employer without loss of benefits. The Union will then, on a monthly basis, reimburse the employer for the equivalent of all hours taken within that month plus twenty (20%) percent to cover benefits.

# **ARTICLE 20 - SABBATICAL LEAVE**

# 20.1

The Employer grants upon written request of a permanent employee with ten (10) years seniority or more a sabbatical leave with the following conditions. At no time will there be more than one (1) permanent employee per job function, with a maximum of five (5) permanent employees in the bargaining unit, on a sabbatical leave. The Employer and the employee will sign the sabbatical agreement reproduced in Appendix "D" before the sabbatical agreement can be implemented.

# 20.2

The sabbatical leave extends over a five (5) year period. The employee's four (4) years basic salary (exclusive of overtime, premiums and allowances) is spread over a five (5) year period. The employee is at work during the first four (4) years and on leave the fifth (5<sup>th</sup>) year.

# 20.3

The Employer shall, upon the expiration of a sabbatical leave, reinstate the employee in the position that he (she) occupied when the leave of absence from employment commenced.

Subject to Articles 32 and 33, where for any valid reason the Employer cannot reinstate an employee in such position, the Employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.

# 20.4

During the first four (4) years of the sabbatical agreement, the employee is subject to all the provisions of the collective agreement. When the employee is on leave during the fifth (5<sup>th</sup>) year, he (she) remains subject to all the provisions of the collective agreement except as follows: there is no entitlement to jury duty leave, leave for union activities, bereavement leave or paternity leave; coverage of the benefits provided for in Article 44 is subject to the terms, conditions and limitations of the master-policies.

# 20.5

During the entire sabbatical leave arrangement (i.e. five (5) years), vacations are remunerated at eighty percent (80%) of the basic rate.

# 20.6

Each of the years of the sabbatical leave is computed as a year of service for the purpose of retirement.

Should an employee wish to withdraw from the sabbatical agreement, he (she) may do so at any time within the first forty-two (42) months from the start of the sabbatical agreement by giving two (2) weeks notice in writing to the Employer. In such cases, the provisions of Article 20.8 shall apply. In the last eighteen (18) months of the sabbatical agreement, an employee may not withdraw from the arrangement without the Employer's agreement.

# 20.8

In case of retirement, withdrawal, resignation, death, lay-off or dismissal of the employee, the sabbatical agreement, subject to Article 20.7, ends on the day of the event and the following conditions apply:

the Employer reimburses to the employee for the time the sabbatical agreement was in effect the amount equal to the difference between the salary he (she) would have received as per the collective agreement if the sabbatical agreement had not been in force, and the salary received.

For the purpose of the pension plan, the Employer repays the contributions as if the employee had never subscribed to the sabbatical agreement. The said contributions are taken from the reimbursement provided for above.

#### 20.9

During the sabbatical agreement, the total amount of leaves of absence without pay cannot exceed twelve (12) months. In this case, the sabbatical agreement is prolonged by the duration of the leave(s).

# 20.10

In case of long term disability, the employee may choose:

- a) Either to continue to participate in the sabbatical agreement and to delay the sabbatical leave until the time he (she) is well. In such a case, the employee is entitled to long term disability benefits calculated on the salary provided for in the sabbatical agreement.
  - Should the disability occur during the year of leave, the said leave may, subject to the terms, conditions and limitations of the LTD plan, be interrupted and resumed when the employee is well. During this interruption, the employee is entitled, subject to the terms, conditions and limitations of the LTD plan, to long term disability benefits calculated on the salary provided for in the sabbatical agreement.
- b) Either to put an end to the sabbatical agreement and to receive long term disability benefits calculated on his (her) full salary. The provisions of Article 20.8 apply in such a case.

Should the employee benefit from a maternity or adoption leave, the sabbatical agreement is interrupted during the said leave and resumes at the end of such leave. During the interruption, the collective agreement applies.

# ARTICLE 21 - LEAVE OF ABSENCE WITHOUT PAY

#### 21.1

A permanent employee who has completed his (her) probationary period may request a leave of absence without pay for good and sufficient reason. His (her) request (including the reasons) must be made in writing at least thirty (30) days before the intended starting date of the leave and shall include the starting date and the return date.

#### 21.2

Subject to operational requirements, the Employer may grant such a leave of absence for a maximum period of one (1) year. Should the employee wish to extend a leave of absence, it shall be considered as a new request and the employee will follow the same procedure. Such leave or extension thereof shall not be denied without good and sufficient reason.

#### 21.3

Requests for such leave shall be considered on a first come, first served basis. Should two (2) or more employees request such leave at the same time, priority shall be given to the employee with the most seniority.

# 21.4

An employee who wishes to return to work prior to the date indicated in his (her) request may do so if the Employer permits it. The Employer shall not withhold permission unreasonably. In any case, the employee must give at least twenty (20) calendar days advance notice.

# 21.5

While on leave of absence without pay, an employee accumulates seniority as provided for in Articles 28.4 and 28.5. During such absence, an employee is not covered by the terms of this collective agreement except as provided for in Articles 5.5 and 21.6.

#### 21.6

Except as may be otherwise agreed, employees on absence without pay do not enjoy benefits under this Agreement. They may, however, provided they pay the entire cost, continue to participate in the employee benefit plans described in Article 44.2, subject to the limitations imposed by such plans.

# 21.7

The company will provide the employee taking such leave with pertinent information as to the consequences for his (her) benefits.

# 21.8

The Employer shall, on the expiration of any such leave of absence without pay, reinstate the employee in the position that he (she) occupied when the leave of absence from employment commenced.

Subject to Articles 32 and 33, where for any valid reason the Employer cannot reinstate an employee in the position referred to in Article 21.8; the Employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.

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# ARTICLE 22 - JOB TITLES, GRADES AND SALARY SCHEDULES

GRADE	JOB TITLES	LEVEL	2021 B/W RATE	2022 B/W RATE	2023 B/W RATE
1	Mail Clerk	START	1,334.64	1,358.00	1,314.92
	THE STORY OF THE S	1	1,438.35	1,463.52	1,417.09
1		2	1,542.07	1,569.06	1,519.28
		3	1,645.79	1,674.59	1,621.47
		4	1,749.46	1,780.08	1,723.61
2	Assistant Librarian	START	1,542.07	1,569.06	1,596.52
	Assistant Shipper	1	1,645.79	1,674.59	1,703.90
i	Receiver / Mail Clerk	2 3	1,749.46	1,780.08	1,811.23
	and an arrangement of the second second	3	1,853.18 1,956.88	1,885.61 1,991.13	1,918.61 2,025.97
The same of the sa		5	2.060.55	2.096.61	2,133.30
			2,000.00	2,000.01	2,100.00
3 3	Clerk Typist	START	1,645.79	1,674.59	1,703.90
	Switchboard / Receptionist	1	1,749.46	1,780.08	1,811.23
	The second state of the second	. 2	1,853.18	1,885.61	1,918.61
1	en gran an land transfer and the state of the control of the contr	3	1,956.88	1,991.13	2,025.97
	The second secon	4 5	2,060.55	2,096.61	2,133.30
		3	2,164.31	2,202.19	2,240.73
4	Assistant Carpenter Handyperson	START	1,645.79	1,674.59	1,703.90
r*	Assistant Carpenter Handyperson Assistant Photograph Labperson	1	1,749.46	1,780.08	1,811.23
f	Janitor Handyperson	2	1,853.18	1,885.61	1,918.61
		3	1,956.88	1,991.13	2,025.97
		4	2,060.55	2,096.61	2,133.30
		5 :	2,164.31	2,202.19	2,240.73
	and the second of the second o	6	2,268.02	2,307.71	2,348.09

erropping one in the Atlanta countries of	The state of the s		2021	2022	2023
GRADE	JOB TITLES	LEVEL	B/W RATE	B/W RATE	B/W RATE
5	Buyer Assistant	START	1,645.79	1,674.59	1,703.90
	Operator	1	1,749.46	1,780.08	1,811.23
		2	1,853.18	1,885.61	1,918.61
- services	and the second s	3	1,956.88	1,991.13	2,025.97
	and the second s	4	2,060.55	2,096.61	2,133.30
		5	2,164.31	2,202.19	2,240.73
	The state of the s	6	2,268.02	2,307.71	2,348.09
		7	2,371.73	2,413.24	2,455.47
6	Shipper / Receiver / Mail Clerk	START	1,645.79	1,674.59	1,703.90
	Television Assistant	1	1,749.46	1,780.08	1,811.23
A CONTRACTOR OF THE CONTRACTOR	Wardrobe Person	2	1,853.18	1,885.61	1,918.61
	Shipping/Mailroom Clerk/Handyperson	3	1,956.88	1,991.13	2,025.97
	Building Superintendent	4	2,060.55	2,096.61	2,133.30
		5	2.164.31	2,202.19	2,240.73
The second secon	The contract of the contract o	6	2,268.02	2,307.71	2,348.09
The second of th	ACCUPATION AND A THE PROPERTY OF THE PROPERTY AND A THE PROPERTY OF THE PROPER	7	2,371.73	2,413.24	2,455.47
	The second secon	8	2,475.42	2,518.74	2,562.82
CALL PROBLEMS NO.	The second secon	9	2,579.15	2,624.29	2,670.22
7	Accounting Clerk	START	1,645.79	1,674.59	1,703.90
· · · · · · · · · · · · · · · · · · ·	Technical Assistant	1	1,749.46	1,780.08	1,811.23
	The second secon	2	1,853.18	1,885.61	1,918.61
And the second second second second	Service Service Control of Contro	3	1,956.88	1,991.13	2,025.97
1000 100 20 11 1	The contraction of the contracti	4	2,060.55	2,096.61	2,133.30
		5	2,164.31	2,202.19	2,240.73
	1	6	2,268.02	2,307.71	2,348.09
		7	2,371.73	2,413.24	2,455.47
		8	2,475.42	2,518.74	2,562.82
		9	2,579.15	2,624.29	2,670.22
		10	2,682.85	2,729.80	2,777.57
		11	2,786.56	2,835.32	2,884.94
		12	2,890.25	2,940.83	2,992.29

			2021	2022	2023
GRADE	JOB TITLES	LEVEL	B/W RATE	B/W RATE	B/W RATE
8	Buyer	START	1,853.18	1,885.61	1,918.61
	Coordinator, Creative Services Marketing	1	1,956.88	1,991.13	2,025.97
	Credit Officer	2	2.060.55	2,096.61	2,133.30
	Film Transfer Archivist	3	2,164.31	2,202.19	2,240.73
	Traffic / Programming Clerk	4	2,268.02	2,307.71	2,348.09
	m sa dulaid (1777) da skamada ♥ (1777) 17 - 12 ♥ ad series (1777) 17 - 17 - 17 - 17 - 17 - 17 - 17 -	5	2,371.73	2,413.24	2,455.47
		6	2,475.42	2,518.74	2,562.82
		7	2,579.15	2,624.29	2,670,22
		8	2,682.85	2,729.80	2,777.57
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1		9	2,786.56	2,835.32	2,884.94
			2,786.56 2,890.25	2,835.32 2,940.83	2,884.94 2,992.29
9	Librarian	9	Company of the second second	and the comment of th	and the community of th
9	The state of the s	9	2,890.25	and the comment of th	and the community of th
9	Librarian / Traffic Clerk	9	Company of the second second	2,940.83	2,992.29
9	The state of the s	9 10	2,890.25 2,164.31	2,940.83 2,202.19	2,992.29 2,240.73
9	Librarian / Traffic Clerk Shipping Receiving Coordinator	9 10	2,890.25 2,164.31 2,268.02	2,940.83 2,202.19 2,307.71	2,992.29 2,240.73 2,348.09 2,455.47
9	Librarian / Traffic Clerk Shipping Receiving Coordinator Researcher	9 10	2,890.25 2,164.31 2,268.02 2,371.73	2,940.83 2,202.19 2,307.71 2,413.24	2,992.29 2,240.73 2,348.09
9	Librarian / Traffic Clerk Shipping Receiving Coordinator Researcher	9 10	2,890.25 2,164.31 2,268.02 2,371.73 2,475.42	2,940.83 2,202.19 2,307.71 2,413.24 2,518.74	2,240.73 2,348.09 2,455.47 2,562.82
9	Librarian / Traffic Clerk Shipping Receiving Coordinator Researcher	9 10 1 2 3 4 5	2,164.31 2,268.02 2,371.73 2,475.42 2,579.15	2,202.19 2,307.71 2,413.24 2,518.74 2,624.29	2,240.73 2,348.09 2,455.47 2,562.82 2,670.22
9	Librarian / Traffic Clerk Shipping Receiving Coordinator Researcher	9 10 1 2 3 4 5 6	2,164.31 2,268.02 2,371.73 2,475.42 2,579.15 2,682.85	2,202.19 2,307.71 2,413.24 2,518.74 2,624.29 2,729.80	2,240.73 2,348.09 2,455.47 2,562.82 2,670.22 2,777.57
9	Librarian / Traffic Clerk Shipping Receiving Coordinator Researcher	9 10 1 2 3 4 5 6 7	2,164.31 2,268.02 2,371.73 2,475.42 2,579.15 2,682.85 2,786.56	2,202.19 2,307.71 2,413.24 2,518.74 2,624.29 2,729.80 2,835.32	2,240.73 2,348.09 2,455.47 2,562.82 2,670.22 2,777.57 2,884.94

	JOB TITLES	LEVEL	2021 B/W RATE	2022 B/W RATE	2023 B/W RATE
GRADE	1000	and the second second			
10	Audio Operator	START	2,060.55	2,096.61	2,133.30
	Building Equipment Technician	1	2.164.31	2.202.19	2.240.73
	Cameraperson	2	2,268.02	2,307.71	2,348.09
	Carpenter	3	2,371.73	2.413.24	2,455,47
	Draft Person	4	2,475.42	2.518.74	2,562.82
	Electrician	5	2,579.15	2,624.29	2,670.22
	Film / ENG Editor	6	2,682.85	2.729.80	2,777.57
• • • • • • • • • • • • • • • • • • • •	Hairdresser	7	2,786.56	2,835.32	2,884.94
CARCOLL SECTION CO. C. C. C.	Lightingperson	8	2,890.25	2,940.83	2,992.29
	Make-up Artist	9	2,993.99	3,046.38	3,099.69
	Master Control Operator	10	3.097.70	3,151.91	3,207.07
n ennotes the environment of the environment	Operations Scheduler	11	3,201.41	3,257.43	3,314.44
	Photographer Labperson	12	3,305.07	3,362.91	3,421.76
	Production Assistant	Table 1	ensesa pelle Telle Talon	100 To Torritorio in Comment	·
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e 4 . a dec alette mener en sak i en e .	Cameraperson/ENG Editor(Q.City) Researcher Coordinator Traffic Billing Coordinator Camera-Editor Microwave Operator-Editor	START 1 2 3 4	2,060.55 2,164.31 2,268.02 2,371.73 2,475.42	2,096.61 2,202.19 2,307.71 2,413.24 2,518.74	2,133.30 2,240.73 2,348.09 2,455.47 2,562.82
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e e . e de della management e e d d e e e .	Feed & Play Operator  Cameraperson/ENG Editor(Q.City) Researcher Coordinator Traffic Billing Coordinator Camera-Editor Microwave Operator-Editor IT Specialist Multimedia Technician - Overnight Patrol	START  1 2 3 4 5 6	2,060.55 2,164.31 2,268.02 2,371.73 2,475.42 2,579.15 2,682.85 2,786.56 2,890.25	2,096.61 2,202.19 2,307.71 2,413.24 2,518.74 2,624.29 2,729.80 2,835.32 2,940.83	2,133.30 2,240.73 2,348.09 2,455.47 2,562.82 2,670.22 2,777.57 2,884.94 2,992.29
e 4 . a dec alette mener en sak i en e .	Feed & Play Operator  Cameraperson/ENG Editor(Q.City) Researcher Coordinator Traffic Billing Coordinator Camera-Editor Microwave Operator-Editor IT Specialist Multimedia Technician - Overnight Patrol Multitasker	START  1 2 3 4 5 6 7 8 9	2,060.55 2,164.31 2,268.02 2,371.73 2,475.42 2,579.15 2,682.85 2,786.56 2,890.25 2,993.99	2,096.61 2,202.19 2,307.71 2,413.24 2,518.74 2,624.29 2,729.80 2,835.32 2,940.83 3,046.38	2,133.30 2,240.73 2,348.09 2,455.47 2,562.82 2,670.22 2,777.57 2,884.94 2,992.29 3,099.69
e 4 . a dec alette mener en sak i en e .	Feed & Play Operator  Cameraperson/ENG Editor(Q.City) Researcher Coordinator Traffic Billing Coordinator Camera-Editor Microwave Operator-Editor IT Specialist Multimedia Technician - Overnight Patrol Multitasker	START  1 2 3 4 5 6 7 8 9 10	2,060.55 2,164.31 2,268.02 2,371.73 2,475.42 2,579.15 2,682.85 2,786.56 2,890.25 2,993.99 3,097.70	2,096.61 2,202.19 2,307.71 2,413.24 2,518.74 2,624.29 2,729.80 2,835.32 2,940.83 3,046.38 3,151.91	2,133.30 2,240.73 2,348.09 2,455.47 2,562.82 2,670.22 2,777.57 2,884.94 2,992.29 3,099.69 3,207.07
e 4 . a dec alette mener en sak i en e .	Feed & Play Operator  Cameraperson/ENG Editor(Q.City) Researcher Coordinator Traffic Billing Coordinator Camera-Editor Microwave Operator-Editor IT Specialist Multimedia Technician - Overnight Patrol Multitasker	START  1 2 3 4 5 6 7 8 9	2,060.55 2,164.31 2,268.02 2,371.73 2,475.42 2,579.15 2,682.85 2,786.56 2,890.25 2,993.99	2,096.61 2,202.19 2,307.71 2,413.24 2,518.74 2,624.29 2,729.80 2,835.32 2,940.83 3,046.38	2,133.30 2,240.73 2,348.09 2,455.47 2,562.82 2,670.22 2,777.57 2,884.94 2,992.29

			2021	2022	2023
GRADE	JOB TITLES	LEVEL	B/W RATE	B/W RATE	B/W RATE
12	Cameraperson/Film/ENG Editor	START	2,060.55	2.096.61	2,133.30
:=	Coordinator (Quebec City)	1	2,164.31	2,202.19	2,240.73
100 Acres 100 Ac	Chief Building Equipment Technician	2	2,268.02	2,307.71	2,348.09
	Digital Reporter	3	2,371.73	2,413.24	2,455,47
	Film / ENG Editor Coordinator	4	2,475.42	2,518.74	2,562.82
40 to 1 to 1	Graphic Artist / Animator	5	2,579.15	2,624.29	2,670.22
	Lighting Director	6	2,682.85	2,729.80	2,777.57
	Master Control Operations Coordinator	7	2,786.56	2.835.32	2,884.94
	Master Electrician	8	2,890.25	2,940.83	2,992.29
	Multimedia Technician (MMT) Coord - Qc City	9	2,993.99	3,046.38	3,099.69
	Operations Coordinator	10	3.097.70	3,151.91	3,207.07
	Production Automation Assistant	10	3,201.41	3,151.91	3,207.07
	Reporter / Writer	12	3,305.07	3,362.91	3,421.76
	Set Designer Technician (Mechanical)	13	3,408.77	3,468.42	3,529.12
	and the commence of the second commence and the commence	14	3,512.50	3,573.97	3,636.5
	:\/idoo loumolist			3.313.91	3,030.3
	Video Journalist	The state of the s	e tre transfer to the same of the same and the same		2 7/2 9/
	Video Journalist Videograph Operator Videotape Operator Coordinator	15	3,616.19	3,679.47	3,743.86
13	Videograph Operator Videotape Operator Coordinator	15	3,616.19	3,679.47	3,743.86
13	Videograph Operator Videotape Operator Coordinator Floor Manager	15 START	3,616.19 2,475.42	3,679.47 2,518.74	2,562.82
13	Videograph Operator Videotape Operator Coordinator  Floor Manager Television Technician	15 START 1	3,616.19 2,475.42 2,579.15	3,679.47 2,518.74 2,624.29	2,562.83 2,670.23
13	Videograph Operator Videotape Operator Coordinator  Floor Manager Television Technician Transmitter Technician	15 START 1 2	2,475.42 2,579.15 2,682.85	3,679.47 2,518.74 2,624.29 2,729.80	2,562.8; 2,670.2; 2,777.5
13	Videograph Operator Videotape Operator Coordinator  Floor Manager Television Technician Transmitter Technician Post Production Editor	15 START 1 2 3	2,475.42 2,579.15 2,682.85 2,786.56	3,679.47 2,518.74 2,624.29 2,729.80 2,835.32	2,562.8; 2,670.2; 2,777.5; 2,884.9
13	Videograph Operator Videotape Operator Coordinator  Floor Manager Television Technician Transmitter Technician	15 START 1 2 3 4	2,475.42 2,579.15 2,682.85 2,786.56 2,890.25	2,518.74 2,624.29 2,729.80 2,835.32 2,940.83	2,562.8; 2,670.2; 2,777.5; 2,884.9- 2,992.2;
13	Videograph Operator Videotape Operator Coordinator  Floor Manager Television Technician Transmitter Technician Post Production Editor	15 START 1 2 3 4 5	2,475.42 2,579.15 2,682.85 2,786.56 2,890.25 2,993.99	2,518.74 2,624.29 2,729.80 2,835.32 2,940.83 3,046.38	2,562.8; 2,670.2; 2,777.5; 2,884.9; 2,992.2; 3,099.6;
13	Videograph Operator Videotape Operator Coordinator  Floor Manager Television Technician Transmitter Technician Post Production Editor	15 START 1 2 3 4 5 6	2,475.42 2,579.15 2,682.85 2,786.56 2,890.25 2,993.99 3,097.70	2,518.74 2,624.29 2,729.80 2,835.32 2,940.83 3,046.38 3,151.91	2,562.8; 2,670.2; 2,777.5; 2,884.9; 2,992.2; 3,099.6; 3,207.0
13	Videograph Operator Videotape Operator Coordinator  Floor Manager Television Technician Transmitter Technician Post Production Editor	15 START 1 2 3 4 5 6 7	2,475.42 2,579.15 2,682.85 2,786.56 2,890.25 2,993.99 3,097.70 3,201.41	2,518.74 2,624.29 2,729.80 2,835.32 2,940.83 3,046.38 3,151.91 3,257.43	2,562.8; 2,670.2; 2,777.5; 2,884.9; 2,992.2; 3,099.6; 3,207.0; 3,314.4
13	Videograph Operator Videotape Operator Coordinator  Floor Manager Television Technician Transmitter Technician Post Production Editor	15 START 1 2 3 4 5 6 7 8	2,475.42 2,579.15 2,682.85 2,786.56 2,890.25 2,993.99 3,097.70 3,201.41 3,305.07	2,518.74 2,624.29 2,729.80 2,835.32 2,940.83 3,046.38 3,151.91 3,257.43 3,362.91	2,562.83 2,670.23 2,777.5 2,884.99 2,992.29 3,099.60 3,207.00 3,314.44 3,421.70
13	Videograph Operator Videotape Operator Coordinator  Floor Manager Television Technician Transmitter Technician Post Production Editor	15 START 1 2 3 4 5 6 7	2,475.42 2,579.15 2,682.85 2,786.56 2,890.25 2,993.99 3,097.70 3,201.41 3,305.07 3,408.77	2,518.74 2,624.29 2,729.80 2,835.32 2,940.83 3,046.38 3,151.91 3,257.43	2,562.83 2,670.23 2,777.55 2,884.94 2,992.29 3,099.60 3,207.00 3,314.44 3,421.74 3,529.13
13	Videograph Operator Videotape Operator Coordinator  Floor Manager Television Technician Transmitter Technician Post Production Editor	15 START 1 2 3 4 5 6 7 8 9	2,475.42 2,579.15 2,682.85 2,786.56 2,890.25 2,993.99 3,097.70 3,201.41 3,305.07	2,518.74 2,624.29 2,729.80 2,835.32 2,940.83 3,046.38 3,151.91 3,257.43 3,362.91 3,468.42	2,562.83 2,670.23 2,777.5 2,884.94 2,992.29 3,099.60 3,207.00 3,314.44 3,421.77 3,529.13 3,636.5
13	Videograph Operator Videotape Operator Coordinator  Floor Manager Television Technician Transmitter Technician Post Production Editor	15 START 1 2 3 4 5 6 7 8 9 10	2,475.42 2,579.15 2,682.85 2,786.56 2,890.25 2,993.99 3,097.70 3,201.41 3,305.07 3,408.77 3,512.50	2,518.74 2,624.29 2,729.80 2,835.32 2,940.83 3,046.38 3,151.91 3,257.43 3,362.91 3,468.42 3,573.97	2,562.83 2,670.23 2,777.55 2,884.94 2,992.29 3,099.60 3,207.00 3,314.44 3,421.74 3,529.13

GRADE	JOB TITLES	LEVEL	2021 B/W RATE	2022 B/W RATE	2023 B/W RATE
14	Assignment Editor	START	2,579.15	2,624.29	2,670.22
,	Assignment Editor/Reporter (week-end)	1	2,682.85	2,729.80	2,777.57
	Field Producer	2	2,786.56	2,835.32	2,884.94
	Multmedia Producer	3	2,890.26	2,940.84	2,992.30
	Post-Production Coordinator	4	2,993.99	3,046.38	3,099.69
	Producer	5	3,097.70	3,151.91	3,207.07
	Television Technician Coordinator	6	3,201.41	3,257.43	3,314.44
	Transmitter Technician Coordinator	7	3,305.07	3,362.91	3,421.76
	Writer / Producer	8	3,408.77	3,468.42	3,529.12
	C. C	9	3,512.50	3,573.97	3,636.51
	The state of the s	10	3,616.19	3,679.47	3,743.86
		11	3,719.91	3,785.01	3,851.25
	The second secon	12	3,823.63	3,890.54	3,958.62
		13	3,927.33	3,996.06	4,065.99
			45 454 - 544 454 - 544 -		
15	Live Coordinator/Director/MMT	START	2,993.99	3,046.38	3,099.69
15	Live Coordinator/Director/MMT Post-Production Supervisor	START 1	2,993.99 3,097.70	3,046.38 3,151.91	3,099.69 3,207.07
15	41.00	START 1 2	the second secon		
15	Post-Production Supervisor	1	3,097.70	3,151.91	3,207.07
. <b>15</b>	Post-Production Supervisor Production Assistant/Director	1 2 3 4	3,097.70 3,201.41	3,151.91 3,257.43	3,207.07 3,314.44
15	Post-Production Supervisor Production Assistant/Director Production Automation Director	1 2 3 4	3,097.70 3,201.41 3,305.07	3,151.91 3,257.43 3,362.91	3,207.07 3,314.44 3,421.76
15	Post-Production Supervisor Production Assistant/Director Production Automation Director Promotion Supervisor / Office	1 2 3 4 5	3,097.70 3,201.41 3,305.07 3,408.77	3,151.91 3,257.43 3,362.91 3,468.42	3,207.07 3,314.44 3,421.76 3,529.12
15	Post-Production Supervisor Production Assistant/Director Production Automation Director Promotion Supervisor / Office Supervising Assignment Editor	1 2 3 4	3,097.70 3,201.41 3,305.07 3,408.77 3,512.50	3,151.91 3,257.43 3,362.91 3,468.42 3,573.97	3,207.07 3,314.44 3,421.76 3,529.12 3,636.51
15	Post-Production Supervisor Production Assistant/Director Production Automation Director Promotion Supervisor / Office Supervising Assignment Editor Supervising Producer - Digital Content	1 2 3 4 5	3,097.70 3,201.41 3,305.07 3,408.77 3,512.50 3,616.19	3,151.91 3,257.43 3,362.91 3,468.42 3,573.97 3,679.47	3,207.07 3,314.44 3,421.76 3,529.12 3,636.51 3,743.86
15	Post-Production Supervisor Production Assistant/Director Production Automation Director Promotion Supervisor / Office Supervising Assignment Editor Supervising Producer - Digital Content Supervising News Producer	1 2 3 4 5 6 7	3,097.70 3,201.41 3,305.07 3,408.77 3,512.50 3,616.19 3,719.91	3,151.91 3,257.43 3,362.91 3,468.42 3,573.97 3,679.47 3,785.01	3,207.07 3,314.44 3,421.76 3,529.12 3,636.51 3,743.86 3,851.25
15	Post-Production Supervisor Production Assistant/Director Production Automation Director Promotion Supervisor / Office Supervising Assignment Editor Supervising Producer - Digital Content Supervising News Producer	1 2 3 4 5 6 7 8	3,097.70 3,201.41 3,305.07 3,408.77 3,512.50 3,616.19 3,719.91 3,823.63	3,151.91 3,257.43 3,362.91 3,468.42 3,573.97 3,679.47 3,785.01 3,890.54	3,207.07 3,314.44 3,421.76 3,529.12 3,636.51 3,743.86 3,851.25 3,958.62

		<b>{</b>	2021	2022	2023
GRADE	JOB TITLES	LEVEL	B/W RATE	B/W RATE	B/W RATE
16	Building Service Supervisor	START	2,993,99	3,046.38	3.099.69
	Bureau Chief (Quebec City)	1	3,097.70	3,151.91	3,207.07
	Carpentry Supervisor	2	3,201.41	3,257.43	3,314.44
- 0 - 10 - 101	Film / Tape Librarian Supervisor	3	3,305.07	3,362.91	3,421.76
	News and Production Dept. Supervisor	4	3,408.77	3,468.42	3,529.12
	Operations Supervisor	5	3,512.50	3,573.97	3,636.51
ees / 17 Mars	Photo Supervisor	6	3,616.19	3,679.47	3,743.86
	Production Supervisor	7	3,719.91	3,785.01	3,851.25
	Reporter / Writer / Supervisor	8	3,823.63	3,890.54	3,958.62
	Supervisor Graphic Department	9	3,927.33	3,996.06	4,065.99
	Supervisor Tech. Administrative Serv.	10	4,031.04	4,101.58	4,173.36
	Technical Maintenance Supervisor	11	4,134.79	4,207.15	4,280.78
	VTR Supervisor	12	4,238.46	4,312.63	4,388.10
		13	4,342.17	4,418.16	4,495.48

# **TALENT EMPLOYEES**

and the state of the same of the same	and the contraction of the contr		- In the state of	2021	2022	2023
GRADE	JOB TITLES		LEVEL	B/W RATE	B/W RATE	B/W RATE
<b>A</b>	Announcer Performer		START	2,890.25	2,940.83	2,992.29
	The second secon		1	2,993,99	3,046.38	3,099.69
e e e e e e e e e e e e e e e e e e e			2	3,097.70	3,151.91	3,207.07
			3	3,201.41	3,257.43	3,314.44
			4	3,305.07	3,362.91	3,421.76
			5	3,408.77	3,468.42	3,529.12
			6	3,512.50	3,573.97	3,636.51
			7	3,616.19	3,679.47	3,743.86
			8	3,719.91	3,785.01	3,851.25
			9	3,823.63	3,890.54	3,958.62
			10	3,927.33	3,996.06	4,065.99
			11	4,031.04	4,101.58	4,173.36
В	Newscaster / Writer		START	2.993.99	3.046.38	3.099.69
Vii 1,	The second of th		1	3,097.70	3,151.91	3,207.07
* ************************************	A CONTROL OF CONTROL O		2	3.201.41	3,257.43	3.314.44
			3	3,305.07	3,362.91	3,421.76
	Control of the Contro	** .	4	3,408.77	3,468.42	3,529.12
	The state of the s	***	5	3,512.50	3,573.97	3,636.51
The state of the s	and the contract of the contra	* - my m	6	3,616.19	3,679.47	3,743.86
a some dia some di desert			7	3,719.91	3,785.01	3,851.25
			8	3,823.63	3,890.54	3,958.62
	• · · · · · · · · · · · · · · · · · · ·		9	3,927.33	3,996.06	4,065.99
			10	4,040.97	4,111.69	4,183.64
	The second secon		11	4,144.97	4,217.51	4,291.32
* * * * * * * * * * * * * * * * * * * *	the second secon		12	4,238.46	4.312.63	4,388.10
Č	Sportscaster / Writer	:	START	2,993.99	3,046.38	3,099.69
	The second secon		1	3.097.70	3.151.91	3,207.07
			2	3.201.41	3,257,43	3,314,44
			3	3,305.07	3.362.91	3,421,76
			4	3.408.77	3,468.42	3,529,12
			5	3.512.50	3.573.97	3,636,51
			6	3,616.19	3,679.47	3,743.86
			7	3,719.91	3,785.01	3.851.25
			8	3.823.63	3.890.54	3,958.62
			9	3,927.33	3,996.06	4,065,99
			10	4,031.04	4,101.58	4,173,36
	And the second s		11	4.134.79	4,207.15	4,280.78
	e francisco		12	4,238.46	4,312.63	4,388.10
	Eq. (1.1.1.1.) result incomments in (1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.		13	4,342.16	4,418.15	4,495.47

# **ARTICLE 23 - GENERAL WAGE PROVISIONS**

# 23.1 Salary scales

For the purpose of this agreement, the salary increases will be:

- 1.50% + lump sum of 0.25% from January 1 to December 31, 2021
- 1.75% from January 1, 2022 to December 31, 2022
- 1.75% from January 1, 2023 to December 31, 2023

# 23.2 Progression

Progression through the salary scale within each grade as defined in Article 22 shall automatically occur on the employee's annual anniversary date of appointment or promotion to the salary grade.

As of January 1, 2008, a temporary employee will be entitled to an incremental increase within his (her) wage scale after two thousand (2000) hours worked.

In the case of a temporary employee becoming a permanent full time employee within his (her) current job classification, his (her) salary will be maintained at the same level.

# 23.2.1

Any contractual increases shall be made retroactive to the start of the pay period if it falls during the first seven (7) days of that pay period and shall be effective at the start of the next pay period if it falls during the last seven (7) day period. In all other cases, the adjustment in salaries will be effective at the start of the pay period following that in which the change falls due.

# 23.3

Excepting lay-offs and day-to-day re-assignments, should an employee be reclassified to a job, the salary grade of which is lower than that of his (her) current job, his (her) rate shall remain unaltered except that it shall not exceed the maximum of the grade into which he (she) is reclassified. The Employer shall not use its reclassification rights unreasonably.

#### 23.4

Where an employee's salary exceeds the maximum of the grade in which his (her) job is classified, the Employer shall have the right to reclassify the employee into another job within the bargaining unit for which he (she) is qualified, the salary grade of which is more in keeping with his (her) salary.

# ARTICLE 24 - FEES, ADDITIONAL, ASSIGNMENTS AND REMOTES

# APPLICABLE TO TALENT EMPLOYEES ONLY

#### 24.1 Local Recorded Commercial Announcements

The following shall apply to commercials produced at the Company's request for airing on CFCF Television for local retail or service advertisers and involving members of the bargaining unit:

# 24.1.1

- i) Performers on camera in speaking roles shall be paid one hundred and ninety-five dollars (\$195.00), effective the date of signature of the agreement and for the duration thereof.
- ii) Performers appearing on camera in non-speaking roles shall be paid one hundred and twenty-five dollars (\$125.00), effective the date of signature of the agreement and for the duration thereof.

These payments shall be for each thirteen (13) weeks of use. The maximum session call shall be four (4) hours. Should the recording session exceed that maximum, additional hours shall be paid at the rate of thirty-five dollars (\$35.00) per hour.

#### 24.1.2

When an off camera television commercial is recorded one hundred and twenty-five dollars (\$125.00), effective the date of signature of the agreement, shall be paid.

This payment shall be for each thirteen (13) weeks of use. The maximum session call shall be four (4) hours. Should the recording session exceed that maximum, additional hours shall be paid at the rate of thirty-five dollars (\$35.00) per hour.

# 24.2 Live and Recorded Commercials and Programs for Use in Extended Markets i.e. beyond the Montreal Market

Fees and rates for live and recorded commercials and programs for use in extended markets shall, for the bargaining unit employees, be based on the rate and fee schedules used by the Employer for freelance performers for the same commercials and programs in extended markets.

# 24.3 Minimum Talent Fees on Commercial Programs and Announcements

Staff announcers featured on local commercial programs in which all or portions of the program time is purchased by one or more sponsors, such programs including, but not limited to, personality programs, M.C. live talent, M.C. specialty shows, commentary, sports programs, telephone interviews, shall receive talent fees provided below for the sponsored time segments specified, irrespective of the number of sponsors.

24.3.1	OFF CA	AMERA	ON CAMERA	
5 m	inutes	\$27.00	5 minutes	\$ 50.50
10 n	ninutes	\$37.90	10 minutes	\$ 70.55
15 n	ninutes	\$49.35	15 minutes	\$ 93.40
			15-30 minutes	\$137.65
30-6 min		\$93.40	30-60 minutes	\$181.10
	n itional ninutes	\$14.00	each additional 30 minutes	\$ 27.00

# 24.3.2

Those off-camera announcers who present a single item of programming, either as a complete program or as a part of any longer program of any kind of five (5) minutes or greater in length, will be considered for the purposes of this Article as having been featured.

# 24.3.3

The Employer may, from time to time, request other employees in the unit to fill a position in the talent group.

If the employee agrees to the conditions of filling the position offered, he or she shall be paid his or her regular hourly rate plus an upgrade of four dollars (\$4.00) per hour for the hours required to prepare the newscast with no minimum hour. The preparatory time in excess of the daily or weekly regular hours will not be subject to overtime rates. In addition, the employee will be paid a performance fee based on the following program length:

Up to 1 minute	\$26.25
More than 1 minute up to 6 minutes	\$52.50
More than 6 minutes up to 15 minutes	\$78.75
More than 15 minutes up to 30 minutes	\$115.50
More than 30 minutes up to 60 minutes	\$157.50
For each additional 15 minutes of program over 60 minutes	\$31.50

In case of multiple newsbreaks of less than five (5) minutes during a network program, the program length(s) will be cumulative for every half hour.

# 24.4 Guaranteed Advance on Talent Fee

In addition to the applicable bi-weekly salary set forth in Article 22, the Employer agrees to advance to each regular Staff Announcer/Performer, the sum of fifty dollars (\$50.00) bi-weekly, such sum to be a guaranteed advance against the Staff Announcer/Performer's earned commercial fees and other remuneration for which specific fees are provided above.

#### 24.4.1

The Employer agrees to give each Staff Announcer/Performer, a monthly statement showing his (her) commercial fees and other earnings for the month, such statement shall be rendered not later than ten (10) days after the close of the month.

#### 24.4.2

It is understood that only those earned commercial fees and other remunerations which are contracted for by CFCF Television will be credited against the Guaranteed Advance on Talent Fees. All fees earned by the Staff Announcer/Performer while under contract to any other party will not be credited against the Guaranteed Advance.

# 24.4.3

It is further understood that residual payments, that is to say, all payments for use of commercials and programs for use in extended markets after the session and first use payment will not be credited against the Guaranteed Advance on Talent Fees, but will be paid in full to the performer.

# 24.4.4

Wherever possible, the Station will schedule the production of commercials and additional revenue bearing programs destined for use beyond the immediate CFCF Television market outside of the Staff Announcer/Performer's shift and overtime shall not be paid for such performances. However, when scheduling requires the production during the shift, an amount equal to the hourly rate times the actual time spent by the Staff Announcer/Performer on the production of National commercials and CTV Network programs and at 50% of hourly rate times actual time spent on programs for extended markets, shall be deducted from the fee.

In the event that a member of the bargaining unit records material which is considered to be specifically station promotion for use only on CFCF Television, no compensation shall be paid. Every effort will be made to schedule such recording during their regular tour of duty.

# 24.6

Where staff is required to take part in the recording of non-broadcast audio-visual, or audio recordings, which are specifically sales promotions or auditions relating to the services of CFCF Television, for use by (i) sales organizations or (ii) the sales departments of broadcast outlets owned and operated by CFCF Television, no compensation should be paid. However, if such material promotes the service of entities other than those aforementioned, the work shall be performed by full-time staff at a fee to be negotiated between the individual and CFCF Television.

# 24.7 Additional Assignments

The Employer has the right to arrange a reasonable number of personal appearances by Staff Announcer Performers and performers. These appearances shall be at no cost to the Employer provided that, if they are scheduled outside an announcer's or performer's work day, such announcer or performer shall be paid for time spent at the overtime rate. The employee shall not be required to perform in a manner which he (she) feels he (she) is not capable.

# 24.8 Remotes

When a commercial program originates from a remote location during a Staff Announcer/Performer's tour of duty no remote fee shall be payable for the first occasion in any one month. The Staff Announcer/Performer shall receive double his (her) basic hourly salary (the hourly rate used for calculation shall never exceed the maximum hourly basic rate of the scale) per hour of broadcast time for all commercial remotes within his (her) shift beyond the first occasion per month at a minimum four hour credit. No fees are payable for remotes designated as public service, promotional or charitable broadcasts. A Staff Announcer/Performer may refuse a remote broadcast scheduled outside his (her) tour of duty.

#### 24.9

The Employer agrees that no Staff Announcer/Performer will be required to add his (her) name to a product or service without his (her) prior consent.

# **ARTICLE 25 - TRAINING AND EDUCATION**

# 25.1

The Employer undertakes to provide training programs in order to develop and maintain the skills of employees within the bargaining unit.

#### 25.1.1

The Employer will, at its expense, send employees to courses when it is in the Employer's interest or when it is a job requirement in order to encourage employees to develop and improve their job performance.

# 25.2

When an employee is assigned a new task or is required to work on equipment with which he (she) has not worked on before, he (she) may request appropriate training. Training will be provided unless his (her) manager determines that it is not required. If after discussing the matter with his (her) manager the employee still feels that training is required the matter will be referred to the Joint Consultation Committee for discussion.

# 25.3

Where employees participate in training courses or seminars, etc., such will be considered as regular working time, but it is recognized that as there are mutual benefits derived from training, home-study or after-hour personal reading, etc. will not be considered as working time. Such employees shall not receive any premium allowance or any other type of compensation while at attendance at a training session, except as provided for in 25.4, 37.3 and 37.4. The Employer may temporarily upgrade or downgrade an employee to replace an employee attending such a training session.

# 25.4

A compensatory day(s)-off will be granted if an employee is required by the Employer to travel or attend training out-of-town on either or both of his (her) regularly scheduled days-off in any work week or on a legal holiday. Such compensatory day(s)-off shall be assigned on the working day(s) immediately following the employee's return to his (her) home location and/or his (her) normal work assignments, unless otherwise mutually agreed between the employee concerned and the Employer.

#### 25.5

The Employer agrees to pay, upon successful completion of the course, seventy-five per cent (75%) of tuition and books for second language (French or English) instruction for employees when required by operational and job requirements and subject to the acceptance of the employee by the applicable language school. It is understood that this instruction will take place outside the employees working hours.

In addition, employees are encouraged to identify their specific interest in career development to their Manager or Human Resources Manager. Details concerning current courses shall be provided on request by the Human Resources Department or Manager, as applicable.

#### 25.7

The Employer shall periodically post on bulletin boards information relating to Employer sponsored training courses.

Furthermore, the Employer shall post the information it receives concerning training courses open to the general public.

#### 25.8

An employee may request a leave of absence to attend a course. The Employer may, at its sole discretion, authorize such a leave of absence.

# 25.9

Upon successful completion of an authorized course, an employee shall be reimbursed one hundred per cent, as per company policy, of approved registration and tuition fees incurred. Should the policy be changed, the Company will inform the Union. Such course has to be pre-approved in writing by the Employer.

#### 25.10

A training premium of four dollars (\$4.00) per hour shall be paid to an employee when he or she is assigned to formally train another employee.

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# **ARTICLE 26 - NOTIFICATION TO THE UNION**

26.1

The Employer shall immediately mail to the office of Local 614M and the designated office of the National Union one (1) copy of each of the following:

# 26.1.1 NOT APPLICABLE TO TALENT EMPLOYEES

Notice of vacancy in any classification within the bargaining unit.

# 26.1.2

- Monthly notice of any new employee hired, including his (her) classification and starting salary;
- Monthly notice of transfer, classification and annual progression, including the new bi-weekly salary of the employees concerned;
- Monthly notice of hours worked by temporary and part-time employees as well as their grade scale and functions;
- d) Advance notice of lay-off;
- e) NOT APPLICABLE TO TALENT EMPLOYEES
  List of employees who applied for vacant position; and
- f) Employees seniority list as well as an update every six (6) months;
- g) Changes to generic job descriptions;
- h) NOT APPLICABLE TO TALENT EMPLOYEES
  A list of employees on recall
- i) All written requests for leave under the provisions of Article 17;
- Notification as per Article 29.2 of all employees undergoing formal training;
- All written requests for leave of absence without pay under Articles 20 and 21.

#### 26.1.3

Notice of dismissal, extension of probationary period, suspension, resignation, termination, retirement, or any disciplinary action affecting any employees within the bargaining unit.

#### 26.1.4

Any notice pertaining to the application or agreed interpretation of this Agreement arising from a grievance meeting.

# **ARTICLE 27 - EMPLOYEES CATEGORIES**

#### 27.1 Definitions

a) Permanent employee means:

A person hired to fill a permanent position covered within the scope of the bargaining unit and has completed his (her) probationary period or extension thereof.

b) Temporary employee means: a person hired to replace an employee for the duration of an authorized leave of absence as provided for in the collective agreement;

or

For a specific purpose and for a limited time up to a maximum of nine (9) months unless otherwise mutually agreed between the parties.

c) Full-time employee means:

A person hired to work a normal work week of thirty-seven and one-half (37 1/2) hours in the case of office and talent employees and of forty (40) hours in all other cases. Such an employee may be either permanent or temporary.

d) Part-time employee means:

A person hired to work for variable periods of time which may be less than the normal daily, weekly, and/or bi-weekly hours of work. Such an employee may be either permanent or temporary.

e) Probationary employee means:

A person hired to fill a permanent position but who must first complete a probationary period. The probation for Grades 1 to 9 shall be sixty (60) continuous days actually worked but may be extended for an additional sixty (60) days upon written notice to the employee by the Employer. The probation for Grades A, B, C and Grades10 and up shall be ninety (90) continuous days actually worked but may be extended for an additional ninety (90) days upon written notice to the employee by the Employer. The Employer may release a probationary employee, at any time, who is found unsuitable to fill the position.

#### 27.2 Benefits

Permanent full-time employees are subject to all the provisions of this agreement. Permanent part-time employees are subject to all the provisions of this agreement on a pro-rated basis and subject to the limitations of the benefit plans. The proration is determined on a quarterly basis. Part-time seniority versus full-time seniority cannot be weighted against one another and shall be compiled separately.

Temporary employees are subject to all the provisions of this agreement except for benefits described in Article 44, sick leave, paternity leave, statutory holidays, compassionate leave and vacations. Temporary employees do not accumulate seniority. They are covered by the provisions of the Canada Labour Code Part III.

Temporary employees do not accumulate seniority.

Temporary employees will benefit from the following

a) Life insurance and AD&D coverage according to Bell Media policy b) All eligible employees will join the Bell Media Defined Contribution pension plan ( to be eligible employees must have revenue equivalent to 35 % of the YMPE ( Maximum Pensionable Earnings) for two consecutive years.

When a vacancy is filled from outside the unit, the Employer shall first consider members of designated groups, as defined in the Employment Equity Act. The Union may also submit names for consideration.

# 27.3 Hiring practices

It is understood that the Employer will refrain from firing/re-hiring practices designed to extend the length of a temporary employee's service nor will Management use the service of a temporary employee to avoid filling a permanent position.

# 27.4 Restriction

The use of temporary and part-time employees will not result in the reduction of the permanent work force nor will they be used to avoid the hiring of permanent full-time employees.

The Employer can use temporary and part time employees to replace employees in any given circumstance with the following exception:

- i) Medical absences of three (3) days or less
- ii) When paragraphs 18.2(1) and 18.5 apply
- iii) When Article 14.3 ii) apply

The employer will offer any available hours to permanent part-time employees until they reach 40 hours per week. Subsequently, any available hours can be assigned and filled by temporary employees in order to maintain a list of qualified temporary employees.

# 27.5 Creation of a permanent position

In the case of a temporary position (except where this position is created for the duration of an authorized leave of absence) which exceeds the nine (9) month limit specified in Article 27.1, the position will then become permanent and subject to Articles 26 and 27. In no case will there be pyramiding of same hours worked by employees in any one job function.

When a temporary employee becomes a permanent employee in the same job function and has served a minimum of six (6) months in a nine (9) month period in that same function, it is understood that the employee will have served the probationary period.

# 27.6 APPLICABLE TO TALENT EMPLOYEES ONLY

The parties agree that an employee may be given the opportunity individually to negotiate a personal contract with the Company. Personal contracts and letters of agreement shall not provide for salary and benefits that are less than those outlined in the present collective agreement. The Employer will provide the Union with a copy of such documents, excluding all references to salary, perquisites and other monetary considerations.

# **ARTICLE 28 - SENIORITY**

# APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES ONLY

28.1

Employee's seniority shall be deemed to have commenced on the day of hiring by the Employer or the day of hiring recognized by the Employer and the Union as outlined in the Memorandum of Successor Agreement signed July 28, 1972, and shall equal the total length of continuous service. It shall relate to the choice of vacation periods and vacation entitlement.

28.2

Unit seniority shall be measured by the total length of continuous service within the unit and shall relate to lay-offs, recalls, promotions, transfers, reclassifications and wages.

28.3

Seniority shall not be established until the probationary period has been served but shall then count from the date of engagement.

28.4

Unit seniority shall be broken and cease to exist and the employee's employ with the Employer shall be terminated if:

- the employee resigns;
- 2) the employee is discharged;
- 3) the employee retires;
- 4) the employee is absent without authorization from work for five (5) consecutive working days or more, unless the employee can demonstrate reasonable cause for his (her) absence;
- 5) the employee is absent beyond the time limit of an authorized sick leave or leave of absence or extension thereof, unless the employee can demonstrate reasonable cause for his (her) absence.

#### 28.5

Seniority will cease to accumulate:

- during that part of a leave of absence without pay which exceeds one
   (1) month for each two (2) full years of seniority at the time the leave commences;
- during that part of a lay-off which exceeds three (3) months.

An employee leaving during his (her) lay-off notice period shall not see his (her) service seniority interrupted with the Employer.

#### 28.7

Except during the probationary period, seniority shall be recorded in whole months. An employee engaged between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) of the month inclusive shall be given credit for that month and an employee engaged between the sixteenth (16<sup>th</sup>) and the end of that month shall not be given credit for that month. An employee laid off between the sixteenth (16<sup>th</sup>) and the end of the month shall be given credit for that month and an employee laid off between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) of the month shall not be given credit for that month.

#### 28.8

For non-permanent employees, the Employer shall keep a record of service for each single occasion the employee is called to work. Service shall accrue at the rate of half a day (1/2) for a call of four (4) hours in a day, and a full day (1) shall be credited for a call over four (4) hours.

If such employee is hired into a permanent position he (she) shall be credited in accordance with article 28.1 with any work he (she) performed in the previous six (6) months in any job classification within the wage grade into which he (she) is permanently hired.

This record of service will apply to determine the seniority of a non-permanent employee becoming permanent in accordance with Article 30.3.

# **ARTICLE 28A - SENIORITY**

# APPLICABLE TO TALENT EMPLOYEES ONLY

# 28A.1

Employee's seniority shall be deemed to have commenced on the day of hiring by the Employer and shall equal the total length of continuous service. It shall relate to the choice of vacation periods and vacation entitlement.

#### 28A.2

Seniority shall not be established until the probationary period has been served but shall then count from the date of engagement.

# 28A.3

Seniority shall be broken and cease to exist and the employee's employ with the Employer shall be terminated if:

- 1) the employee resigns;
- 2) the employee is discharged;
- 3) the employee retires;
- 4) the employee is absent without authorization from work for five (5) consecutive working days or more, unless the employee can demonstrate reasonable cause for his (her) absence;
- 5) the employee is absent beyond the time limit of an authorized sick leave or leave of absence or extension thereof, unless the employee can demonstrate reasonable cause for his (her) absence.

#### 28A.4

Seniority will cease to accumulate:

- a) during that part of a leave of absence without pay which exceeds one
   (1) month for each two (2) full years of seniority at the time the leave commences;
- b) during that part of a lay-off which exceeds three (3) months.

#### 28A.5

Except during the probationary period, seniority shall be reported in whole months. An employee engaged between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) of the month inclusive shall be given credit for that month and an employee engaged between the sixteenth (16<sup>th</sup>) and the end of that month shall not be given credit for that month.

# **ARTICLE 29 - UPGRADING**

# APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES ONLY

# 29.1

An employee may be called upon to perform any job other than his (her) own which the Employer judges he (she) is competent to perform.

When an employee is assigned to work in one or more job titles of a higher grade than that of his or her regular position, he or she shall be paid four dollars (\$4.00) for all hours worked at the higher grade(s). Minimum credit shall be one (1) hour.

Except for employees who are classified at grade 15 and above, all assignments under this article shall be temporary and for a specific purpose, e.g. to meet temporary increases in workload or to replace an employee on leave.

This higher rate shall not apply in the case of an employee temporarily assigned to cover an approved absence for Union activities under the provisions of Articles 19.1.3, 19.2.1 and 19.2.2.

This higher rate shall not apply in the case of an employee whose salary is equal to or higher than the maximum rate of pay of the classification he (she) is upgraded to.

# 29.1.2

If a technical or production employee is upgraded for twenty-five (25) hours or more per week, or in the case of an office employee twenty-two (22) hours or more per week, over a period of three (3) months, the position filled by this upgraded employee shall become permanent and subject to Article 30.

# 29.2

When an employee is upgraded expressly for training and under direct supervision for a maximum period of three (3) months, Article 29.1 shall not apply.

# 29.3

An employee may be assigned to a higher grade for a trial up to a maximum of three (3) calendar months. In the event he (she) shall satisfactorily complete his (her) trial period, he (she) shall be confirmed in the higher grade effective as of the commencement of such trial period.

# 29.4

An employee's basic rate of pay shall not be affected because of a temporary downgrading.

# **ARTICLE 30 - PROMOTIONS AND VACANCIES**

# APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES ONLY

# 30.1 Definitions

a) Promotion means:

The assignment of an employee to a position with generally more responsibilities and/or with a higher grade.

b) Transfer means:

The assignment of an employee to a position within the same grade.

c) Demotion means:

The assignment of an employee to a position with generally fewer responsibilities and/or with a lower grade.

NOTE The assignment is either temporary or permanent depending on the status of the position to be filled.

# 30.2 Posting procedure

Whenever a new position is created or whenever a position becomes vacant which the Employer decides to fill it proceeds to a posting according to the following procedure:

- a) The posting must take place within twenty (20) calendar days of the vacancy. Should the Employer decide not to fill or to abolish the position, he (she) notifies the Union in writing within the said twenty (20) calendar day period.
- b) At the Union's request, the Employer agrees to meet with the Union within ten (10) calendar days of the notice referred to in a) above in order to evaluate the impact of this decision.

- c) A notice of vacancy posting shall provide the following information:
  - 1) The position title;
  - 2) The department;
  - 3) The posting period;
  - 4) The status of the position i.e.
    - full-time or part-time
    - temporary or permanent;
  - 5) A summary of the function;
  - 6) The sub-unit i.e. technical or office;
  - 7) The qualifications and requirements for the position;
  - 8) The estimated starting date;
  - 9) The grade of the position to be filled.
- d) The posting appears at least on five (5) bulletin boards.
- e) Prior to the expire date specified on the posting, notice of vacancies shall be posted for not less than seven (7) calendar days for permanent vacancies and two (2) calendar days for temporary vacancies.
- f) The Union may, while the notice of vacancy is posted as provided for in the present Article, submit names of employees.
- g) The selection of the successful candidate is made within thirty (30) calendar days from the end of the posting period. The name of the successful candidate is then posted on the bulletin boards and the position will be assigned within ten (10) days after the selection has been posted except in cases where the position held by the successful candidate has to be posted in consequence.
- h) Where the successful candidate is an employee on an authorized leave of absence, the trial period starts on the first day the employee is back to work and commences in his (her) new position.

# 30.3 Filling of vacancies

The position is filled by an applicant having the ability to perform the function as posted. The Employer makes the selection based on the following factors:

Qualifications and experience in relation with the requirements listed in the posting.

When the above factors are equal between two (2) or more applicants, unit seniority will be the determining factor.

#### 30.4

If no employee in the bargaining unit is qualified for the vacancy as posted, the vacancy may be filled from outside the unit.

If after sixty (60) days of the period referred to in article 30.2 g), the position has not been filled, the Employer will then repost.

When a vacancy is filled from outside the unit, the Employer shall first consider members of designated groups, as defined in the Employment Equity Act.

# 30.5 Recognition of experience

When the Employer hires a new employee to fill a permanent position, he (she) may credit such employee with a certain number of years of experience and award him (her) a salary rate in proportion to this recognized experience.

#### 30.6

The fact that an employee did not apply for or refused a position does not affect his (her) right to apply for a position in the future.

# 30.7 Temporary filling of vacancies

The Employer may decide to temporarily fill a vacant position until such time as the successful candidate is selected and starts on the job. In such cases, at the Employer's discretion, 30.2 e), shall apply.

# 30.8 Filling of a temporary vacancy by a permanent employee

When as a result of Articles 30.2 and 30.3, a temporary vacancy is filled by a permanent employee, the following shall apply:

- the employee keeps the same anniversary date;
- in the case of a promotion, the employee's bi-weekly rate of pay shall be set at the second year level of the applicable grade or, the employee shall receive an additional three dollars (\$3.00) per hour worked, whichever is lesser. However, in no case shall an employee's rate of pay be less than the rate he (she) would receive had he (she) been permanently promoted to the next highest wage grade:
- the employee keeps his (her) permanent status
- the employee returns to his (her) original permanent position when the temporary position is terminated.

# 30.9 Trial period

An employee selected to fill a vacancy in accordance with Article 30.3, shall be on a trial basis for a period of up to three (3) months continuous and uninterrupted service but may be extended for an additional three (3) months upon written notice to the employee by the Employer.

During the trial period, the Employer may return an employee to his (her) former job, or, at the employee's request, he (she) may be returned to his (her) former job. In such cases, the employee reverts to his (her) former salary and grade. If his (her) former job is filled, he (she) may be placed in a position of comparable salary and the provisions of Article 30.2 and 31.4 will not apply.

## 30.10

The Employer agrees not to fill the vacancy (except as provided for in 30.7 above) before the expiration of the posting period provided for in Article 30.2 above.

#### 30.11 Information to Union

The Employer gives the Union:

- copy of the posting;
- within seven (7) calendar days of the end of the posting period, the name of employees who have applied;
- the name of the successful candidate.

The Employer will notify the unsuccessful employees of the name of the successful candidate.

At the unsuccessful employee's request, the Employer will provide him (her) with the reasons as to why he (she) was not chosen.

# 30.12 Vacancies outside bargaining unit

Whenever a position is created or becomes vacant outside the bargaining unit, the Employer agrees to consider the applications submitted in writing by bargaining unit members.

# 30.13 Transfer outside of bargaining unit

No employee shall be transferred or assigned to a position outside the unit without his (her) consent. No employee shall be penalized in any way for refusing to accept such transfer or assignment.

#### 30.14 Transfer

An employee shall not be unreasonably transferred to another position or location within the bargaining unit.

## 30.15 Videotape editor

An employee may be assigned for a trial period of up to a maximum of twelve (12) calendar months for the purpose of training and apprenticeship as a Videotape Editor.

In the event the employee shall satisfactorily complete the twelve (12) month period, the employee shall be confirmed in the position and be paid retroactively from the end of the ninth (9<sup>th</sup>) month at the appropriate rate.

# ARTICLE 31 - PERFORMANCE AND DISCIPLINE

31.1

A Report on Performance is a written comment on an employee's work or other activities which does not form part of his (her) file and may not be used against him (her) at any time.

31.1.1

A Letter of Reprimand or Discipline is a written notice of dissatisfaction with the employee's work or other activities which may contain punitive action and will form part of the employee's file which can be used against him (her).

31.1.2

All such notices shall be clearly labeled.

31.1.3

An employee has the right to have any expression or comment regarding his (her) work by the Employer in writing or have it withdrawn.

31.1.4

Any Letter of Reprimand or Letter of Discipline must be made within the ten (10) days following the occurrence of the incident or when the Employer became aware of the incident. A copy must be forwarded to the Union at the time it is issued.

31.1.5

If any of the above procedures are not followed, the matter shall not form part of an employee's file or record or affect his (her) job status or be used against him (her) in any way.

31.2

The Employer will remove all adverse reports in the employee's file provided the same incident has not recurred and so inform him (her) in writing as follows:

- a) At the end of twelve (12) months for a notice of reprimand;
- b) At the end of eighteen (18) months for a suspension.

This would not apply for an employee involved in a grievance or arbitration procedure, until such procedure is resolved.

31.3

No employee shall be suspended, reprimanded, discharged or otherwise disciplined without just cause.

## 31.4

An employee shall have access to his (her) Human Resources Department file in the presence of a member of the Human Resources Department during his (her) normal office hours.

# 31.5 APPLICABLE TO TALENT EMPLOYEES ONLY

Any employees, except probationary employees, whose employment is terminated because of unsatisfactory performance or disciplinary measures, except in the case of gross misconduct, shall be entitled to two (2) weeks notice or pay in lieu thereof.

# **ARTICLE 32 - LAY-OFF**

# APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES

# 32.1 Lay-off

In the case of lay-off, the Employer will notify the employee with one year or more of unit seniority at least four (4) weeks before the lay-off is to become effective. In the case of an employee who has passed his (her) probationary period and has less than one year of unit seniority, the notice will be given at least two (2) weeks prior to the actual lay-off. If such notice is not given, the employee will receive the equivalent salary in lieu of notice. Copies of the notices are to be sent to the Union.

At least 2 weeks prior to the lay-off notices being sent to a group of five (5) or more employees, the Joint Consultation Committee will meet and strive to develop an adjustment program to eliminate the necessity for the termination of employment or to minimize the impact of such termination on the redundant employees and to assist those affected employees in obtaining other employment.

## 32.2

When the Employer decides that the number of employees in a given job classification is to be reduced, lay-offs shall be done in accordance with the following procedure:

- 1. In each of the job classifications where the Employer has decided to reduce the number of employees, first, all probationary employees, then all temporary employees, and finally all permanent part-time employees will be laid off before the lay-off of permanent full-time employees. All such lay-offs shall proceed in inverse order of unit seniority. A permanent part-time employee may elect to bump into a permanent full time position should his or her seniority allow.
- 2. Instead of displacing another employee, an employee may request in writing to be laid off in accordance with this article.
- 3. Not withstanding the foregoing, a more senior employee in a job classification may request in writing to be laid off in place of a more junior employee. If the Employer accepts the offer, the more senior employee will waive his or her bumping rights and receive severance as provided for in article 34. The Employer maintains complete discretion into approving this substitution.

- 4. If an employee about to be laid off from his or her job has more unit seniority than someone in another job classification, he or she may elect to displace the employee who has the least seniority in the other job classification provided he or she has the necessary occupational qualifications.
- 5. The evaluation of the occupational qualifications of an employee will be based on his or her skills, work experience and education.
- After the evaluation of the occupational qualifications by the JCC, should an employee be deemed qualified, the type and duration of his or her training will be established.

If no consensus is reached regarding the occupational qualifications, the final decision rests with the Employer. The Union may grieve the employers' decision in accordance with Article 45.

7. Should an employee be deemed to possess the occupational qualifications required to displace another employee, he or she will be entitled to up to twenty five (25) working days of formal training, as determined by the JCC, after which the employee must be able to perform all basic components of the job autonomously.

After successfully completing his or her training period, the employee will benefit from a trial period of twenty (20) working days after which he or she shall be required to perform the job in a satisfactory manner.

Employees who bump under the provision of this article to a higher job title shall be paid at a rate within the new group closest to but not less than the rate they were paid prior to the bumping process.

The employee will be paid his or her new salary rate upon completion of his or her trial period.

The employee must, within seven (7) calendar days after receiving the notice of layoff mentioned in paragraph 32.1, notify the Employer and the Union in writing of his (her) desire to displace such other employee.

If the employee fails to notify the Employer within these seven (7) calendar days he or she will be placed on the recall list.

10. An employee who has been laid off and who cannot remain in the employ of the Employer will have the choice to be placed on a recall list or to receive severance pay in accordance with article 34.

#### 32.3 Recall

When the Employer decides to add an employee to its work force, the following procedure is to be observed:

- a) In the case of a permanent position:
  - The Employer will recall or reclassify the most senior employee who has the occupational qualifications of the position. The offer will be made via courier or registered mail with a copy to the Union.

The employee who refuses the recall or reclassification is deemed to have forfeited his or her recall or reclassification rights in that job classification.

The employee who does not respond within ten (10) days of his or her notification or does not present him- or herself at work after accepting the offer shall be considered as having resigned.

- 2. If the position cannot be filled in this way, the Employer proceeds to a job posting in accordance with the provisions of article 30.
- b) In the case of a temporary position:
  - The offer will be made by writing or by telephone and confirmed in writing when the recall is for a period of less than five (5) days. A copy is sent to the Union.
  - The Employer will offer the assignment, in order of unit seniority, to the
    most senior employee who held a job in the same job title at the time of
    lay-off and is still on the recall list. Refusal to agree to such an offer will
    not forfeit the employee's right to be recalled at a later date.
  - 3. If the position cannot be filled through the above procedure, the Employer will recall, in order of unit seniority, the most senior employee who has the necessary qualifications, provided that this employee, at the time of the lay-off, held a job in a job title of which the salary grade is equal or higher than that of the one for which he is recalled.
  - If the position still remains unfilled, the Employer proceeds to a job posting in accordance with the provisions of the collective agreement.

# 32.4 Rate of pay after a recall, a reclassification or displacement

In the case of any and all recalls, reclassifications and displacements, in accordance with article 32:

- a) Should an employee be recalled, reclassified or displaced to a job, the salary grade of which is lower than that of the job he or she held at the beginning of the lay-off procedure and
  - If the employee's rate of pay at the beginning of the lay-off procedure is equal or lower to the maximum of the grade into which he or she is being recalled, reclassified or displaced, then the employee's rate of pay shall remain unaltered and will progress within the new salary scale of the job.
  - 2. If the employee's rate of pay at the beginning of the lay-off procedure is higher than the maximum of the grade into which he or she is being recalled, reclassified or displaced, then the employee's rate of pay will be reduced progressively through a one (1) year process to the maximum of the grade into which he or she is being recalled, reclassified or displaced.

The employee will maintain his salary for an initial period of six (6) months. Starting on the one hundred and eighty-third (183<sup>rd</sup>) day after he or she has moved into the new job title, his or her salary will be reduced by thirty- three per cent (33%) of the difference between his or her former salary and that of the maximum echelon of the new grade. His or her salary will be reduced by another thirty-three per cent (33%) starting on the two hundred and seventy fifth (275th) day following the transfer. It will finally be positioned at the maximum of the new salary scale after completing the last ninety one (91) days of the year.

- b) Should an employee be recalled, reclassified or displaced to a job, the salary grade of which is higher than that of the job he or she held at the beginning of the lay-off procedure, his or her rate of pay shall be equal to the rate of pay he or she had at the beginning of the lay-off procedure except that he or she will progress in the salary scale of the job into which he or she is being recalled, reclassified or displaced.
- c) Should an employee be recalled, reclassified or displaced to a job, the salary grade of which is equal to that of the job he or she held at the beginning of the lay-off procedure, his or her rate of pay shall be equal to the rate of pay he or she had at the beginning of the lay-off procedure plus contractual increases, if any, but excluding any anniversary increments that occurred during the lay-off or reclassification in the other job.

# 32.5 General provisions

- a) When a vacancy occurs, the position will not be posted, as provided for in article 31, as long as there is a regular employee who is on recall or displaced and who still has the right to occupy the job that would be otherwise posted.
- b) A regular employee who has been laid off or displaced remains subject to recall or reclassification for five hundred and forty-eight (548) days, except for employees who have less than one (1) year of unit seniority who retain their recall or reclassification rights for a period of ninety (90) days.
- c) Before hiring a new employee in a job classification where a lay-off or displacement occurred, the Employer will proceed by way of a recall to work, as described below.
- d) When the Employer lays-off again an employee who has been recalled to work in a permanent position, the lay-off procedure applies.
- e) Employees on the recall list must advise the Employer, in writing, of any changes of address with a copy to the Union.
- f) Except as stated in the present article, a laid off employee is not subject to the provisions of the collective agreement during the period when he or she is laid off.
- g) An employee who has been laid off and has elected to be placed on recall or chooses to receive a severance will be eligible to the following benefits: major medical including; drugs, dental and vision care, life insurance, AD&D insurance for up to six (6) months or until the employee is eligible for benefits at a new place of employment, whichever should occur first. All other benefit entitlements and coverage, including, short-term disability and long-term disability will immediately cease as of the lay-off date

Eligibility for the foregoing will cease immediately when the employee resumes employment. With respect to this, the employee must inform the Human Resources department immediately if he or she freelances, operates his or her own company or secures employment with a new Employer.

# 32.6

For the purpose of applying the above provisions, when the unit seniority is identical between two or more employees, service with the Employer shall be the determining factor.

#### 32.7

The Employer must advise in writing both the Union and the employee to be laid off at least thirty (30) days in advance of the lay-off or ninety (90) days in advance when the lay-off is due to automation.

#### 32.8

The Employer shall make every effort to place such employees on lay-off elsewhere in the Employer's employ.

#### 32.9

At the written request of any employee thus affected, the Employer undertakes to give him or her reasonable free time, without loss of pay, to allow him or her to be interviewed for employment outside the service of the Employer.

#### 32.10

Except in the case where the employee is called in to replace an employee on sick leave, approved leave of absence or vacation, an employee who is recalled or reclassified to the job that he or she held at the time of lay-off and works continuously for four (4) weeks, shall be considered as having been reinstated in permanent employment and may not be laid off again unless all pertinent clauses of the Agreement are applied.

# ARTICLE 32A - LAY-OFF

#### APPLICABLE TO TALENT EMPLOYEES ONLY

#### 32A.1

Any employee terminated due to automation or a reduction in the work force shall be considered as being laid off.

#### 32A.2

When lay-offs of employees are to be made, the Employer shall determine what jobs are to be left vacant or abolished and the number of employees to be laid off.

## 32A.3

The Employer must advise in writing both the Union and the employee to be laid off at least thirty (30) days in advance of the proposed lay-off.

#### 32A.4

During the notice of lay-off period, the Company and the Union will make every effort to relocate such employee(s) within or outside CFCF Television. If some work is found within CFCF Television, such laid-off employee(s) will be placed in the appropriate grade. At the written request of any employee thus affected, the Employer undertakes to give him or her reasonable free time, without loss of pay, to allow him or her to be interviewed for employment outside the services of the Employer.

#### 32A.5

Subsequent to lay-off, if a job vacancy occurs in the bargaining unit, the Company shall consider the laid off employee for re-employment. The Company shall not be obliged to consider a laid off employee laid off for more than five hundred and forty-eight (548) days or ninety (90) days in the case of an employee with less than one (1) year's seniority. If a laid off employee accepts regular on-air employment for a direct competitor of CFCF Television, he or she shall not be considered for re-employment.

## 32A.6

An employee re-hired in accordance with Article 32A.5 shall be placed in the appropriate grade.

## 32A.7

A laid off employee offered employment in accordance with Article 32A.4 or 32A.5 in a regular position and who refuses shall not be considered for re-employment.

# 32A.8

A laid off employee who loses seniority rights, or who is no longer to be considered for re-employment, or who waives seniority rights, or who is not employed by the Company in any capacity, shall be paid the appropriate separation allowance due at the time of lay-off, as provided in Article 34A.

# **ARTICLE 33 - AUTOMATION**

# APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES

#### 33.1

Should the Employer introduce machinery, new technologies or equipment which automates a process in a way as to affect the employee's job security or render an existing job classification redundant or create any significant alteration of the employee's working conditions, the Employer shall notify in writing the Union before implementation of such changes and further, the Employer recognizes his (her) obligation towards his (her) employees by agreeing to the following conditions:

#### 33.1.1

Should a lay-off be the result of such automation, any employee thus affected shall be served the lay-off notice as specified in Article 32.7 and shall also be eligible for lay-off or severance pay.

## 33.1.2

In case of lay-off or future change in the employee's working conditions or job security due to the introduction of automation, the Employer agrees to set up a program of training or retraining for the employees affected to enable them to become familiar with the operation or maintenance of the new equipment.

#### 33.1.3

An employee who refuses training, retraining, as outlined in Article 33.1.2, or works in an equivalent or higher classification, forfeits his (her) rights to the severance pay.

#### 33.1.4

No permanent employee who is on the Company's payroll on the date of the signing of this Agreement and who accepts retraining and/or reclassification can be laid off as a direct result of automation.

# ARTICLE 34 - SEVERANCE AND TERMINATION PAYS APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES

34.1

An employee with one or more years of seniority who is laid off as a result of automation or lack of work shall be entitled to severance pay on the basis of two (2) weeks of salary per year of uninterrupted service with the Employer with a minimum of four (4) weeks of pay.

A part time employee with one (1) or more year of seniority who is laid off as a result of automation or lack of work shall be entitled to severance pay on the basis of two (2) full time weeks of salary per full time equivalency years of service pro rated per partial years of service. In no case shall the severance be less than two (2) weeks of pay.

A more senior employee may substitute him- or herself in place of a laid-off employee; the request must be in writing and the decision rests with the Employer.

At the employee's written request, severance pay shall be paid in a lump sum at the time of lay-off or at any time during the recall period. Employees requesting severance pay shall not be subject to recall. An employee who has not requested severance pay and has not been recalled to a permanent job within the eighteen (18) month recall period shall receive severance pay in accordance with the above at the expiration of the recall period.

If, during the recall period, an employee is offered a permanent position in the same or higher classification as his or her job at the time of lay-off and refuses to accept such a position, the severance pay rights will be forfeited.

#### 34.2

If the employee leaves before the termination of his (her) notice period, he (she) shall be remunerated only for the time he (she) remained in the service of the Employer but he (she) remains eligible for severance pay as provided in Article 34.1.

# 34.3 Termination Pay

Any employee, except probationary employees, whose employment is terminated for any reason, except gross misconduct or a lay-off, shall be entitled to two (2) weeks notice or pay in lieu of notice.

# ARTICLE 34A - SEPARATION APPLICABLE TO TALENT EMPLOYEES

## 34A.1

It is understood and agreed that an employee may have his (her) employment terminated for reasons peculiar to the broadcasting industry, for example: changes in program policy, replacement by more appropriate or more talented personnel, etc. Before implementing decisions in connection with the prerogative referred to herein, the Employer will advise the Union prior to any action being taken of the pertinent facts affecting the employee's status. Subsequently, a meeting between the Company and the Union will be arranged to discuss the impact of the decision. It is agreed that failure by the Employer to advise the Union or to hold the meeting as provided above shall render the Employer's decision null and void until such time as the advice is given.

In such cases, the employee shall receive a separation allowance in accordance with the following table:

#### 34A.2

Separation allowance shall be four (4) weeks salary pro-rated for every year of seniority. Weekly salary shall be as provided for in the salary scales in Article 22.

#### 34A.3

An employee who is terminated in the present bargaining unit but who remains an employee of the Company in another capacity shall not be eligible for separation allowance.

#### 34A.4

If an employee transfers into a job classification included in Grades A, B or C and successfully passes the probationary period, then the entire seniority accrued within CFCF Television will be considered for the purpose of this Article.

Should the employee fail to pass the probationary period and revert to his (her) previous position, the employee's salary will be reduced to the original salary at the time the move was made and adjusted to include any automatic increase(s) which he (she) should have been entitled to had he (she) remained in the same position.

It is understood that if a position becomes vacant because of an employee transferring into a job classification included in Grades A, B or C, and the Company wishes to fill the vacant position, such a position may be filled temporarily until the probationary period has expired.

# ARTICLE 35 - JURISDICTION APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES

#### 35.1

The Employer agrees not to assign to other persons duties normally performed by employees except with regard to the following insofar as it does not result in the replacement or reduction of the bargaining unit employees:

#### 35.1.1

Supervisory and Management personnel who may perform such duties insofar as they are not used to circumvent the provisions of this Agreement.

#### 35.1.2

Employees of CFCF Television or its sub-contractors who may do installation, rearrangement, certain maintenance and construction work and sale demonstrations.

#### 35.1.3

It is understood that the relations between the function of the Newscaster-Writer and the functions covered by this Agreement are regulated by the Canada Labor Relations Board's decision of June 26, 1964.

#### 35.1.4

In the case of commercial productions and originations where the client supplies his (her) own specialists.

#### 35.1.5

The Employer shall have the right to sub-contract for goods and services provided that such sub-contracting is not done with the intention of circumventing the provisions of this Agreement.

#### 35.1.6

Nothing in this Agreement shall be deemed to prevent the Company from continuing to have non-employees participate in any Television productions nor prevent Company staff excluded from the bargaining unit from participating in Television productions as long as their participation does not result in the displacement or reduction of employees in the bargaining unit.

# 35.2

Every videotape recording done by the Employer shall bear the seal of the Union.

#### 35.3

Except for remotes, whenever possible, those persons employed as Television Assistants shall set up or strike any sets or props. On remotes, all crew members will assist in setting up and striking.

# 35.4

Only permanent CFCF Television Management, Sales Personnel, Producers, Directors and Unit employees may operate up to and including three quarter (3/4) inch videotape equipment for the purpose of pre-editing, screening, content evaluation and similar functions in the designated areas only. However, all in house recordings which are to be aired must be recorded by the Unit employees.

# **ARTICLE 36 - JOB CLASSIFICATIONS**

36.1

The following generic job descriptions are meant to define the job titles and it is herein understood that other related duties are assumed.

#### **TECHNICAL AND PRODUCTION EMPLOYEES**

## **ASSIGNMENT EDITOR**

Selects and assigns news stories to be covered. Coordinates movement of Reporter/Writers and Camerapersons.

# ASSIGNMENT EDITOR/REPORTER (Evening and or Week-end)

Proposes, develops, selects and assigns news stories to be covered. Conducts interviews, writes and selects interview clips. Screens videotapes, produces news stories, narrates and performs on camera. Coordinates movement of other Reporters/Writers and Camerapersons. Coordinates all network news gathering requirements. Updates news on CTV Montreal web site.

# **ASSISTANT**

An employee in this position generally works under the direct supervision of a more senior person holding the same job title.

#### **AUDIO OPERATOR**

Performs duties associated with the setting up, picking up, operating and mixing of audio for production.

#### **BUILDING EQUIPMENT TECHNICIAN**

Operates, modifies and maintains stationary engines and mechanical equipment such as boilers, pumps, compressors, generators and refrigeration units.

#### **BUILDING SUPERINTENDENT**

Responsible for the general maintenance of the Teleport property and for providing high quality maintenance services to all tenants: Conducts basic building repairs and maintenance: plumbing, electrical, and HVAC checks. Provides similar services to all tenants; Performs general housekeeping activities such as: painting, toilet maintenance, cleaning garage, pumps, drains and filters, light bulb replacements, outdoor cleaning, generator maintenance; cleanup of electrical room, reading of HQ sub-meters, snow removal and grounds maintenance and other related duties as assigned.

# **BUREAU CHIEF QUEBEC CITY**

Coordinates and schedules the activities of various functions and personnel assigned to him (her). May be required to perform duties of those supervised. Performs duties of reporter/writer.

# CAMERAPERSON

Sets up, strikes, lines up and performs duties associated to the operation of a camera used in a production. When using a portable camera, the Cameraperson will be required to light and drive.

# CAMERAPERSON/FILM/ENG. EDITOR (QUÉBEC CITY)

Performs all the duties associated with the Quebec City bureau, except for oncamera duties.

# CAMERA-EDITOR

# CAMERAPERSON/FILM/ENG. EDITOR COORDINATOR (QUÉBEC CITY)

Performs and coordinates all the duties associated with the Quebec City bureau, except for on-camera duties.

# CARPENTER

Performs carpentry work related to building and television productions, paints, erects, wallpapers. Installs utilities to sets and props.

### COORDINATOR

Coordinates and performs the activities of related functions.

# COORDINATOR, CREATIVE SERVICES, MARKETING, PROMOTIONS AND COMMUNITY RELATIONS

Coordinates CTV's promotional, contest and sales campaigns; follow-up on material and manages prizes. Coordinates and ensures the execution of CTV/community events. Develops partnership/sponsorship exchanges. Updates Community Calendar and orders station merchandise. Assists in all facets of productions.

## CHIEF BUILDING EQUIPMENT TECHNICIAN

See Coordinator

# **DRAFTSPERSON**

Conceives and prepares detailed drawings for specific parts of machines, building, structures and products.

## DIGITAL REPORTER

Originates, researches, writes, edits and posts original text and video for all platforms. May perform duties of Video Journalist. Other duties as assigned.

#### **ELECTRICIAN**

Lays out, assembles, installs, modifies and repairs electrical wiring and otherwise associated systems.

# **FEED & PLAY OPERATOR**

Records material from various sources to either tape or server system. Programs Auto Pilot Automation System and News Delay Automation System; Monitors quality on all incoming and outgoing feeds; Trims material from various sources; Transfers material between various media.

### FIELD PRODUCER

Works under Production Manager, E.P. or Producer/Director. Creates, conceives, writes, produces and directs segments of a production and on-air personnel. Accountable for segment's budget and reports to Producer/Director. Scheduling for the segment's production.

# FILM/ENG EDITOR

Operates film, videotape and related equipment including playback, recording and editing. Performs associated clerical duties.

# FILM TRANSFER ARCHIVIST

Cleans, transfers and catalogues film to tape.

#### FLOOR MANAGER

Coordinates the activity of talent and crew for productions.

#### GRAPHIC ARTIST / ANIMATOR

Conceives, designs and produces artwork, animation and special effects for all types of media.

# HAIRDRESSER

Responsible for providing hairdressing and hair styling services to persons appearing in productions.

# JANITOR/HANDYPERSON

Performs general maintenance and housekeeping activities.

# LIBRARIAN (NEWS LIBRARIAN)

Catalogues, files, labels and retrieves audio-visual material for production and performs related clerical duties.

#### LIGHTING DIRECTOR

See Coordinator

## <u>LIGHTINGPERSON</u>

Conceives, positions, operates, sets up and strikes lighting equipment associated with production.

# LIVE COORDINATOR/DIRECTOR

Answer all Live department calls and requests. Book and coordinate all Live facilities. Coordinate/assign Live personnel to remote locations for CTV and other broadcasters. Coordinate multiple remotes. Book greeters and Live personnel for Live hits. Direct Talent and technical personnel for newscasts and other special events. Produce all News related graphic material. Investigate production errors during newscasts.

#### LIVE COORDINATOR/DIRECTOR/MMT

Books and coordinates all live requirements, ingoing and outgoing feeds for all platforms. Directs talent and technical personnel for newscasts and other broadcasts. Investigates production error and ensures quality control. Produces all news related graphic material. Performs duties of Senior Camera Multitasker and Multimedia Technician. Other duties as assigned.

#### MAKEUP ARTIST

Responsible for straight and character makeup for use in productions.

#### MASTER CONTROL OPERATOR

Coordinates the reception and on-air presentation of audio and video from various sources.

## **MASTER ELECTRICIAN**

Must possess a valid A-2 license, prepares request for renovation permits, meets government inspectors for approval of electrical modifications and performs the activities of an electrician.

# MICROWAVE OPERATOR-EDITOR

# **MULTIMEDIA PRODUCER**

Conceives, writes, shoots, edits, directs and produces Creative Services productions, promotions, commercials and advertising.

# MULTIMEDIA TECHNICIAN (MMT) COORDINATOR QUEBEC CITY

Coordinates all duties associated with the Quebec City bureau, except for oncamera duties. Performs all duties of Multimedia Technician.

# MULTIMEDIA TECHNICIAN – OVERNIGHT PATROL

Conducts all duties of Multimedia Technician. Monitors scanners and other sources of information and ensures timely communication with platforms. Posts content to social media. Other duties as assigned.

## MULTITASKER

Regularly assigned during his (her) bi-weekly working schedule to more than one of the following job titles: Cameraperson, ENG Editor, Feed & Play Operator (Play List), Audio Operator, Video Operator and Production Assistant.

## **NEWS EDITOR**

Rewrites, evaluates incoming feeds, lines up news programs, edits reporters' and news copy, coordinates on-air news production with control room, screens and selects interview clips.

#### **OPERATIONS SUPERVISOR**

Oversees all aspects of station operations and supervises operations personnel. May perform all duties in Grade 16 or other grades.

#### OPERATIONS SCHEDULER

Schedules operations crews, studios and equipment.

# **OVERNIGHT PATROLLER (MULTITASKER)**

Operates camera, lighting, editing and live transmission equipment. Monitors scanners and other information sources to track news events. Posts still photos, video and basic descriptive text to BellMedia web and social media platforms. Ensures timely communication of breaking news to CTV local and/or national news desks. When not previously assigned, determines priority of tasks during shift as function of circumstances in the field and established newsgathering principles. Can be assigned on a regular basis, as required, to other jobs titles in the multitasker category.

# PHOTOGRAPHER LABPERSON

Sets, lights and operates a still camera to take photographs, and processes exposed film and prepares prints.

# POST-PRODUCTION COORDINATOR

#### POST-PRODUCTION EDITOR

All work pertaining to videotape operator plus computer assisted editing and electronic special effects.

# POST-PRODUCTION SOUND MIXER

Handles post-production sound. Creates sound design. Records voice-overs, edits sound from camera shoots, and other sources, adds sound effects to video and does final mixing for broadcast according to the broadcaster's specifications.

# POST-PRODUCTION SUPERVISOR

Oversees all post-production facilities and systems including editing, graphics and post sound. Researches technical needs and oversees new post-production acquisitions. Troubleshoots technical issues. Performs the duties of a post-production editor and Multi-Media Producer, Creative services.

## **PRODUCER**

Writes, rewrites, evaluates incoming feeds, lines up news programs, edits reporter and news copy, lands content, coordinates on-air news production with control room, screens and selects interview clips.

# PRODUCTION ASSISTANT

Times and coordinates all phases of a production and carries out related clerical duties.

# PRODUCTION ASSISTANT/DIRECTOR

Times and coordinates all phases of a production and carries out related clerical duties. Directs news and other formatted shows.

## PRODUCTION AUTOMATION DIRECTOR

Prepares, sets up, installs, operates and monitors equipment, automation systems and technical apparatus. Monitors and controls audio and video signals, ensuring adherence to approved technical standards. Books feeds and satellites. Makes substitutions as necessary to maintain continuous service. Directs activities regarding program delivery and presentation. Informs producer, talent and crew of changes. Operates switching, character generator, CCU, camera robotics, audio and other related equipment. Ensures items to be used in the program are prepared to defined standards. Provides talent and crew with clear direction during the program. Other duties as assigned

# PRODUCTION AUTOMATION ASSISTANT

Times components of broadcasts. Maintains equipment, software and technical apparatus. Assists broadcast personnel in solving problems. Coordinates program delivery and presentation. Informs producer, talent and crew of changes. Operates switching, audio, character generator, CCU, robotics and other equipment as required. Organizes and rehearses show elements. Constructs and maintains computerized presentation databases. Ensures elements are prepared to defined standards. Other duties as assigned.

# PRODUCTION SUPERVISOR

Oversees all aspects of station production and quality control as required. May perform duties in Grade 16 or other grades.

#### PROMOTION ASSISTANT

Co-ordinates advertising and promotions internally and externally, writes and schedules promotions.

# WRITER/PRODUCER-PROMOTION & CREATIVE SERVICES

Creates, conceives, writes and directs personnel in promotional productions and segment s of presentations.

# PROJECTS TECHNICIAN IN BUILDING MECHANICS

Ensures technical support in order that the mechanical, electrical or other equipment functions properly and carries out all other associated tasks related to building mechanics.

# REPORTER/WRITER

Gathers, investigates, writes, rewrites, interviews and selects interview clips. Screens videotapes, produces news stories, narrates and performs on camera.

# RESEARCHER

Researches stories. Proposes story ideas. Keeps track of news via wires and other media. Books interviews and conducts pre-interviews and prepare background notes and questions for reporters and anchors. Greets guests. Maintains contact list; Participates in assignment meetings. Answers phone. Conducts taped interviews via phone or internet (double-enders), and at CTV Montreal premises. Manages tip line and talkback results. Screens and shotlists tapes. Informs interested parties of upcoming stories as required. Liaises with other CTV platforms and other networks to facilitate exchange of information, scripts, and video. Guides tours of news operations. Oversees editing. Performs related clerical and other duties.

# SENIOR CAMERA MULTITASKER

Operates camera, editing equipment, lighting and studio lighting console, camera control console, live transmission equipment and all other related equipment. Trains staff and helps assure quality control in these areas. Assists in managing equipment inventory, purchasing and maintenance. May be asked to do other tasks in the Multitasker.

#### SET DECORATOR

Selects and prepares necessary props for sets according to specifications by set designer.

#### SET DESIGNER

Conceives, designs and coordinates the construction of sets and furniture.

## SHIPPER/RECEIVER/MAIL CLERK

Receives, sorts and expedites mail, goods and materials and maintains appropriate documentation. Responsible for printing.

# SHIPPING/MAILROOM CLERK/HANDYPERSON

Receives sorts and distributes all mail, goods and materials received at the station. Orders office materials as requested and performs light housekeeping duties as assigned.

# SUPERVISING ASSIGNMENT EDITOR

Supervises Assignment Editors and oversees planning. Performs duties of Assignment Editor/Video Journalist. Other duties assigned.

# SUPERVISING NEWS PRODUCER

Works with editorial and operations staff to coordinate elements, content and content delivery for broadcast and digital platforms. May perform duties of Supervising Assignment Editor/Reporter. Other duties as assigned.

# SUPERVISING PRODUCER - DIGITAL CONTENT

Supervises Digital Reporters and performs Digital Reporter duties. Oversees digital strategy, assignments and workflow. Other duties as assigned.

## SUPERVISOR

Coordinates and schedules the activities of various functions and personnel assigned to him (her). May be required to perform functions of those supervised.

#### **TECHNICAL DIRECTOR**

Operates video switching and associated equipment. Ensures that all equipment is operating to technical specifications.

## TECHNICAL DIRECTOR/DIRECTOR

Operates video switching and associated equipment. Ensures that all equipment is operating according to technical applications. Directs news and other formatted shows. Acts as Technical Director vis-à-vis the crew working in the studio, including normal tasks of coordinators in other technical/operational job functions.

#### TECHNICAL ASSISTANT

Assists technician in installation and removal of equipment cables, connectors, terminal blocks and general minor technical problems.

#### **TELEVISION ASSISTANT**

Sets and strikes props, sets and equipment operates electrical and mechanical props, assists audio operator, lighting person, prop master, cameraperson and carries out general television duties.

# **TELEVISION TECHNICIAN**

Installs, modifies, repairs and maintains portable, mobile and stationary broadcast equipment.

## TICKER/RESEARCHER

Writes news and sports headlines, weather and traffic for Ticker. Researches, obtains and delivers information necessary for news reports. Books interviews and guest for news programs. Greets and directs guests. Answers phones. Conducts taped interviews via phone or internet (double-enders), and at CTV Montreal premises. Manages tip line and talkback results. Screens and shot lists tapes. Informs interested parties of upcoming stories as required. Liaises with other CTV platforms and other networks to facilitate exchange of information, scripts, and video. Guides tours of news operations. Oversees editing. Performs related clerical and other duties.

# TRANSMITTER TECHNICIAN

Operates, installs, modifies, repairs, maintains and monitors broadcast transmitter and associated control equipment.

# **VIDEO JOURNALIST**

Gathers, investigates, writes, interviews, narrates and performs on camera. Sets up, strikes, lights and performs duties associated with operation of a camera in production. Operates editing, recording and playback equipment. Required to drive. Performs associated duties.

#### VIDEO OPERATOR

Lines and sets up cameras, operates camera control units and related camera equipment associated with productions.

#### VIDEOGRAPH OPERATOR

Operates electronic video graphic and titling equipment.

#### VIDEOTAPE/MASTER CONTROL OPERATOR

Coordinates the reception and on-air presentation of audio and video from various sources and operates videotape and related equipment including playback, recording and editing. Performs associated clerical duties.

#### WARDROBE PERSON

Performs the care and maintenance of special wardrobe, wigs, costumes and special accessories necessary for productions.

# WEB REPORTER/WRITER

Generates online stories and content. Interviews story subjects and contacts to continuously update information and news content. May appear on-air in newscasts to explain and cross-promote content and information on the website and social media. Edits video for websites. Ensures the accuracy, consistency and adherence to standards of all content subject matter on the site.

#### OFFICE EMPLOYEES

# **ACCOUNTING CLERK - GENERAL**

Keeps records of financial transactions, processes miscellaneous invoices, posts and maintains master files and sub ledgers, performs general clerical duties.

# **CLERK TYPIST**

Performs general clerical work.

### COORDINATOR

Coordinates and performs the activities of related functions.

# COORDINATOR, CREATIVE SERVICES MARKETING, PROMOTIONS AND COMMUNITY RELATIONS

Coordinates CTV's promotional, contest and sales campaigns; follow-up on material and manages prizes. Coordinates and ensures the execution of CTV/community events; develops partnerships/sponsorships/exchanges; updates Community Calendar and orders station merchandise.

#### CREDIT OFFICER

Handles the clerical, credit and collection duties of the credit department.

#### INFORMATION TECHNOLOGY SPECIALIST

Designs, programs and maintains computer systems.

#### BUYER

Selects and buys goods, bases decisions on inventory and costs. Handles all clerical duties for preparation, processing and issuance of purchase orders, follows up with suppliers.

# **BUYER ASSISTANT**

Handles all clerical duties for preparation, processing and issuance of purchase orders, follows up with suppliers.

# MAIL CLERK

Sorts and expedites mail. Keeps appropriate documentation.

# **REP ASSISTANT**

Performs general clerical work and maintains client contact.

# **SUPERVISOR**

Coordinates the activities of various functions and personnel assigned to him (her). May be required to perform functions of those supervised.

## SWITCHBOARD/RECEPTIONIST

Operates a telephone switchboard, receives visitors and messages at the front desk, performs associated clerical duties and books tours.

#### SUPERVISOR TECHNICAL ADMINISTRATIVE SERVICES

Supervises purchasing, handles building maintenance requests, oversees telephone system, and all related equipment and building needs.

#### TRAFFIC/PROGRAMMING CLERK

Responsible for creation and completion of on-air logs, inventory control, processing sales orders, material handling, and billing.

## **TALENT EMPLOYEES**

# STAFF ANNOUNCER/PERFORMER

A person regularly employed by the station to perform on television, normally scheduled on a daily shift basis.

Introduces various types of programs, interviews guests, acts as host, and makes other announcements for television broadcasting by performing any combination of the following duties:

Identifies station using call letters. Gives cues to control room to insure affiliated stations receive intended program. Reads special announcements. Reads advertisements and may receive payment if applicable in accordance with Article 24. Conducts interviews with persons of interest and acts as host for certain programs. Broadcasts events of interest that originate outside the studio. Observes, evaluates and broadcasts weather, traffic conditions and related information. Narrates explanatory comments to accompany action parts of television presentations.

# **NEWSCASTER - WRITER**

A person regularly employed by the station to write and deliver newscasts.

Prepares and delivers comments on news and current affairs.

Analyzes and evaluates news items of local, national and international significances. Conducts interviews with persons knowledgeable about or involved in events of current interest. Prepares scripts for broadcasts and may interpret the facts to give a personal assessment of their causes, consequences and likely implications.

May collect and report facts about newsworthy events at scene of special assignment or other locations distant from station. May provide extemporaneous commentary on important public events.

# SPORTSCASTER - WRITER

A person regularly employed by the station to write and deliver sportscasts.

Broadcasts sports news, events and information.

Appraises sports news and information available through sources, such as:

wire service, press conference and interview.

Travels to scene of sports event and collects all available information concerning assignment through observation, interview and investigation. Writes scripts on

basis of timeliness and likely audience interest. Reads script on sportscast. Broadcasts running commentary or play-by-play description of sports event, inserting biographical and statistical data, to inform and entertain audience. Interviews sports or public personalities at sports event or in studio for live or delayed broadcast.

May perform other announcing duties, such as making special announcements and reading advertisements.

# FREELANCE PERFORMER

A person engaged for a particular production or occasion on a contract basis.

As a contributor to a designated television program, either as host or participant may conduct interviews with various guests which are based on researched material or personal knowledge or developing spontaneity through creative interviewing techniques or perform in their specialty.

For a specified program interviews guests, acts as host, makes other announcements for television broadcasts by performing any combination of the following duties:

Identifies station using call letters. Gives cues to control room to insure affiliated stations receive intended program. Reads advertisements at specified times. Conducts interviews with persons of interest. Broadcasts events of unusual interest that originate outside the studio. Observes, evaluates and broadcasts related information. Narrates explanatory comments to accompany action parts of television presentations.

Writes scripts and news copy.

#### 36.2 Classification of New or Modified Job

It is recognized that job content may change from time to time and that revised job descriptions may be necessary. Such revisions may change not only the description applicable to each job but also the relative value of each job.

#### 36.2.1

The Employer shall notify the Union in writing no less than thirty (30) days in advance:

- of any significant change contemplated to the duties, tasks or responsibilities of a job covered by this Collective Agreement,
- of any new job to be created and declared by the Employer, adjudicated or jointly deemed to be the jurisdiction of the bargaining unit,
- of the wage group in which the Employer wishes to classify a new or modified job.

## 36.2.2

. 1

The next meeting of the Joint Consultation Committee shall place the matter on the agenda for discussion. Should differences exist and remain unresolved twenty (20) days after the first meeting, these differences will automatically become a subject for grievance and may be dealt with accordingly under Article 46 of the grievance procedure and the arbitrator will have the power to establish the proper salary range for the job.

# **ARTICLE 37 - TRAVELLING EXPENSES**

37.1

For the purpose of this Agreement, the following definitions shall apply:

37.1.1

For the purpose of this agreement, "in-town" is defined as anywhere on the Island of Montreal, including Ile-des-Soeurs, Iles-de-Boucherville.

37.1.2

Out-of-town - anywhere beyond the area defined in Article 37.1.1

37.2

Employees on in-town remotes who are required to provide their own traveling arrangements to remote locations will be given an allowance of fifteen dollars (\$15.00) per remote location. Employees who are authorized to use a taxi in such cases shall be compensated in accordance with Article 40.2.

37.3

Employees on out-of-town assignments who require overnight accommodations shall receive a per diem allowance of seventy-five dollars (\$75.00) for each twenty-four (24) hour period in addition to the cost of accommodations. Further, when absences involve fractions of a twenty-four (24) hour period, the per diem shall be in the amount of four dollars (\$4.00), per hour to a maximum of seventy-five dollars (\$75.00). For employees on authorized training courses or seminars, the per diem will be fifty dollars (\$50.00).

37.3.1

Employees on out-of-town assignments shall receive single accommodations, at the Employer's expense, when single accommodation is available at the location concerned.

37.4

Employees on out-of-town assignments who do not require overnight accommodations and are required to purchase their own meals will be compensated as follows and, for office, production and technical employees, the meal allowances referred to in Article 11.1.1 and 11.4 would not apply:

Breakfast	\$12.00
Lunch	\$20.00
Dinner	\$25.00

37.5

The allowance mentioned in Articles 37.3 and 37.4 shall be in addition to the following allowable expenses:

#### 37.5.1

The cost of transportation.

#### 37.5.2

The cost of taxis or limousine service between point of departure and station or airport, at points of departure and return and between station or airport and hotel, at point of destination.

## 37.5.3

The cost of vehicles for the transport of equipment.

#### 37.5.4

The cost of extra assistance in handling equipment.

## 37.5.5

The cost of internet access and long distance calls required for the Employer's business and also, in North America, one (1) personal call home after 18:00 hours, local time, to a limit of three (3) minutes on the first day of remote assignment and on alternate days after the first also a three (3) minute call home at any time on the last day of the remote assignment; elsewhere, a six (6) minute call home for each five (5) days of remote assignment.

#### 37.5.6

The actual cost of laundry on out-of-town assignments of three (3) nights or more upon presentation of receipts.

# 37.5.7

Portable toilets shall be provided on remote assignments where permanent facilities are not available.

#### 37.6

At the employee's request, the Employer shall issue the whole amount of travel advances either by cheque or by travelers' cheque (Canadian dollars).

#### 37.7 NOT APPLICABLE TO TALENT EMPLOYEES

Employees shall not be required to be on out-of-town assignments that require overnight accommodations of more than nine (9) calendar days.

# **ARTICLE 38 - TRAVELLING TIME CREDITS**

#### 38.1

For pay purposes, employees engaged in traveling on an out-of-town assignment for the Employer shall be credited with all time consumed when traveling on such assignment except as provided in Article 39. Such time will be computed:

#### 38.1.1

From the scheduled time of the carrier's departure when the employee leaves his (her) home for travel by carrier. If the carrier's departure is delayed more than one (1) hour, the employee shall so advise the Employer.

#### 38.1.2

From the assigned hour of departure from his (her) home, when an employee travels by automobile direct to the assignment.

#### 38.1.3

From the time he (she) leaves his (her) normal place of employment when the employee reports there before proceeding to travel.

#### 38.1.4

From the assigned hour of departure from his (her) lodging when an employee is using overnight accommodations.

#### 38.1.5

To the time of arrival at the final destination, when the employee reaches his (her) hotel, in the case of an out-of-town assignment which involves an overnight stay.

#### 38.2

Time credited for the return journey under the above conditions shall be computed in the same manner.

# **ARTICLE 39 - WAIVER OF TIME CREDITS**

#### 39.1

When traveling is on a carrier the employee shall be compensated only as follows:

Travel Hours

Rate

# Production/Technical Employees

0 - 8	basic
8 - 16	20% basic
16 and over	25% basic

# Office/Talent Employees

0 – 7 1/2	basic
7 1/2 to 15	20% basic
15 and over	25% basic

Traveling time starts at time of departure on a carrier and continues to the time of arrival at the final destination, when the employee reaches his (her) hotel, in the case of an out-of-town assignment which involves an overnight stay.

#### 39.2

In addition to the rate above, a ten percent (10%) premium will be applied if an economy seat is provided. This premium is not applicable if seating exceeds economy class.

#### 39.3

If an employee is not required to work during the remainder of the day after his (her) arrival at the final destination, all time credited in excess of the regular daily hours may, at the employee's option, be banked as time off in lieu at the appropriate rate of pay, as described in article 39.1 and 39.2 above, subject to the limitations provided for in article 10.7.

# ARTICLE 40 - USE OF EMPLOYEE'S CAR AND TAXIS

#### 40.1

It is agreed that the use of an employee's car in executing the business of the Employer is not compulsory. If an employee is authorized to use his (her) automobile on the Employer's business, he (she) shall be reimbursed at a rate of \$0.53 per kilometer or Company policy, whichever is greater.

#### 40.2

An employee working at an in-town remote location who has no personal means of transportation and is required to commence or conclude a tour of duty between 01:00 and 06:00 hours, shall be reimbursed for taxi expenses, upon presentation of receipts, up to a maximum of forty dollars (\$40.00)

Transmitter Technicians who have no personal means of transportation and who commence or conclude a tour of duty at a time when normal public transportation to and from the transmitter is not scheduled, will be reimbursed taxi expenses to or from the nearest public transportation point.

#### 40.3

An employee who has no personal means of transportation shall be reimbursed by the Employer the cost of taxis when he (she) is required to commence <u>or</u> conclude a tour of duty outside of the scheduled hours of essential services in the case of a public transportation disruption. Reimbursements will be made upon presentation of receipts up to a maximum of forty dollars (\$40.00)

# **ARTICLE 41 - CLOTHING AND ALLOWANCES**

#### 41.1

Notwithstanding the provisions of Article 7, Camerapersons and their Assistants, Satellite and Microwave Technicians, MMT's and Overnight Patroller assigned to news or the Production Department, shall receive, upon presentation of receipts, an annual clothing allowance of up nine hundred dollars (\$900.00)

It is understood that this allowance is to be used towards the purchase of shirts, pants, coats, thermal wear, headwear, winter wear, shoes and boots used at work.

#### 41.2

Notwithstanding the above, permanent Reporter/Writers, Video Journalists, Assignment Editor/Reporters and permanent talent employees shall receive, upon presentation of receipts, a monthly "dry cleaning" allowance of forty dollars (\$40.00). It is understood that this allowance is cumulative from one month to the next.

It is understood that this allowance is to be used towards the "dry cleaning" of clothing used at work.

# 41.3 Clothing Allowance

Permanent Reporter-Writers, video journalists and Assignment Editor/Reporters who regularly appear on camera shall receive, upon presentation of receipts; one thousand seven hundred dollars (\$1 700.00) in annual clothing allowance. They will also receive an amount of \$900.00 for outdoor clothing like the MMT's which may include make-up kits.

This article will apply to temporary Reporter-Writers, Video journalists and Assignment Editor/Reporters on a pro-rated annual hours accrued basis, i.e. two thousand and eighty (2080) hours being considered full-time. Payment of this allowance will be effective on January 1<sup>st</sup> for hours worked in the previous twelve (12) months.

Permanent talent employees shall receive, upon presentation of receipts, one thousand six hundred dollars (\$1,600.00) annual clothing allowance. Similar clothing allowances included in contracts between the Company and individual employees or provided for under other collective agreements shall also be taken into consideration. In addition the Employer will also provide make-up kits.

This article will apply to temporary talent employees on a pro-rated annual days accrued basis, i.e. two hundred and sixty (260) days being considered full-time. Payment of this allowance will be effective on January 1<sup>st</sup> for days worked in the previous twelve (12) months.

#### 41.4 APPLICABLE TO TALENT EMPLOYEES ONLY

The Employer will provide adequate and appropriate dressing room space for all Staff Announcer/Performers where they will have lockers in which to keep clothes required for performances and space for studying and preparing.

#### 41.5 APPLICABLE TO TALENT EMPLOYEES ONLY

Any apparel which may reasonably be expected to be included in the wardrobe of an employee, including semi formal wear and not more than three (3) additional changes of apparel in any single telecast session, shall be considered as regular wardrobe and shall be provided by the performer.

#### 41.6 APPLICABLE TO TALENT EMPLOYEES ONLY

Special wardrobe, wigs, costume, special appurtenances and clothes and apparel other than those specified under the preceding paragraph shall be considered as special wardrobe and shall be provided by the Employer.

# ARTICLE 42 - PRE-RECORDING AND PREPARATION

# APPLICABLE TO TALENT EMPLOYEES ONLY

#### 42.1

A Staff Announcer/Performer shall be permitted to pre-record programs or commercials for the purpose of broadcasting in or out of the Staff Announcer/Performer's work shift, on his (her) days off or his (her) vacation, or for special purpose broadcasts such as obituaries for prominent people.

#### 42.2

Any announcements or programs pre-recorded by a Staff Announcer/Performer, Newscaster/Writer or Sportscaster/Writer, at his (her) request shall not be used past the current thirteen (13<sup>th</sup>) week cycle after such person has left the employ of the Company. Fees as stated in this Agreement will apply.

#### 42.3

The Company recognizes that staff employees involved as hosts, co-hosts, dominant or featured performers in programs require time for preparation of their programs. To this end, the Company agrees that in scheduling work assignments for these employees, the Company shall consult with the employee in providing for the preparation time required. Said time spent in preparation shall be credited as part of the work week. The final determination of preparation time required shall rest with the Company.

### 42.4

Wherever possible, Newscaster/Writers and Sportscaster/Writers shall be given a minimum of forty-five (45) minutes before each scheduled telecast in preparation time, (i.e. not working on other assignments).

# **ARTICLE 43 - EXISTING BENEFITS**

# APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES ONLY

43.1

The Employer recognized that as of November 3<sup>rd</sup>, 1961, the employees in the bargaining unit enjoyed certain benefits and privileges not referred to herein; the Employer agrees not to alter or change these practices in such manner as to discriminate against employees in this bargaining unit.

43.2 The Pension Plan for Employees at CFCF (the CFCF Defined Benefit Pension Plan) is closed to new members. All members in the CFCF Plan at this date will remain in the CFCF Plan. As of January 1, 2017, all eligible employees hired after December 11, 2015, subject to the plan terms, will participate in the Bell Media Defined Contribution Pension Plan.

All other employees hired before December 11, 2015 who are in the CTV Defined Contribution Retirement Plan will transition into the Bell Media Defined Contribution Pension Plan as of January 1, 2017.

# **ARTICLE 44 - BENEFIT PLANS**

# 44.1

The benefit plan (Omniflex Plan) shall provide each employee with a choice of options available for single, couple and family coverage for medical, dental and insurance coverage as well as STD and LTD Disability Plans. The Company also agrees that in the event there are changes to the benefit plan, the Company will meet with the Union to review and discuss such changes.

### 44.2

The Employer agrees to supply the Union with relevant and available information concerning the Pension Plan, upon the Union's written request specifying the nature of the information requested.

# **ARTICLE 45 - GRIEVANCE PROCEDURE**

#### 45.1

It is mutually agreed that it is the spirit and intent of this Agreement to adjust, as quickly as possible, grievances arising from the application of this Agreement and the Letters of Agreement.

#### 45.2

The parties recognize that the Canada Labour Code provides that any employee may present his (her) personal grievance to his (her) Employer at any time. Any such grievance may be subject to consideration and adjustment as provided in the following Articles on grievance procedure.

# 45.3 Preliminary

When a grievance arises, the employee(s) and/or the Shop Steward shall discuss the matter within fifteen (15) days of the event that gave rise to the grievance, with the employee's immediate superior concerned.

# 45.4 Step 1

In the event the immediate superior's answer is not satisfactory or there is no answer, the employee or the Union shall submit it to the Head of the department or his (her) designate in writing within twenty (20) days of the event which gave rise to the grievance. A meeting shall be held to consider the grievance. Such meeting shall take place within seven (7) days of the submission, in writing, of the grievance. Such meeting shall be attended by the Union Grievance Committee which shall normally not exceed three (3) employees and may be attended by the griever(s) where required and by persons designated by the Employer. Minutes of such meeting shall be kept and signed by both parties.

# 45.5 Step 2

If final settlement of a grievance is not reached at Step 1, the dispute shall be referred to the Human Resources Manager and the National Union Representative who will be accompanied by the local President for further discussion and consideration.

# 45.6 Step 3

In the event that, for any reason, the grievance remains unresolved after thirty (30) days of filing, the dispute may, by written notice of either party to the other party, be submitted to binding and final arbitration.

45.7

The time and limits specified in Steps 1, 2 and 3 shall be counted in calendar days, save that an employee who is absent from the station by reason of a leave provided in this Agreement or because of an outside assignment will obtain an extension of the time limits amounting to the number of calendar days for such an absence. The above time limits may be extended by written agreement.

45.8

A grievance shall not be invalid due to an error in wording or formulation, which does not affect the nature or substance of the grievance, or the desired redress.

45.9

If either of the parties considers that this Agreement, including the Letters of Agreement, is being misunderstood, misinterpreted or violated in any respect by the other, the matter may be submitted as a written grievance and discussed between representatives of the Employer and the Union. Minutes of such meeting shall be kept and signed by both parties. If not satisfactorily settled within fourteen (14) days of the above meeting, either party may refer the matter to arbitration as provided in Step 3 of the Grievance Procedure.

# **ARTICLE 46 - ARBITRATION**

#### 46.1

Whenever either party gives written notice of its intent to arbitrate under this procedure, it is agreed that both parties must agree on one (1) arbitrator. In the event where parties cannot agree either party may request the Minister of Labour to appoint an arbitrator. In such case, the party requesting such an appointment shall so inform the other party forthwith.

#### 46.2

The arbitrator shall determine the date, time and location of the hearing, in consultation with the parties.

#### 46.3

The arbitrator's power and procedure shall be as defined by the Canada Labour Code and in accordance with the rules of natural justice.

#### 46.4

An arbitrator to whom any grievance may be submitted shall have jurisdiction and authority to render a decision in accordance with the Collective Agreement but shall not have jurisdiction or authority to alter in any way any of the terms of this Agreement.

#### 46.5

If it is determined by the arbitrator that any employee has been suspended or discharged or otherwise disciplined and that the disciplinary measure has resulted in the suspension or the discharge of the employee, the Arbitrator may change or amend such penalty and give an award that seems just and reasonable in all circumstances.

#### 46.6

The award of an arbitrator, in respect to any grievance regarding the status of an employee which may be submitted, as provided for above, shall in no case be made retroactive to a date prior to the date upon which such grievance was first submitted, in writing to the Employer, except in the case of a proper contractual wage payment as provided for under the collective agreement, seniority, granting of holidays, vacation and sick leave. In disposing of any grievance, an arbitrator shall not have jurisdiction to award payments to employees which would exceed any payments expressly provided for under the terms and conditions of the present agreement.

#### 46.7

The arbitrator must render his award within sixty (60) calendar days from the last day of the hearing.

### 46.8

Notwithstanding article 46.7, the parties may extend the time limits by written agreement.

### 46.9

The arbitrator's award is final and binding on the two (2) parties to the Collective Agreement and on all employees covered by this Agreement.

### 46.10

The cost and/or expenses of the Arbitrator shall be borne equally by the Employer and the Union, except that no party shall be obligated to pay the cost of a stenographic transcript without express consent.

# ARTICLE 47 - EFFECTIVE DATE, DURATION AND RE-NEGOTIATION NOTICE

### 47.1

This Agreement, including the Appendices and the Letters of Agreement, shall be effective at the date of ratification. All monetary articles, except salary increases, will be implemented the first Sunday following the date of ratification. This collective agreement will remain in force for a period ending on December 31<sup>st</sup>, 2023

#### 47.1.1

Unless specified otherwise, any payments or penalties payable to employees under the present Agreement shall be based on the salary schedules and scales as set out in the present Agreement.

Automatic increases, general increases and retroactivity payments shall only apply to the extent of the salary schedules and scales provided for in the present agreement and shall not increase the salary of an employee paid above scale whether by written contract or otherwise.

#### 47.2

In the event that prior to the expiration of this Agreement either party desires to negotiate a new Agreement, notice in writing by registered mail shall be given to the other party within a period of one hundred and twenty (120) days prior to December 31<sup>st</sup>, 2023 If such notice is given by either party and no new Agreement is reached, all the provisions of this Agreement shall continue to be observed by both parties until seven (7) days after the report of the Conciliation Officer is received by the Minister of Labour or until advice has been received from the Minister of Labour, as set forth in the Canada Labour Code (Part I), Article 89.

#### 47.3

Upon receipt of notice from either party of a desire to negotiate a new Agreement, as provided in Article 47.2 (or Article 47.1), a meeting shall be held between the parties within twenty (20) days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.

#### 47.4

The parties understand and declare that in case any provisions of this Agreement are now or hereafter inconsistent with any Statute of Canada or any Order-in-Council or Regulations passed there under, such provisions shall be to that extent only deemed null and void or shall be applied in such manner as will conform with law.

Bell Media Inc.

Jed Kahane

Director, News and Public Affairs

Arin Cakman

Business Manager, News

Marie Claude Girard

Senior Consultant Labor Relations

Jámes Londón Wilson

Senior Consultant Labor Relations

UNIFOR, local 614-M

Jean Stéphane Mayer National Representative

Stéphane Giroux

President

Susan Lea

Vice-President

Kenneth Dow

Secretary/Treasurer

Dale Crockets

Master Shop Steward

#### APPENDIX B

PERMANENT EMPLOYEES' SENIORITY LIST AS OF DATE OF SIGNATURE

#### APPENDIX B

PERMANENT EMPLOYEES' SENIORITY LIST AS OF DATE OF SIGNATURE

# APPENDIX D SABBATICAL AGREEMENT

In accordance with Article 20 of the Collective Agreement bet	ween Unifor and CFCF
Television, I hereby request a sabbatical leave	1 2 2 3 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
NAME: (in block letters):	
FUNCTION:	
DATE OF REQUEST:	The
sabbatical agreement arrangement will start onl understand the	and it will end on consequences of this request for
leave.	
SIGNATURE:	
For Management's use only  The request for sabbatical leave denied (check or from work at 80% of his (her) salary from	ne)The employee will be absent
MANAGER'S NAME:	
DATE THIS APPLICATION WAS RECEIVED:	
MANAGER'S SIGNATURE AND DATE:	
IMPORTANT NOTICE:	
THIS SABBATICAL AGREEMENT MAY NOT BE CANCELL	LED AFTER
FOR OFFICE USE ONLY	

# LETTER OF AGREEMENT #1 LETTER OF AGREEMENT ON JURISDICTION

The Employer is a division of CFCF Inc. CFCF Inc. currently has subsidiaries involved in production, post-production, cable distribution, broadcasting, etc. The Employer is mainly involved in broadcasting although it produces some programs mainly, if not exclusively, for its own air. To this end, the Employer possesses equipment and facilities which are, and will continue to be, used for its own mission. However, these facilities and equipment may not be used fully at all times. To this effect, the parties agree that the Employer, CFCF Inc., or any of its divisions or subsidiaries–may lease or lend these facilities and equipment to a third party.

The parties further agree that in accordance with the provisions of Article 36 of the collective agreement, the Union's jurisdiction extends to jobs required for broadcasting and to productions which are within the exclusive creative, financial and production control of the Employer.

Notwithstanding the provisions of the collective agreement, particularly Article 35, the parties agree that the Union's jurisdiction does not extend to productions outside the exclusive creative, financial or production control of the Employer, nor to any subsidiaries or other divisions of CFCF Inc. or their productions, nor to any third party production produced at the facilities of the Employer, CFCF Inc. or any of its divisions or subsidiaries.

Finally, recognizing the community of interest between the parties in promoting cooperation between the Employer, the Union and the employees, the parties agree that when productions mentioned in the preceding paragraph are produced at the Employer's premises, the Employer will inform the Union (as soon as possible before actual production begins) of the type of production, the producer, the number of bargaining unit members required (if any) and the intended duration of the production. The Employer undertakes to remit to the Union an amount of three dollars (\$3.00) per production day (excluding pre-production and post-production), per non-bargaining-unit-member used in said production and working in a function normally performed by bargaining-unit members.

# LETTER OF AGREEMENT #2 PROVIDED MEALS

When meals are provided by the Employer for scheduled special circumstances, both parties may agree to an alteration of the daily work schedule. This may affect meal periods and shift duration.

# LETTER OF AGREEMENT #3 UNION DUES (APPLICABLE TO TALENT ONLY)

The Employer agrees that contractuals shall be subject to the payment of the equivalent of union dues as provided for in Article 4.

# LETTER OF AGREEMENT # 4 CANDIDATE FOR ELECTION

The Employer shall grant, upon request in writing, leave without pay to any employee seeking nomination as a candidate and to be a candidate for an election as a member of the House of Commons, a provincial legislature or territorial council for a period ending on the day on which the results of the election are officially declared or on such earlier day as may be requested by the employee if he (she) has ceased to be a candidate. An employee who is declared elected as member of the House of Commons or a provincial legislature thereupon ceases to be an employee. An employee declared elected as a member of a territorial council and whose responsibilities regularly impede his (her) working schedule at CFCF Television thereupon ceases to be an employee.

# LETTER OF AGREEMENT # 5 PROFESSIONAL ETHICS

If an employee is prosecuted following acts performed in good faith and in the normal exercise of his (her) duties, and also when acting under orders from the Employer, the latter shall assume the defense of the employee as well as the costs involved including damages and interest.

- a) Decisions at all levels of the procedure, including the choice of attorneys and their mandate, shall be taken by the Employer.
- b) In the event the acts referred to in paragraph a) prevents an employee from working, the Employer shall maintain the employee's wages, and seniority shall continue to grow.

The employee prosecuted shall not be allowed to avail himself of the above provisions. In which case, he (she) shall assume his (her) own defense, defray expenditures and be solely responsible for the judgment consequences.

# LETTER OF AGREEMENT #6 JOB SHARING PROGRAMME

The union and company agree that in some situations Job sharing between employees is acceptable. Employees who wish to share a job should draft a proposal that will be considered by both the company and the union. Both the company and union must approve any arrangements.

# LETTER OF AGREEMENT #7 SECURITY SYSTEM

The parties agree the security will be used for purposes of security.

# LETTER OF AGREEMENT #8 EXPEDITED ARBITRATION

The parties hereby agree to set up an expedited arbitration procedure on a trial basis. The procedure described hereunder shall be effective for a period of twelve (12) months following the signature of the Collective Agreement. The parties may, by mutual agreement in writing, renew the terms of this letter for an additional period of one (1) year.

- The parties undertake to refer grievances which are still outstanding subsequent to Step 3 of the grievance procedure to Expedited Arbitration. However, either party can exercise, at the time of reference, its right to proceed to formal arbitration in accordance with article 46 of the Collective Agreement.
- The parties agree that the Expedited Arbitration Procedure is an informal and accelerated dispute resolution mechanism to facilitate a speedy settlement of grievances by a sole arbitrator referred to as "The Chair".
- 3. The sole arbitrator shall be appointed from "service d'arbitrage accéléré", excepting Marc Boisvert. In the event that he cannot meet with the parties within sixty (60) calendar days of referral, and the parties do not agree to another chair or to extend the time limits otherwise, they shall proceed to formal arbitration.
- The grievance shall be presented at hearings held under this procedure by staff members of the Union and CFCF Television.
- 5. The parties shall meet at least one week prior to the hearing in order to exchange a copy of any document they intend to use during the hearing (including precedents, authorities) and a list of witnesses. This meeting shall also be used for the purpose of reviewing the grievance and, in collaboration, endeavoring to establish an Agreed Joint Statement of Facts. If either party becomes aware of additional information after meeting, then the other party shall be advised of that information immediately.
- The other provisions of the collective agreement shall fully apply to the Expedited Arbitration Procedure except to the extent they are modified by this letter of agreement.
- 7. The hearing shall be governed by the following parameters:
  - a) Pursuant to Paragraph 5 above, a brief of the documents, precedents authorities, list of witnesses and, if possible, an Agreed Joint Statement of Facts will be provided to the Chair.
  - b) As much as possible, all presentations are to be short and concise. The hearing will be conducted in an informal manner with limited objections by the parties. The parties will endeavor, where possible, to ensure that the hearing does not exceed one (1) day.

- 8. At the conclusion of the hearing the Chair's decision shall be in accordance with the following parameters:
  - a) Rendered verbally either immediately or, at the latest, within three calendar days of the hearing.
  - b) Confirmed in writing within three calendar weeks of the hearing.
  - c) The written decision shall set forth a brief explanation of the facts and the term of the Collective Agreement and/or law relied upon for the decision.
  - d) Without precedent or prejudice to future proceedings unless otherwise agreed in writing by the parties.

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# LETTER OF AGREEMENT #9 QUEBEC CITY

Due to the peculiar operations of the Québec City bureau, employees assigned to this bureau (other than reporters/writer(s)) work one hundred and sixty hours (160), at various times during the day, in a four (4) week cycle with eight (8) days off. Such employees take meal and break periods whenever feasible or possible. All authorized work performed beyond one hundred and sixty (160) hours in a four (4) week cycle shall be paid at time and one-half (1 1/2) the employee's basic rate of pay. All authorized work performed beyond two hundred and eight hours (208) in a four (4) week cycle, shall be paid at two times (2) the employee's basic rate of pay.

Articles 8-9-10-11-12-13 and 29 do not apply to employees assigned to the Québec City bureau.

# LETTER OF AGREEMENT #11 LICENCES

The Employer will reimburse, upon presentation of receipts, the cost of licenses when it is necessary for an employee to hold a license to meet the requirements of his (her) job.

# LETTER OF AGREEMENT # 12 PENSION PLAN

Both parties agree that the Employer, CFCF Television, will request information sessions from the CTV Network regarding the company's pension plan.

CFCF Television will then set up a convenient time, day and place for the information session based on the number of employees wishing to attend and their availability. CTV Network Human Resources will then provide a qualified person to answer the appropriate questions.

The intent is to keep employees informed and up-to-date on their pension plan.

# **LETTER OF AGREEMENT # 13**

#### **EMPLOYEES RECLASSIFIED AS MULTITASKERS**

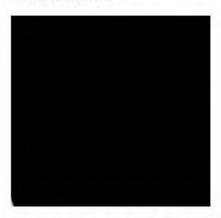
**WHEREAS** the Employer has created a Multitasker job following discussions during the bargaining of the Collective Agreement;

WHEREAS this new job classification has been classified under grade 11;

**WHEREAS** some employees have been identified as possessing the required skills and abilities to perform more than one of the job classifications listed in the job description of the Multitasker;

# THE PARTIES, HEREBY, HAVE AGREED TO THE FOLLOWING:

- 1. The preamble forms an integral part of the Agreement;
- The employees listed below will be reclassified under the Multitasker job classification:



- 3. It is understood that when replacing an employee classified under this job classification, the employer may choose to assign the replacement to a job classification under grade 10 if the replacement is not required to perform the multiple tasks outlined under this new job classification;
- 4. In the event of a reduction of the number of employees in any of the job classifications listed in the description of the Multitasker, the reduction will affect the employee(s) with the least unit seniority, either in the targeted job classification or in the Multitasker job classification.
- 5. In the event of a reduction of the number of employees in the Multitasker job classification, the reduction will affect the employee(s) with the least unit seniority in the Multitasker job classification.

- 6. The employees listed at paragraph 2. above can opt out of being reclassified as a Multitasker;
- 7. The employees reclassified under the Multitasker job classification will keep their original job classification title besides the Multitasker classification title;
- 8. This agreement will take effect as of January 1, 2011.

# LETTER OF AGREEMENT # 14 MULTITASKER POSTING

In the event of a posting in the Multitasker (Camera-Editor) category, incumbents in either of the single task categories (Cameraperson & ENG Editor) will be afforded the right to a four weeks training period in order to acquire the necessary skills. At the end of this period, the employer will determine whether the employee is qualified to move into the Multitasker position. If selected, the employee will then be submitted to the trial period as per article 30.9.

# This letter of agreement will be deleted on December 31, 2018

# **LETTER OF AGREEMENT # 15**

#### HOLIDAYS AND FLOATERS GRANDFATHER CLAUSE

#### **HOLIDAYS AND HOLIDAY PAY**

The following letter of agreement applies to employees hired before December 12, 2015.

a) The following shall be paid holidays, for Production and Technical Employees:

New Year's Eve New Year's Day Good Friday

Victoria Day
La Fête Nationale

Canada Day

First Monday of August

Labour Day

Thanksgiving Day Christmas Eve Christmas Day

For Office and Talent Employees:

New Year's Day

Day after New Year's Day Good Friday

Victoria Day La Fête Nationale

Canada Day

First Monday of August

Labour Day

Thanksgiving Day Christmas Day Boxing Day

In addition to the holidays listed above, three (3) additional "floating holidays" shall be available. Provided the employee notifies the Employer fourteen (14) days in advance, the holiday shall be scheduled on the day requested by the employee otherwise the holiday shall be scheduled by mutual consent. Such request shall not be unreasonably denied. The floating holiday must be received/taken within the calendar year in which it is earned.

Notwithstanding the above, an employee may take his (her) floating day(s) along with the leaves provided for in Articles 18.2, 18.3 or 18.4.

- b) If the holiday falls on a regular working day and the employee is not required to work, he (she) shall receive his (her) normal basic pay for such day at the straight time rate.
- If the holiday falls on a regularly scheduled work day and the employee is required to work, the employee shall receive, at his or her option either;
  - i) two and one-half (2 1/2) times his (her) basic rate for all hours worked.

ii) receive one and a half (1 1/2) his (her) basic rate for all hours worked up to the scheduled hours of his (her) daily work schedule, plus two and one-half (2 1/2) times his (her) basic rate thereafter. The employee's time off bank will also be credited with one (1) day. The banked stat must be taken within one (1) year of being banked.

The Employer cannot unilaterally schedule an employee off on a statutory holiday and substitute him or her by a temporary or part-time employee.

A permanent employee scheduled to work on a statutory holiday must request in writing to have that day off. When the employee's request is granted, the Employer will offer the shift to permanent employees in that job title or multi tasking in that job title prior to soliciting the services of temporary or part-time employees.

- d. If the holiday falls on a regularly scheduled day off or during his (her) vacation and he (she) is not required to work, the employee shall, at his (her) option, receive either one (1) additional day's pay for that week, or credit his (her) time off in lieu bank with one day.
- e. If the holiday falls on a scheduled day off and the employee is required to work, he (she) shall receive the applicable rate for that day plus one and one-half (1 1/2) times his (her) basic rate for all hours worked, with a minimum credit of his (her) daily work schedule; or he (she) shall at his (her) option, receive the above remuneration reduced by one (1) time his (her) basic rate for all hours worked up to all the scheduled hours of his (her) daily work schedule and his (her) full rate of remuneration thereafter, and credit his (her) time off in lieu bank with one (1) day.
- f. Days off may be separated and scheduled adjacent to holidays, provided the holiday is considered a day off for the purposes of Article 10.2. Compensation shall be according to paragraph e) above.

# g. APPLICABLE TO TALENT, PRODUCTION AND TECHNICAL EMPLOYEES ONLY

Before December 1st of each year, the Employer will ascertain the preferences of the employees and shall take them into account regarding the scheduling of Christmas and New Year's holidays. Preferences shall be taken on the basis of Company seniority within the functional groups. In any case, each employee is entitled to obtain a Christmas or New Year's leave.

#### h. APPLICABLE TO PRODUCTION AND TECHNICAL EMPLOYEES ONLY

If six (6) consecutive days off are scheduled, consisting of two (2) regular scheduled days off plus one (1) day in lieu of Christmas Eve Day, one (1) day in lieu of Christmas Day, one (1) day in lieu of New Year's Eve Day, and one (1) day in lieu of New Year's Day, and these six (6) days include either Christmas Day or New Year's Day, the Christmas Eve Day, Christmas Day, New Year's Eve Day and New Year's Day will be considered as taken, then the provisions of Articles 14.3, 14.4 and 14.5 shall not apply.

### i. APPLICABLE TO TALENT EMPLOYEES ONLY

If six (6) consecutive days off are scheduled, consisting of two (2) regular scheduled days off plus one (1) day in lieu of Christmas Day, one (1) day in lieu of Boxing Day, one (1) day in lieu of New Year's Day, and one (1) day in lieu of the Day after New Year's Day, and these six (6) days include either Christmas Day or New Year's Day, the Christmas Day, Boxing Day, New Year's Day and the Day after the New Year's Day will be considered as taken, then the provisions of Articles 14.3, 14.4 and 14.5 shall not apply.

# **LETTER OF AGREEMENT # 16**

#### **VACATION GRANDFATHER CLAUSE**

# **ANNUAL VACATION**

# (APPLICABLE TO OFFICE, PRODUCTION AND TECHNICAL EMPLOYEES ONLY)

The following letter of agreement applies to employees who were eligible to and where hired before December 12, 2015.

Vacation transition; Vacation must be taken between January 1 of the calendar year in which they are earned and end of April of the following year. Employees who at the signing of this agreement had remaining credits will be allowed to bank these credits and must use these credits prior to December 31, 2017. At the date of transition employees will have their remaining accrued vacation credited and will received their new vacation quantum for the current year.

Except as modified by subsequent clauses of this Article, employees shall be entitled to an annual vacation with pay or separation pay in lieu thereof, in accordance with the following table:

1. Service: seniority as defined in Art 28 at January 1 <sup>th</sup> of each year	2 Duration of vacation in working days	3. Payment: % of gross earnings since January 1st
Less than 12 months	5/6 day per month	4%
12 months to 83 months inclusive	15 days	6%
84 months to 167 months inclusive	20 days	8%
168 months to 239 months inclusive	25 days	10%
240 months and over	25/30 days	12%

After two hundred and forty (240) months of service, employees may elect to take their sixth (6<sup>th</sup>) week of vacation in time. The employee must nonetheless inform the Employer of his (her) decision in writing prior to December 15 of every year otherwise he or she will automatically be granted the sixth (6<sup>th</sup>) week of vacation in time.

- Except in the case of those sick leaves with pay granted by the Employer, an employee's vacation may be reduced because of continuous absence from work if such absence has lasted at least one (1) month. This reduction will be at the rate of five-sixths (5/6), five-fourths (5/4), five-thirds (5/3) or two and one-half (2 1/2) days per month, depending on whether he (she) would otherwise have been entitled to a vacation of ten (10), fifteen (15), twenty (20) or twenty-five (25) days.
- In accordance with the Canada Labour Code, Part III, an employee with six (6) years or less of seniority must take two (2) weeks of annual vacation per vacation year; an employee with more than six (6) years of seniority must take three (3) weeks of annual vacations per vacation year.
- Although employees are not normally requested to work during their vacation, when the Employer does request and the employee accepts to work on any day which falls within the scheduled vacation period, compensation shall be calculated as follows: Two (2) times basic rate with a minimum credit of his (her) daily work schedule and three (3) times basic rate for all hours in excess thereof. Furthermore, the employee shall be allowed reasonable traveling time and expenses. Any payments earned under this Article shall be in addition to vacation pay earned in accordance with paragraph a).
- e) As of January 1, 2017 vacation period shall be from January 1st to end of April of the following year except for the period between December 10th and January 10th. Scheduling of annual leave between December 10th and January 10th will be subject to Articles 14.6, 14.7 and subject to operational requirements.
- Vacation preference shall be given to employees within each functional group on the basis of employee's seniority.
- Employee's application for vacation shall be submitted in writing prior to April 1st. Vacation schedules will be posted by May 1st of each year. Employees who have vacation time not scheduled on May 1st can request vacation at any time provided that it does not interfere with vacation scheduled in the May 1st posting. During the first two weeks of December, the Employer will notify any employees who still have unused vacation of the amount of days still available and advise the employees that any vacation not requested by January 15th can be scheduled by the employer without any request from the employee(s).

- h)

  If an employee makes a request after April 1st for any part of his (her) vacation, he (she) shall be notified within one week if his (her) proposed dates are acceptable.
- Summer vacation reference period is from June first (1st) to September fifteen (15) inclusively. During this period, each permanent employee can request up to three (3) weeks of vacation. Once the employees have submitted their choice of vacation in conformity with paragraph g), an employee can request further vacation time. The Employer will accommodate further summer vacation requests whenever possible.

# **ANNUAL VACATION**

#### APPLICABLE TO TALENT EMPLOYEES ONLY

The following letter of agreement applies to employees hired before December 12, 2015.

Vacation transition; Vacation must be taken between January 1 of the calendar year in which they are earned and end of April of the following year. Employees who at the signing of this agreement had remaining credits will be allowed to bank these credits and must use these credits prior to December 31, 2017. At the date of transition employees will have their remaining accrued vacation credited and will received their new vacation quantum for the current year.

j) In recognition of the special nature of the work in which the employees in this bargaining unit are engaged, the employees shall be entitled to annual vacation or separation pay in lieu thereof, in accordance with the following table:

1. Seniority as defined at January 1 of each year	2. Number of days vacation	3. Payment for vacations (see note 1)	4. Payment for separation (see note 2)
Less than 12 months	5/4 day per month	6% of annual gross earnings	5/4 day per month from May 1
12-59 months	15 days	6% of annual gross earnings	6% of gross from May 1
60 - 119 months	20 days	8% of annual gross earnings	8% of gross from May 1
120 - 239 months	25 days	10% of annual gross earnings	10% of gross from May 1
240 months or more	30 days	12% of annual gross earnings	12% of gross from May 1

- Note 1 At a percent of annual gross earnings, calculated from January 1 to December 31
- Note 2 Balance of credit from columns 2 and 3 plus percent of salary as below.

Note 3 - An employee who, because of illness, does not achieve at least an amount of vacation pay equal to the number of weeks entitlement times his (her) normal weekly salary, shall be guaranteed no less than this amount in any vacation year.

The payment provided shall be at least equivalent to the current salary of the employee at the time of vacation pro-rated to the appropriate number of days. If the above percentage is greater than the regular salary, the percentage rate shall apply.

- k) The term "gross annual earnings" means salary plus guaranteed weekly advance on talent fees plus all other earnings before any deductions are made.
- Whenever possible, extra weeks of vacation will be continuous with the scheduled three (3) week vacation period. In cases where convenience or the exigencies of business do not permit this policy to be followed, the fourth (4<sup>th</sup>) and/or fifth (5<sup>th</sup>) and/or sixth (6<sup>th</sup>) week may be taken at a mutually convenient time.
- An employee's vacation may be reduced because of continuous absence from work if such absence had lasted at least one (1) month, except in the case of sick leave (note 3). This reduction will be at the rate of 5/4, 5/3, 2 1/12 or 2 1/2 days per month, depending on whether he (she) would otherwise have been entitled to a vacation of fifteen (15), twenty (20), twenty-five (25) or thirty (30) days.
- As of January 1, 2017 the vacation year during which an employee will accrue his (her) vacation shall be from January 1 of one year through December 31 of the same year.
- O) As of January 1, 2017 the vacation period during which vacations shall be taken shall be from January 1<sup>st</sup> to end of April of the following year except for the period between December 10<sup>th</sup> and January 10<sup>th</sup>.
- Vacation preference shall be given to employees within each functional group on the basis of Company seniority.

**q**)

Employee's application for vacation shall be submitted in writing prior to April 1<sup>st</sup>. Vacation schedules will be posted by May 1<sup>st</sup> of each year. Employees who have vacation time not scheduled on May 1<sup>st</sup> can request vacation at any time provided that it does not interfere with vacation scheduled in the May 1<sup>st</sup> posting. During the first two weeks of December the Employer will notify any employees who still have unused vacation of the amount of days still available and advise those employees that any vacation not requested by January 15 can be scheduled by the employer without any request from the employee.

# **LETTER OF AGREEMENT # 16**

## IMPLEMENTATION OF NEW SCHEDULE AT TRANSMITTER SITE

#### AGREEMENT

Between

#### CFCF TELEVISION, A PROPERTY OF BELL MEDIA INC.

And

# UNIFOR Local 614M

Designated as "The Union"

Implementation of new schedule without a night shift at the Mont-Royal Transmission Site
October 2016

WHEREAS the parties agreed in September 2015 on a pilot project eliminating the right shift,

WHEREAS the parties have agreed on the following principles:

- The designated technician for the on-call period has to keep his phone on and be ready to return to the transmission site if necessary. In this case, he will get period promium of 40\$ perioday between 9:30pm and 5:30pm AND during which there is no locaholdan present at the transmission site.
- After 8 duration of 15 minutes for a call, the employer will pay 1 hour at 150%.
- Should the technician be called back to work, the terms of the Collective Agreement will apply and then the 4 hours will apply

WHEREAS the employees have agreed with the elimination of the night shift;

#### THE PARTIES, HEREBY, HAVE AGREED TO THE FOLLOWING:

- 7- The employees referred to this letter agreement are: A. Hrano, J-P. Noël, B. Leoufi, R. Oliva, P. Crépoau;
- 2. This Agreement begins October 22, 2016 and no end date is set;
- 3- This Agreement cannot be used as a precedent and is concluded with the solal purpose of this specific case;

4- This Agreement was drafted in English at the express request of the parties / Cette entente a été rédigée en anglais à la demande expresse des parties.

This letter of agreement is valid until the renewal of the next collective agreement.

WHEREFORE, THE PARTIES HAVE SIGNED IN MONTREAL ON THE 24 TH DAY OF TAKECH 2017

CTV TELEVISION INC.

Por

Copy HR

Michel Yedo

Gostionnaire principal

Opérations tôlé, supporting

UNIFOR 614,M

Susan Lea

Presidente - local 614 M

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# **LETTER OF AGREEMENT # 17**

# Bell Media Inc.

and

# Unifor 614M - CTV Montreal

### **REMOVED OUTDATED POSITIONS**

The parties agree to remove from the CBA some currently unused positions that are currently unoccupied. These positions are identified below as bargaining unit work. Should there ever be a need to fill these positions, they will be reinstated in the Collective Agreement

TECHNICIAN (Mechanical)
VIDEOTAPE OPERATOR
INFORMATION AGENT/SWITCHBOARD OPERATOR
INTEGRATED MARKETING AGENT
OFFSET PRESS OPERATOR
PROMOTION SCHEDULER/WRITER
PROMOTIONS WRITER
PROMOTION WRITER/PUBLICIST

# **LETTER OF AGREEMENT # 18**

### **WORKING FROM HOME**

It is understood that circumstances may arise where an employee or a group of employees may be assigned to work from home.

The Company agrees to notify the Union in such circumstances. It is also understood that the conditions of employment for working from home must comply with the Corporate Policy on Teleworking, which may be amended from time to time.

#### **LETTER OF INTENT #1**

Mr. Doug Kelly President CEP, 614 M

Re: Temporary assignments

Further to our discussions during this round of negotiations, this is to confirm our intentions concerning the usage of temporary assignments throughout the life of the collective agreement.

We have indicated in our discussions that CFCF-TV intended to fully use the multiple talents of our employees in order to enable the Company to meet the increasing challenges of the changing environment in which we live. At the same time, we realize that our employees wish to put their talents to the best possible use in order to hold jobs which are more fulfilling, more satisfying and feel they are part of the action.

There are a few problems associated with these bold goals. On the one hand, the costs generated by the upgrades and the downgrades (as they existed in the expired agreement) were such that they inhibited the Company in its usage. On the other hand, the Union does not want the Company to abuse employees by having them perform duties which are completely dissociated with those they normally perform.

Hence, both parties need to find a mutually satisfactory solution. Therefore, it is to our mutual interest to change the upgrading and downgrading clauses in the new collective agreement and alleviate the costs.

In view of putting our employees' minds at ease, this letter is to affirm that it is not the Company's intention to use its management rights in a way such as to move personnel around in positions where they would serve no real useful purpose: e.g. move a reporter/writer to a janitor/handyperson. It is the intent of this Company to promote the usage of our employees' talents, not to demoralize them by temporarily assigning them to positions for which they have absolutely no interest or qualifications.

To this effect, the Company has already put in place a training program to help employees sharpen their skills, acquire new qualifications or hone abilities they already have. We believe that training, in addition to increased possibilities of putting employees in job functions other than their own (by removing the cost barrier) will help our employees to become better accomplished human beings. In so doing, they will contribute to meet the expectations of our clients and to fulfill their needs with expertise, care, efficiency and professionalism. They will become even more valuable and thus contribute to secure each person's employment with the Company as our clients are our real employer to all of us.

Hoping that this letter will help appease the apprehensions you or your members may have, I remain, yours truly.

Susan Rauf Senior Vice-president Human Resources, Bell Media Inc.

# **LETTER OF UNDERSTANDING**

### **Domestic Violence**

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

#### SIDE LETTER

#### Between

#### **CTV Montreal**

#### And

### **Unifor Local 614M**

CTV Montreal agree to donate into a special fund, \$1,500.00 per year starting January 1, 2021 for the purpose of providing paid education leave for Bell Media employees. Unifor will manage this fund and will submit an annual report to the company of the investment made during the year.

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

# Unifor Paid Education Leave Program Unifor Canada 205 Placer Court Toronto, Ontario M2H 3H9

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

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