

# COLLECTIVE AGREEMENT

Between:



**0859291 B.C. Ltd.**  
**CHEK Media Group Ltd.**

(Hereinafter referred to as the Company)

And:



**Unifor Local M-1**

(Hereinafter referred to as the Union)

**September 1, 2025 to September 1, 2026**

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This Agreement is made and entered into this Collective Agreement

Between:

**0859291 B.C. Ltd.**  
**CHEK Media Group Ltd.**  
Hereinafter referred to as "The Company"  
Party of the First Part

And:

**Unifor Local M-1**  
Hereinafter referred to as "The Union"  
Party of the Second Part

## **ARTICLE 1 - PURPOSE**

### **1.1 Purpose of the Agreement**

It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the utmost co-operation and respect between the Company and its employee-owners to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties, and to provide a procedure for prompt and equitable adjustment of grievances. To this end, this Agreement is signed in good faith by the two parties.

### **1.2 Observance of the Collective Agreement**

To this end, the Union agrees that it will cooperate with the Company in the observance of the provisions of this agreement and of the company's regulations pertaining to employee-owners, and to maintain at all times in its negotiations with the company and in its discussions with individual employee-owners the concept that each employee-owner shall give a fair return of service.

## **ARTICLE 2 - DEFINITION OF THE BARGAINING UNIT**

### **2.1 Sole Bargaining Agent**

The Company recognizes the Union as the exclusive bargaining agent for all individuals employed in the Unit defined by the Canada Labour Relations Board in its decision of June 10, 2010 certifying Unifor and any amendments thereto as mutually agreed by the parties, or as ordered by the Canada Industrial Relations Board or in any of the positions listed in the wage schedule in this contract.

### **2.2 Collective Bargaining**

The Company will bargain collectively with the Union, as required by the certification above referred to, in respect to rates of pay, wages, hours and conditions of work for all individuals as set out in 2.1.

## ARTICLE 3 – EMPLOYEE OWNERS

### 3.1 Definition of an Employee-Owner

The term "employee-owner" as used in the agreement shall mean any person employed in a classification included within the bargaining unit referred to in Article 2.1.

It shall include any person employed in any job or classification created in the future which the parties by mutual consent decide to include within the bargaining unit.

Provided that where mutual consent is not reached, such failure shall not become a subject for grievance under this Agreement but may be referred by either party to the Canada Industrial Relations Board.

### 3.2 Core Characteristic of the Company

A core characteristic of the Company is the participation of its employees in Company ownership.

The Company currently remains in business because, when faced with closure, the employees, through their investments made a commitment to the future success of the Company.

All employees covered by this agreement shall participate in Company ownership in the following manner:

- (a) Employees working fewer than thirty-two (32) regularly scheduled hours per week shall participate in the ownership through their collective ownership of the equity units (shares) in the Company held by Unifor Local M-1 Victoria.
- (b) Employees working thirty-two (32) or more regularly scheduled hours per week shall participate in Company ownership through their collective ownership of the equity units (shares) in the Company held by Unifor Local M-1 Victoria and through their individual purchase of equity units (shares) equivalent to seven (7) per cent of their starting yearly salary rounded to the nearest fifty dollars (\$50), to a maximum of \$5000. (salary equals hourly rate multiplied by 2080) & (equity units purchased at one dollar per unit).
- (c) Individual equity unit purchases shall be completed on or before the end of 2600 hours of Company employment.
- (d) Employees who do not complete the requirements of Article 3.2 (b) shall be deemed to have resigned.
- (e) All employee-owners have the right to buy equity units in the Company at a price not exceeding one dollar per unit.
- (f) Unifor Local M-1 Victoria has the right to buy equity units in the Company on the collective behalf of its members at a price not exceeding one dollar per unit.

- (g) The Company shall ensure that all tax and RSP eligibility information relevant to the purchase of equity units is made available to all employee-owners prior to their purchase of equity units.
- (h) Upon request, The Company shall re-purchase the equity units an employee-owner was required to purchase under Article 3.2(b) when the employee-owner ceases employment with The Company. The Company is not required to re-purchase any equity units an employee-owner purchased in excess of those required to be purchased under Article 3.2 (b).

### **3.3 Active Participants in the Company**

As active participants in the ownership of the Company employee-owners have the right to regular, effective and consequential consultation and communication with management on all aspects of the operation of the Company that fall within the jurisdiction of this agreement.

- (a) Consultation and communication shall occur through the Joint Union Management Committee (hereafter referred to as the JUMC).
- (b) The voting members of the JUMC shall consist of the President of the Company, the President of Unifor Local M-1 Victoria and an equal number of employee-owners and management representatives.
- (c) Employee-owner JUMC members shall include the President of Unifor Local M-1 Victoria and other employee-owner members elected by the membership of Unifor Local M-1 Victoria. Management JUMC members shall include the President of the Company and other managers appointed by the President of the Company.
- (d) All decisions of the JUMC will be by majority vote.
- (e) The JUMC shall be empowered to create sub-committees as needed to deal with specific issues.
- (f) The JUMC shall meet as often as needed but not less than monthly except in July and August.
- (g) If necessary, employee-owners shall be given time within their work schedule to attend JUMC meetings.

### **3.4 JUMC Terms of Reference**

The JUMC shall be empowered to examine, discuss and make recommendations with respect to, but not limited to, the following:

- (a) Hiring of employee-owners covered under this agreement.
- (b) Disciplinary Policy for employee-owners covered by this agreement.
- (c) Establishment of professional standards and guidelines for employee-owners covered by this agreement.
- (d) The most efficient and effective staffing levels.

- (e) The most efficient and effective training protocols.
- (f) The acquisition of major equipment operated by employee-owners covered by this agreement.
- (g) The most efficient and effective technology priorities and strategies.
- (h) The priorities for website and internet development.
- (i) The priorities for local programming, production and promotion.
- (j) The job classifications of and job descriptions of employee-owners covered by this agreement.

## **ARTICLE 4 – EMPLOYEE OWNER CATEGORIES**

### **4.1 Probation Period**

All employees shall be probationary employees for a period of five hundred and twenty (520) hours from the date of their start of employment with the Company. The probationary period may be extended to six-hundred and eighty (680) hours upon notification to the Union with the reasoning.

During the probationary period the Company may release the employee at any time. Such release may be subject to the grievance procedure up to, but not including arbitration.

### **4.2 Employee-Owner Categories**

- (a) Full-time - An individual hired to work regularly scheduled shifts of forty (40) or forty (40) hours per week.
- (b) Part-time (Regular) - An individual hired to work regularly scheduled shifts of fewer than forty (40) hours per week.
- (c) Part-time (Irregular) - An individual hired to work irregularly scheduled shifts.

### **4.3 Part-Time Employee-Owners**

Part-time employee-owners shall be paid on the salary scale of the group to which they are assigned and progression shall occur at one thousand and forty (1040) or two thousand and eighty (2080) (whichever is applicable) hours worked for those employee-owners working forty (40) hours per week or nine hundred and seventy-five (975) or one thousand nine hundred and fifty (1950) hours worked for those employee-owners working a thirty-seven and one half (37.5) hour work week.

This calculation shall include all hours worked including paid sick leave.

#### **4.4 Applicability of this Agreement to Part-Time Employee-Owners**

All articles of this agreement shall apply to part-time employee-owners except as hereinafter provided:

- (a) Article 15 - Company Seniority; shall apply, however, seniority shall be calculated and accumulate according to all hours worked, including all hours on paid leave or any other leave as contemplated in this collective agreement including maternity, paternity and parental leaves and any leaves due to medical absences.
- (b) Article 35 - Days Off; part-time employee-owners working twenty four (24) scheduled hours or more per week shall have two (2) consecutive scheduled days off per week, designated by the Company. Days off may be changed without penalty by mutual agreement between the Company, Union and employee-owner.
- (c) Article 46 - Legal Holiday; shall not apply, however, Part-time employee-owners required to work on a statutory holiday shall be paid one and one half (1.5) times their basic rate for all hours worked with a minimum credit of four (4) hours.

In addition, part time employee-owners shall receive five percent (5%) of their regular earnings over the previous two completed pay periods.

- (d) Article 50 - The Company's portion of the employee-owner benefit premiums shall be paid on a pro rata basis. Part-time (Regular) employee owners who work a scheduled shift of fewer than twenty (20) hours per week shall be paid seventy cents (\$.70) per hour in lieu of benefits upon start of employment. Part time (Irregular) employee-owners shall, upon completion of five hundred and twenty (520) hours of employment, be paid seventy cents (\$.70) per hour in lieu of benefits.

##### **4.4.1 Exclusion of 4.4**

The provisions of Article 4.4 above will not be used for the purpose of eliminating or replacing full-time employee-owners or to avoid the re-call from layoff of full-time employee-owners or avoid hiring full-time employee-owners.

##### **4.4.2 Offering Work to Part-Time Employee-Owners**

Part-time employee-owners shall be offered, on a seniority basis, all part-time work for which they are qualified. Where such work would result in overtime and/or any other penalties (excluding night differential) then the Company may offer the work to the next senior qualified part-time employee-owner.

This Article shall exclude hours offered to an employee-owner at the time of layoff and rejected.

#### 4.4.3 Work Refusals

A part-time employee-owner may refuse additional work outside their regularly scheduled work assignment except as contemplated in Article 4.4 (b).

- (a) Part-time employee-owners must submit in writing shifts that they are not available to work and shall update that information when any change occurs.
- (b) Where Part-time employee-owner's declared availability under Article 4.4.3(a) changes, the employee-owner shall be entitled to claim any hours previously assigned to an employee-owner with less seniority on a going forward basis, with two weeks notification to the Company of their intent to do so.
- (c) Article 4.4.3(b) shall exclude any regularly scheduled hours assigned to an employee-owner with less seniority through a job posting and hiring process.

#### 4.5 Part-Time Regular Employee-Owners

Part-time (regular) employee-owners may access the provisions of Article 20, which shall include the right to severance where:

- (a) Their regular hours of work are reduced; or
- (b) Where a part-time (regular) employee-owner has been temporarily shifted additional hours, the reduction of those additional hours do not trigger the layoff provisions of Article 20.
- (c) Where the hours of work for a part-time (regular) employee-owner fall below their regular shift, the individual affected shall have the right to accept the reduction of hours or apply the provisions of Article 20 which shall include the right to severance.
- (d)
  - (i) Should an employee-owner choose not to accept severance, that employee-owner shall retain the right to claim severance if their hours of work are further reduced.
  - (ii) In the event their hours are further reduced, the employee-owner shall have the right to accept the further reduction in hours or apply the provisions of Article 20 which shall include the right to severance.
  - (iii) Should an employee-owner choose to accept severance, the employee-owner permanently forfeits any right to the hours that remained at the time their shift was further reduced.
- (e) Should an employee-owner have their regular shift expanded, after twelve (12) consecutive weeks, after training and excluding back fill for vacation or sick leave, those additional hours shall be considered part of the employee-owner's regular shift, regardless of the department in which those hours have been accumulated.

#### **4.6 Conversion to Part-Time**

- (a) Full time employee-owners may request to reduce their hours of work and convert to regular part time. All requests shall be assessed in good faith on a case by case basis by departmental managers. Requests shall be responded to in writing within one (1) month. Days off and scheduling shall be determined by management on going.
- (b) If an employee-owner is approved to convert to part-time, and the Company intends to fill the vacancy, their vacated hours will be posted as a temporary unionized position. Once the employee vacates all of their hours the Company will make best efforts to return the position to a full-time schedule.

### **ARTICLE 5 – MANAGEMENT RIGHTS**

#### **5.1 Management Rights**

- (a) It is recognized that the Management of the Company, the control of its properties, equipment, technology, machinery, personnel, and the maintenance of order on its premises is solely the responsibility of Management.
- (b) Before implementing new rules and regulations directly affecting the general working conditions, the Company will advise and explain such proposed rules and regulations to the Union and JUMC.

#### **5.2 No Conflict with this Agreement**

The management rights of the Company as above set forth, excepting only as they relate to control of the Company's properties and the maintenance of order on its premises, shall be exercised in all respects in accordance with the terms of this Agreement.

### **ARTICLE 6 – NO STRIKE BREAKING**

#### **6.1 No Strike Breaking**

The Company will not assign, transfer, or require employee-owners to go to any radio station, television station, transmitter (excluding rebroadcasting transmitter only), studio or property where a lawful strike of persons whose functions are similar to those covered by this Agreement is in progress.

Nor will it originate a program or programs not normally fed to such facility, nor will the Company require any employee-owner to perform the duty of other staff members engaged in a lawful strike.

## ARTICLE 7 – UNION DUES

### 7.1 Membership in Good Standing

All employee-owners who join the Union shall remain members of the Union, in good standing, as a condition of employment.

### 7.2 Requirement to Pay Dues

The Canada Labour Code, Part I, Section 95 (e) provides that: "No trade union or person acting on behalf of a trade union shall require an employer to terminate the employment of an employee-owner because they have been expelled or suspended from membership in the trade union for a reason other than failure to pay the periodic dues, assessments and initiation fees uniformly required to be paid by all members of the trade union as a condition of acquiring or retaining membership in the trade union".

### 7.3 Discharge for Failure to Pay Dues

The Company will discharge any employee-owner covered by the provisions of Article 7.1 within two (2) weeks after receiving written notice from the Union that the membership of such employee-owner has been revoked or cancelled in accordance with the Union's Constitution and By Laws and provided further that there is compliance with Article 7.2.

### 7.4 Deduction Schedule

During the term of this Agreement, the Company agrees to deduct bi-weekly an amount equal to the uniform dues and/or assessments as levied by the Union.

The deductions are to be based on the gross monthly earnings of every employee-owner who is presently paying dues, and all new employee-owners in the bargaining unit, beginning with the date of hiring in the bargaining unit.

The present rate of deductions is equal to two percent (2%) of gross monthly earnings. The Company will be notified by registered mail of any changes in the present rate of deductions.

### 7.5 Employer to Remit

The Company agrees to remit the monies so deducted to the Union as instructed by the Union. The Company also agrees to follow past practice in providing the Union with information on bargaining unit employee-owners.

## ARTICLE 8 – NO DISCRIMINATION

### 8.1 No Harassment and Discrimination

The Company and the Union are committed to uphold the principles enshrined in the Canadian Human Rights Code, and to promote a workplace environment based on respect and cooperation. The Company will not tolerate any harassment, bullying, or violence in the workplace. Employee-owners will not be discriminated

against by the Company and/or the Union, or any of the officers or agents acting on their behalf, with respect to terms or conditions of employment on the basis of the grounds including but not limited to: race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability or conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered, or failure to act on a directive which is illegal or contrary to any provision of this Agreement. The Company will also comply with its responsibilities under the Canadian Human Rights Act (CHRA), Canada Labour Code (CLC), Canada Occupational Health and Safety Regulations (COHSR) and the Employment Equity Act (EEA).

The Employer and the Union recognize the right of all employee-owners to work in an environment that is free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual harassment which may arise in the workplace.

It is agreed that the Company shall post a copy of the Company Harassment and Discrimination Policy; each employee-owner shall be provided with a copy of the Policy and shall be required to sign a form confirming their understanding of the Policy.

Workplace harassment can be defined as any form of offensive/abusive treatment or behaviour that creates an intimidating, hostile, or abusive work environment. It also includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated.

Bullying and harassment excludes any normal exercise of supervisory responsibilities taken by an employer or supervisor relating to the management and direction of workers or the place of employment.

**Harassment, violence, bullying, and discrimination:**

Harassment, violence, bullying, and discrimination in the Workplace may take many forms, including: verbal, physical, or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures or taunting about person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry
- Practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment
- Posting or circulation of offensive photos, visual materials

- Refusal to work or converse with an employee because of their racial background, gender, etc.
- Unwanted physical conduct such as touching, patting, pinching, etc.
- Backlash or retaliation for the lodging of a complaint or participation in an investigation

**Sexual harassment:**

Sexual Harassment Is a form of discrimination and includes any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or the victim.

Examples of sexual harassment include, but are not limited to:

- A person in authority asking an employee for sexual favours in return for job opportunities
- Sexual advances with actual or implied work-related consequences
- Unwelcome remarks, questions, jokes, or innuendo of a sexual nature including sexist comments or sexual invitations
- Verbal abuse, intimidation, or threats of a sexual nature
- Leering, staring, or making sexual gestures
- Display of pornographic or other sexual materials, offensive pictures, etc.
- Unwanted physical contact such as touching, patting, pinching or hugging
- Physical assault of a sexual nature

Any employee-owner that experiences harassment or bullying must report the activity to Human Resources. Any employee-owner may request a Union Representative to be present during the initial reporting and investigation process. All complaints shall be taken seriously and investigated appropriately. Any employee-owner that submits a report or complaint of harassment or bullying shall not be subject to any form of retaliation because of the complaint. Complaints made with malicious intent are subject to the same disciplinary action.

Any grievance or complaint made by an employee-owner with respect to this Clause will be investigated jointly by the Company and the Union and will be handled with all possible confidentiality and reasonable dispatch by the Company and the Union.

Notwithstanding this joint process, the Company reserves the right to make its own report on the results of the investigation, including its own conclusions, and reserves the right to take appropriate action based on the results of the investigation.

It is understood that the Company Representative will be the Manager or their Designate and the Union Representative will be a National or Local Representative or their Alternate.

Where an investigation ultimately results in disciplinary action against an employee-owner, any such disciplinary action may be grieved in accordance with Article 26.

## **8.2 No Discrimination for Union Activity**

The Company will not interfere with, restrain, or coerce the employee-owners covered by this Agreement because of membership in or lawful activity on behalf of the Union.

The Company will not discriminate in respect to hiring, tenure of employment or any term of employment against any employee-owner covered by this Agreement because of membership in or lawful activity on behalf of the Union, nor will it discourage membership in the Union, or attempt to encourage membership in another union.

## **8.3 No Discrimination for Inaction**

The Union agrees that it will not discriminate against, coerce or restrain any employee-owner covered by this Agreement or attempt to do any of the foregoing because of their membership or non-membership, their activity or lack of activity in any labour organization.

## **8.4 Employment Condition**

No employee-owner covered by this Agreement shall be required as a condition of employment to become a member of the Union.

# **ARTICLE 9 - NOTIFICATION**

## **9.1 Notifications**

The Company shall e-mail to the Unifor National staff rep assigned to the Company and to the Unifor Local M-1 Victoria President, one copy of each of the following:

## **9.2 Information to Be Forwarded**

- (a) Notice of hiring, promotion, transfer, resignation, dismissal, suspension or any written disciplinary action affecting any employee-owner within the bargaining unit.
- (b) The company will provide the union with all available job descriptions and a list of all new positions and their classifications, by September 1, 2022.
- (c) The company will provide to the union monthly reporting of names, classification, and hours of work for regular and irregular part time employees starting September 1, 2022.

### **9.3 Written Notice**

Any written notice pertaining to the application or agreed interpretation of this Agreement.

### **9.4 Provisions of the Agreement in Writing**

Any notification to an employee-owner required under the provisions of the Collective Agreement is understood to mean that the Company will notify the employee-owner directly.

### **9.5 Pay Rate Notification**

The Company shall, when notifying a person of their acceptance as an employee-owner, provide in writing, the starting rate of pay and the classification to which they are assigned. A copy of this notice shall be sent to the Union in accordance with Article 9.1 of this Agreement.

## **ARTICLE 10 – UNION LEAVE**

### **10.1 Leave for Union Activities**

The Company shall grant requests by the Union for unpaid leave for up to two (2) employees at one time to allow employee-owners to participate in official Union activities. Requests may be denied if no coverage is available and all reasonable efforts have been made to secure alternate coverage.

### **10.2 Notice**

The Union shall provide as much notice as possible, but not less than thirty (30) days, notice for such requests.

## **ARTICLE 11 – UNION MEETINGS AND ACCESS TO PREMISES**

### **11.1 Access to Employer Premises**

Representatives of the Union shall have access to the Company's premises to carry on inspection or investigations pertaining to the terms and conditions of this Agreement at any operating unit of the Company, at reasonable notice to the Company, and free from unreasonable interference from the Company.

Such investigation or inspection shall be carried on at reasonable hours and in such manner as not to interfere unduly with the normal operations of the Company.

## **ARTICLE 12 – OUTSIDE EMPLOYMENT**

### **12.1 Outside Employment**

No employee-owner shall accept outside employment where such employment is in direct competition with the Company or adversely affects the employee-owner's work with the Company without prior Company approval.

## **ARTICLE 13 – NO STRIKE OR LOCKOUT**

### **13.1 No Strike or Lockout**

The Union will not cause, nor permit its members to cause, nor will any member of the Union take part in a slow down or a strike, either sit down or stay in or any other kind of strike or any other kind of interference or any stoppage, total or partial of any of the Company's operations during the term of this Agreement.

The Company will not cause, or permit its employee-owners to cause, engage in or permit a lockout of any of its operational locations during the term of this Agreement.

## **ARTICLE 14 – UNION ACTIVITIES IN THE WORKPLACE**

### **14.1 Available Infrastructure**

The Union shall have access to Company e-mail, telephones and bulletin boards to conduct official Union business.

### **14.2 Storage**

The Union shall have access to storage space at the workplace.

### **14.3 Meeting Space**

The Union shall have access to the workplace to hold official Union meetings.

## **ARTICLE 15 – SENIORITY**

### **15.1 Seniority Defined**

Unless otherwise provided, all seniority shall be based on Company seniority, which shall be deemed to have commenced on the date of hiring by the Company into the bargaining unit. Continuous service within the bargaining unit shall be necessary in all cases to which seniority applies, except where the Collective Agreement provides otherwise.

### **15.2 Seniority Applied**

Company seniority shall relate only to the order of layoffs, promotions, severance pay and the choice of vacation periods, as provided for in the applicable article.

## **ARTICLE 16 – INTERRUPTION OF SERVICE**

### **16.1 Term of Leave and Seniority Retention**

In the event an employee-owner with one (1) year (2080 hours) or more of Company seniority is granted leave of absence or is temporarily transferred to a position within the Company (not to exceed one (1) year) not covered by this Agreement the following shall apply:

## **16.2 Unbroken Service**

Continuity of service for the purpose of Company seniority shall be considered unbroken if the employee-owner returns to the status of an employee-owner within one (1) year, or

## **16.3 Return After 1 Year**

If they return to the status of an employee-owner after one (1) year has elapsed, the employee-owner's Company seniority upon returning shall be that which the employee-owner had on the effective date of such layoff, transfer or leave of absence. Should an employee-owner accept severance pursuant to Article 20.10 (a), this Article shall not apply.

## **16.4 Seniority Lost**

Seniority shall cease to exist if the employee-owner resigns or is discharged.

## **16.5 No Conversion to Irregular Part-Time**

No full-time or regular part-time employee-owners shall be reclassified to irregular part-time without being the successful applicant to an irregular part-time job posting.

## **16.6 Releasing Inactive Irregular Part-Time Employees**

An irregular part-time employee may be deemed inactive and released under one or more of the following conditions:

- (a) has not worked more than one hundred (100) hours in the most recent six (6) month period, or
- (b) three hundred (300) hours per year.

At management discretion the irregular part-time employee may be notified that they will be considered released from the irregular part-time position due to being inactive. Bumping rights will not apply. Working notice, or severance will apply.

# **ARTICLE 17 – PROMOTIONS, HIRING, AND TRANSFERS**

## **17.1 Promotions**

The employee-owner with the most Company seniority shall, if the employee-owner meets the qualifications for the position as set by the Company, be transferred to fill a vacancy or be promoted to fill a vacancy in a higher rated job function. The employee-owner will be given reasonable assistance and time to train for the higher rated job function.

Nothing in this Article precludes the Company from hiring applicants from outside sources where no qualified employee-owners apply and are accepted.

Upon request, employee-owners not promoted or transferred will be informed of the reasons for not being promoted or transferred.

## **17.2 Rules Around Promotions**

- (a) A full-time employee-owner promoted to fill a vacancy in a higher rated job or laterally transferred to another job function shall be on a trial period in such job function for a period of up to sixty (60) days.
- (b) A part-time employee-owner promoted to fill a vacancy in a higher rated job or laterally transferred to another job function shall be on a trial period in such job function for a period of up to two hundred (200) hours.
- (c) The Company may, at any time during a trial period, return the employee-owner to their former job function with no loss of seniority. At the conclusion of a successful trial period, the employee-owner will be advised in writing that their new position has been made permanent.

## **17.3 Move Outside the Bargaining Unit**

- (a) No employee-owner, except by mutual consent, shall be transferred or assigned to a position outside the bargaining unit and the employee-owner will not be penalized for such refusal.
- (b) No employee-owner shall be transferred or assigned, except on a temporary, per occasion basis, to another classification within the bargaining unit, except by mutual consent.
- (c) No employee-owner shall be transferred to a location outside the location where he/she was permanently hired to work (i.e. Victoria, Nanaimo, Courtenay...etc.) except by mutual agreement in writing.
- (d) The Company shall cover all travel related costs for any Full-Time or Part-Time (Regular) employee-owner who is required to work temporarily in a location outside of the location where he/she was permanently hired to work.
- (e) Article 17.3 (d) above shall not apply to the time periods where an employee-owner was specifically hired to work, that is at a location outside his/her location where he/she was permanently hired to work.

## **17.4 Duties Outside Regular Duties**

Employee-owners required to perform in a job function different from their regular function will not be penalized for errors committed during such performances, without considering the adequacy of training.

## **17.5 Salary on Promotion**

When an employee-owner is promoted or transferred into a higher rated job function they shall immediately move into the higher salary group and receive a salary increase which is at least the equivalent of one (1) full increment in their former group plus the amount necessary to place him/her on step in the new group, and the employee-owner shall automatically progress upward on the employee-

owner's new annual or semi-annual anniversary date. This shall not change the employee-owners company seniority.

#### **17.6 Over Scale and Promotion**

An employee-owner who is "over scale" or at the top of scale with regard to wages, and who is subsequently promoted shall in lieu of the increment outlined in Article 17.5, receive an amount equal to the average increase in their former group (i.e. the total difference between the start and top rates divided by the number of steps = average), plus any amount necessary to place the employee-owner on a step in the new scale.

#### **17.7 Posting of Positions**

Any full-time and part-time positions within the bargaining unit shall be posted for a minimum of five (5) days prior to hiring outside of non-bargaining unit personnel to fill such vacancies.

If ensuing vacancies are caused by such promotions or transfers within the bargaining unit, they need not be posted for this five (5) day period if mutual agreement is reached between the Company and the Union. Such agreement will not be unreasonably withheld.

#### **17.8 Annual Workplace Assessments**

Management will conduct annual workplace assessments with employee owners in one-on-one meetings.

#### **17.9 Requests for Promotion**

- (a) Once per year an employee-owner can request a review by their manager for their eligibility to be promoted to a higher group based on the Senior Factor Criteria agreed upon by the JUMC. The results of the review will be provided in writing to the employee-owner.
- (b) In the event of a disagreement in the employee-owner's assessment against the criteria, the employee-owner may request a review from Human Resources.

#### **17.10 Incentives for Long-Term Employees**

The company will create incentives to reward employee owners for long-term service with the company, to be presented and agreed upon in JUMC no later than 6 months from Ratification of this agreement.

### **ARTICLE 18 - UPGRADING**

#### **18.1 Temporary Assignment**

- (a) In the event that an employee-owner is temporarily assigned to perform work which involves a meaningful function of a higher classification than

they are permanently assigned, the employee-owner shall be paid two dollars (\$2.00) per hour with a minimum credit of four (4) hours.

- (b) Employee-owners will be eligible to claim the above upgrade pay when filling in for any of the classifications listed below:
  - (i) Assignment Editor
  - (ii) Assistant News Director
  - (iii) Digital News Supervisor
  - (iv) Videographer Supervisor
  - (v) News Editor Supervisor
  - (vi) Executive Producer
  - (vii) Operations Supervisor
  - (viii) Director, 5 & 6 pm Weekday Newscast

Other roles may be added to this list if approved in JUMC.

- (c) Any Group 2 anchor or weather anchor filling in on the 5 or 6 pm weekday newscast will be eligible to claim the above upgrade pay.
- (d) Any other employee-owner whose job description does not include relief anchoring or relief weather anchoring and is filling in as an anchor or weather anchor will be eligible to claim the above upgrade pay.

## **18.2 Exclusions**

The provisions of Article 18.1 shall not apply when an employee-owner is assigned to work of a higher classification for training or trial, for a maximum of fifteen (15) days (120 hours) and where a qualified staff member is assigned to assist in such training.

Further, 18.1 shall not apply when an employee-owner temporarily relieves another employee-owner in a higher classification for break periods or when a reporter or anchor performs news assignment editor duties on weekends, statutory holidays or evenings.

## **18.3 Duration**

In the event of a temporary upgrading of an employee-owner for a period of more than one (1) day [but in no event may a temporary upgrading be of greater duration than three (3) calendar months with the exception of parental leave] the employee-owner so temporarily upgraded shall be verbally advised at the time of their assignment to a higher classification.

Such advice shall also stipulate the probable duration of such temporary upgrading.

## **18.4 Combinations of Duties**

Where upgrading involves a job combination(s) the duration of upgrading may be extended to a period of six (6) months. If the combination job function averages twenty (20) or more hours per week and continues beyond six (6) months the

employee-owner shall be re-classified to the higher-rated job function and shall be placed on the new scale in accordance with the provisions of Article 17.5.

### **18.5 Training**

Bargaining unit employee-owners who are not classified as supervisory, senior or other comparable classifications shall be entitled to claim upgrading as per Article 18 when assigned to train other employee-owners.

The parties recognize that there is a difference between training and familiarization and there will be no requirement to pay upgrading for familiarization. Familiarization only applies if a current employee-owner is being re-trained on a job function or similar job function they have previously performed at the company within the past two years.

When training a co-op student, employee-owners may only claim the training upgrade for the first eighty (80) hours of the student's term at the company. When training a practicum student, employee-owners may claim the training upgrade if they are assigned to train the student for a consecutive period exceeding two (2) hours. Training pay will not be eligible if the student is shadowing or asking occasional questions.

### **18.6 New Hire Training**

Upon hire to a new position, an employee-owner will have an onboarding day, followed by no less than two (2) days of training, wherein an employee-owner(s) that regularly performs the same job or nearest possible job will be assigned to train and oversee their work. This can be extended if the employee-owner's trainer(s) and manager feel it is necessary.

This period will then be followed by the remainder of the two (2) week onboarding process, of being assigned an employee-owner(s) to supervise their work.

## **ARTICLE 19 – DISCIPLINE AND DISMISSAL**

### **19.1 Discipline in Writing**

An employee-owner shall be notified in writing of any expression of dissatisfaction concerning their employment within fifteen (15) days of any specific incident becoming known to management.

The employee-owner shall be provided with all information relevant to the complaint. If this procedure is not followed, such expressions of dissatisfaction shall not become part of the employee-owner's personnel file.

An employee-owner receiving any type of expression of dissatisfaction has the right to have a Union representative present throughout the process.

## **19.2 Written Reply to Discipline**

An employee-owner may submit a written reply to any action taken under Article 19.1. Any written submission received by the Company within fifteen days shall become part of the employee-owner's personnel file.

## **19.3 Access to Personnel File**

Upon request, (with a minimum of twenty-four (24) hours' notice) an employee-owner shall have access to their personnel file. All access shall be in the presence of the Company Human Resources Manager and a Union Representative.

## **19.4 Personnel File Review**

An employee-owner may request a personal file review by the Company Human Resources Manager; where that personnel file contains any written expression of dissatisfaction, and if the employee-owner's record shows no related occurrences within the previous twenty-four (24) month period, the Company may not refer to any such prior discipline [the preceding twenty four (24) months] in future considerations including but not limited to discipline, promotions etc.

## **19.5 Just and Reasonable Cause**

Dismissal of an employee-owner shall be for just and sufficient cause.

Any dismissal may be subject to the grievance procedure. An employee-owner dismissed for just and sufficient cause (except for gross misconduct) shall be entitled to two (2) weeks' (80 hours) notice or in lieu of such notice, shall be given two (2) weeks' (80 hours) pay, accrued vacation pay and any severance pay required under the Canada Labour Code. Severance pay will be paid in accordance with the Canada Labour Code, except that "dismissal for gross misconduct" will be substituted for "dismissal for just cause".

## **19.6 Gross Misconduct**

Gross misconduct shall be defined as any stand-alone incident that would lead to immediate dismissal, which is not overturned by the grievance procedure or by an arbitrator.

## **19.7 Resignation**

An employee-owner should give the Company at least two (2) weeks written resignation notice.

# **ARTICLE 20 - LAYOFF**

## **20.1 Layoff**

The Company shall consult with the executive of Unifor Local M-1 Victoria with respect to any planned lay off prior to any discussions with those employee-owners that may be affected. At this meeting the Company shall supply in writing a

complete seniority list, names and classifications, of those affected and the reason for layoff.

It is understood that this consultation will be deemed strictly confidential and as such, the proceedings will not be disclosed to any other individual, prior to the Company notifying the individual employee-owner(s).

Notice of such meeting shall be a minimum of forty eight (48) hours. When layoffs are to be made, such layoffs shall proceed in inverse order of Company seniority within those job functions and/or categories affected where the work has been reduced or eliminated; said job functions are listed in Article 28.

## **20.2 Voluntary Layoff**

Notwithstanding the foregoing, a more senior employee-owner in a job classification may offer to be laid off in the place of a more junior employee-owner.

If the offer is accepted by the company the more senior employee-owner will waive their bumping rights and will receive the severance provided for in Article 20.9.

## **20.3 Bumping**

Any employee-owner about to be laid off from one job function who has the necessary qualifications set by the Company for another job function may apply their Company seniority and revert to such other function. Such qualifications shall be set in a bona fide manner.

No employee-owner is to be displaced by a more senior employee-owner unless the latter possesses the occupational qualifications of the job filled by the employee-owner with less seniority.

Employee-owners must declare their intent to bump within two weeks of receiving layoff notice.

An employee-owner bumped under either Article 20 or 25 shall receive the notice appropriate to the applicable Article, plus the remainder of the notice period of the employee-owner that bumped. Notwithstanding the forgoing, employee-owners may not exercise bumping rights to anchor classifications.

## **20.4 Rate Upon Bumping Down**

Employee-owners who bump into a lower job group shall be paid at a rate within the new group closest to their rate of pay prior to the bump.

## **20.5 Rate Upon Bumping Up**

Employee-owners who bump into a higher job group shall be paid at a rate within the new group closest to, but not less than, their rate of pay prior to the bump.

## **20.6 Recall to Former Classification**

Employee-owners who bump into a different classification shall retain recall rights, for up to one (1) year, as per Article 21, to their former classification.

## **20.7 Time Frame on Notice to Bump**

Employee-owners laid off under Article 25 must declare their intent to bump within two (2) weeks. However, should a bumping opportunity, or job posting arise during the notice period that was not available at the time of declaration, the employee-owner shall retain their right to bump or apply.

## **20.8 Severance and Vacation Pay In Lieu Of Notice**

In the event of layoffs, employee-owners affected will receive six (6) weeks' written notice or six (6) weeks' salary in lieu of notice, plus severance pay, and accrued vacation pay.

## **20.9 Amounts of Severance Pay**

In the event of layoffs, under either Articles 20 or 25, employee-owners affected will receive:

- two (2) weeks (80 hours) severance for each completed year (2080 hours) of service up to two (2) years;
- and three (3) weeks' one hundred and twenty hours (120) severance pay for each completed year of service, beyond two (2) years to a maximum of fifty-two (52) weeks;

## **20.10 Severance Pay Applied**

- (a) Employee-owners who are laid off shall operate his/her recall and severance rights pursuant to this Clause as follows:

A laid off employee-owner shall have the option of taking his/her severance pay at the time of layoff. Where the employee-owner opts for immediate severance pay, the employee-owner does so knowing he/she forfeits all of his/her recall rights and is deemed to have been severed from service.

- (i) If the amount of severance is eight (8) weeks or fewer, the employee-owner shall have the option of taking the severance as a lump sum or paid out as salary continuance.
- (ii) If the amount of severance is greater than eight (8) weeks, the Company shall have the option of paying out the severance in either salary continuance or as a lump sum.
- (b) A laid off employee-owner shall have the option of taking his/her severance pay at the end of the twelve (12) month recall period. Where a laid off employee-owner opts to receive his/her severance at the end of the twelve (12) month recall period, he/she shall have the right to accept recall for any work during the recall period. The severance paid to the employee-owner at the end of the recall period shall be paid as a lump sum.
- (c) Where a laid off employee-owner maintains his/her recall rights pursuant to (b) above, and where he/she works one thousand and forty (1040) or more hours during the recall period, the employee-owner has the option of

extending his/her recall period by an additional twelve (12) months and shall then extend the payment of severance by that same additional twelve (12) month period.

Any hours worked during the recall period shall be deemed to be severable hours for the purposes of calculating the final severance payout.

#### **20.11 Benefits on Layoff**

While an employee-owner is laid off, the Company will continue the total group health and welfare payments, (excluding LTD) for the period of lay off up to a maximum of six (6) months or until the employee-owner is eligible for benefits at the new place of employment.

#### **20.12 Overtime Versus Layoff**

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

#### **20.13 Vacancies and Laid Off Employees**

It shall be the intention of the Company to give consideration for job vacancies within the bargaining unit to those employee-owners who are to be laid-off.

#### **20.14 Red-Circling**

Employee-owners who revert to a lower salary group at their own request shall be placed in the lower group at the closest equivalent salary to their previous higher group. It is agreed that employee-owners who are currently "red-circled" shall be grandfathered with respect to the above.

#### **20.15 Retention of Status**

An employee-owner on layoff who has worked on a part-time basis shall retain part-time status upon the expiration of recall rights. Seniority shall be calculated from the date of employment by the company. The operation of this Article is subject to the provisions of Article 20.10.

### **ARTICLE 21 - RE-ENGAGEMENT AND RECALL**

#### **21.1 Re-Engagement**

Where any full-time or regular part-time work becomes available for which a laid-off employee-owner is qualified, the Company agrees to re-engage, in order of company seniority. The qualifications will be set in a reasonable manner. For the purpose of this Article "re-engage" means to return to work in a full-time or regular part-time position.

Employee-owners who are recalled or re-engaged under this provision to a job function other than their previous job function shall be paid at a level within the new group that is closest to their previous rate of pay.

## **21.2 Failure to Report**

Employee-owners who fail to return to work on a full-time basis, to their previous position, when notified by the Company, will lose their re-engagement rights.

## **21.3 Recall and Seniority**

Where any other Part-time or irregular bargaining unit work becomes available for which a laid-off employee-owner is qualified, the Company agrees to re-call, in order of company seniority.

However re-call shall exclude all hours offered to the employee-owner at the time of layoff and rejected. The qualifications shall be set in a reasonable manner.

For the purpose of this Article "re-call" means to be called to work for any Part-time or irregular work available.

Employee-owners laid off under Articles 20 or 25 shall be entitled to re-engagement or recall rights for one (1) year from the date of layoff.

## **21.4 Conversion Formula**

When an employee-owner on layoff has worked more than nine hundred and ten (910) regular (non-overtime) hours over any one hundred and eighty (180) consecutive day window, the employee-owner shall be considered to have reverted to full-time status.

The Company will not manipulate or re-schedule productions, projects and shifts in order to avoid the re-establishment of recall rights as described above.

In the event an employee-owner on layoff works two hundred and forty (240) or more regular hours within a ten (10) consecutive week window, their recall rights shall be re-established for another twelve (12) months.

For the purposes of this Article "regular hours" shall exclude overtime. However, hours worked on a day-off to a maximum of eight (8) shall be included.

## **21.5 Re-Calculation of Seniority**

Where an employee-owner has been re-engaged pursuant to this Article and has been paid severance in accordance with Article 20, the employee-owner's seniority for the purposes of severance shall be considered that of a new employee-owner.

## **21.6 Company Responsibility Fulfilled**

The Company's responsibility will be considered to be fulfilled if the Company gives notice in writing, by registered mail to the former employee-owner's last known address. The employee-owner must notify the Company of their intention within seven (7) days of receipt of said letter.

## ARTICLE 22 – DUTIES AND RESPONSIBILITIES

### 22.1 Assignment of Work

The Company agrees to maintain past practices and shall exclusively assign to employee-owners, as defined under Article 3.1 of the agreement, the following:

- (a) Duties related to any aspect of the production of content for broadcast via television or the internet.
- (b) Duties related to the operation and repair of all equipment owned or leased by the Company.
- (c) Duties related to the administration of the Company.

### 22.2 No Transfer of Duties

The Company agrees that it will not transfer, assign or subcontract any work or functions to which bargaining unit employee-owners are entitled to under the terms of this agreement to any non-bargaining unit employee-owners of the Company, or to any other company or its employees.

### 22.3 News Services and Experts

It is understood that the Company will be permitted to use "news" originating from news services, and to use outside experts or specialists for commentary on news programs.

### 22.4 Occasional Use of Specialists

The Company may, on an occasional and temporary basis, use a specialist to repair any equipment normally operated or maintained by an employee-owner, as defined under Article 3.1 of the agreement.

### 22.5 Occasional Use of Non-Bargaining Unit Personnel

Non bargaining unit employees of the company may, on an occasional and temporary basis, perform duties normally assigned to employee-owners, as defined under Article 3.1 of the agreement.

### 22.6 No Displacement of Bargaining Unit Members

The company agrees any work performed under Article 22.5 will not displace employee-owners, as defined under Article 3.1 of the agreement on a permanent basis.

### 22.7 Not Used to Shrink Bargaining Unit

It is agreed that the provisions of Article 22.3 shall not be used to reduce the employment of bargaining unit employee-owners or to avoid hiring new bargaining unit employee-owners.

### 22.8 Skills Development

The Union and the Company recognize the need to develop skilled employees for the future.

Therefore, both practicum and co-op students are encouraged to seek training opportunities at CHEK. Students are classified as:

(a) Practicum Student:

An individual enrolled in, or about to enroll in, a post-secondary institution. A practicum may be up to three (3) months in duration. Practicum students shall be unpaid.

They may perform bargaining unit functions, but only under the direct supervision of a bargaining unit employee-owner.

(b) Co-op Student:

An individual enrolled in a post-secondary institution where the participation in an industry co-op is a requirement for a degree or diploma.

Co-op students shall be hired as Group 1 Start employees for a period of no longer than five hundred and twenty (520) hours.

All provisions of the collective agreement applicable to a probationary employee shall apply to them, except severance.

## **22.9 Article 22 Exception**

The parties recognize that the intent of Article 22 is to have bargaining unit employee-owners perform their duties as defined in Article 22.

The parties also recognize that from time to time the company may have business opportunities that may require a waiver of Article 22.

Therefore when a waiver of the foregoing Article 22 is deemed necessary the procedure shall be as follows:

- (a) The Company shall present any waiver requests to the JUMC for review.
- (b) If the JUMC concurs with the waiver request the company shall inform, in writing, the President of Unifor Local M-1 Victoria.
- (c) The President of Unifor Local M-1 Victoria shall then, within twenty four (24) hours, request a waiver from the National Union under Article 24.

## **22.10 Managers Performing Bargaining Unit Duties**

Managers will not regularly perform duties normally assigned to bargaining unit members, with the exception of:

- (a) Vetting scripts for reporter, VJ or MMJ packs in collaboration with a producer,
- (b) Filling in as assignment editor if no bargaining unit members are available,
- (c) Responding to a building issue if the Building Operator is not available,

- (d) If any Anchor or the Executive Producer is absent, and if fewer than four MMJ's/ Reporters / VJ's are scheduled, the News Director may, at their discretion, support the newsroom by writing content for the newscasts,
- (e) Writing occasional opinion pieces for the CHEK website,
- (f) When specifically requested by a bargaining unit employee-owner, a manager may assist in bargaining unit work. These requests will not be eligible to create a precedent and will be made on a without prejudice basis. In the event a pattern develops the union and the company will work to resolve the concern,
- (g) If there is an urgent situation that would harm the reputation of the company, is time sensitive or compromises CHEK's competitiveness, which may include breaking news, and no bargaining unit members are available,
- (h) If there is an emergency that would result in damage to the CHEK building, result in a disruption of the TV programming, or affect the safety of the public or employee-owners.

## **ARTICLE 23 – AIR CREDITS AND UNION SEAL**

### **23.1 Union Logo**

Every audio/video tape recording and all programming produced by the Company for air shall have the Unifor logo exhibited on the following:

- (a) Tape Billboard
- (b) End Credits
- (c) Website

### **23.2 Other Credits**

The Company shall give air credits to employee-owners where, in its opinion such credits are merited by their contribution to the performance in accordance with its current policy.

## **ARTICLE 24 – WAIVERS**

### **24.1 No Waiver of Agreement**

The Company recognizes that no provisions of this Collective Agreement may be waived by the Local Union Officers or by individual members, the responsibility for the granting or the refusal to grant waivers lies exclusively with the National Union through its Regional office at 326 12th Street, New Westminster, B.C.

### **24.2 Request for Waiver to Be in Writing**

Where the Company, for valid reasons wishes to temporarily suspend any of the provisions of the Collective Agreement, it shall request a waiver from the Union.

The request must provide all pertinent information to allow the Union to assess the situation. The Union shall respond, in writing, within five (5) business days.

## **ARTICLE 25 – TECHNOLOGICAL CHANGE**

### **25.1 New Technology**

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

### **25.2 Time Frame on Technological Impact**

The introduction of computer hardware and/or software shall be considered a technological change with respect to the application to this Article provided that such introduction has occurred within one (1) year of the displacement of an employee-owner.

### **25.3 Layoff Due To Technology**

Should the introduction, replacement, supplementation or modification of any machinery, equipment or device which is or would fall under the jurisdiction of the employee-owners in the bargaining unit, result in the layoff (as distinguished from layoffs caused by changes in programming) of employee-owners, the Company recognizes additional moral obligations to such employee-owners and agrees to the following conditions in fulfillment of such obligations.

### **25.4 Technological Change Notification**

The Company will give the Union and the employee-owners as much advance notice as is practical, but not less than four (4) months' notification of such layoffs or four (4) months' pay in lieu of said notice plus all other benefits for the same period.

### **25.5 Joint Discussions and Communications**

The Company shall in writing state the nature of the changes contemplated and the number of jobs likely to be affected.

Upon receipt of such notice by the Union, the parties shall arrange a meeting or meetings, for the purpose of conducting discussions which will achieve an understanding to assure that any hardship to the employee-owners affected shall be minimized.

This shall be done by providing wherever possible, alternative employment within the Company for employee-owners whose jobs have been eliminated or by joint efforts on the part of the Company and the Union to obtain employment outside

the Company, and/or by any other means that the parties may, by mutual agreement decide upon.

The Company will provide such employee-owners reasonable time off during their normal work week without loss of salary, to be interviewed for positions outside the Company.

## **ARTICLE 26 – GRIEVANCE PROCEDURE**

### **26.1 Grievance Defined**

It is mutually agreed that it is the spirit and intent of this agreement to adjust, as quickly as possible, grievances arising from the application, administration, interpretation or alleged violation of this agreement.

### **26.2 Grievance Considered**

The parties recognize that the "Canada Labour Code" provides that any employee-owner may present their personal grievance to their employer at any time.

Any such grievance shall be subject to consideration and adjustment as provided in the following articles on grievance procedure.

### **26.3 Grievance Procedure**

In the event of a dispute between any member or members of the bargaining unit and the Company, in reference to the application, administration, interpretation or alleged violation of this Agreement, the following procedure for adjustment and settlement of dispute must be followed:

#### **Step 1:**

Any complaint by an employee-owner should first be personally tendered (or by their designate) to the employee-owner's manager or a complaint by a manager or supervisor shall first be discussed with an employee-owner, as soon as possible.

Deadline for response to the complaint shall be within three (3) working days.

#### **Step 2:**

Following completion of Step 1, if the complainant remains unsatisfied, the grievance shall be reduced to writing and a copy thereof delivered to the President of the Company, or designee, or the National President of the Union, or designee, within ten (10) working days of the meeting referred to in Step 1.

A copy shall also be simultaneously delivered to the employee-owner designated by the employee-owners as their Chairperson of the Grievance Committee.

#### **Step 3:**

The grievance shall be discussed with the President of the Company or designee and the Local Grievance Committee consisting of not more than three (3) members.

Such discussions will deal with grievances of which at least two (2) days' notice shall have been received. Such meetings shall take place within ten (10) working days of the filing of such grievance.

Appropriate records of such meetings shall be kept.

**Step 4:**

If the grievance is not settled within ten (10) working days after the meeting described in Step 3, the dispute shall be referred to the President of the Company and the National President or their designees for further discussion and consideration.

**Step 5:**

In the event that the representative of the Company and the Union cannot reach agreement, either party may, by registered mail within sixty (60) days of the meeting described in Step 4, submit the dispute to binding arbitration.

The parties shall, within ten (10) working days of the sending of the notice requesting arbitration select a mutually acceptable arbitrator.

If the parties are unable to agree on the selection of an arbitrator within these ten (10) days, the Federal Minister of Labour shall be requested to appoint the arbitrator.

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

The person selected/appointed in accordance with the above, must agree prior to their appointment, to render an award within thirty (30) days from the date of the last day of the hearing.

**26.4 No Power to Amend**

The arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement, but the arbitrator shall have the power to direct, that any employee-owner who has been suspended, discharged, or otherwise disciplined without just and sufficient cause, shall be reinstated with any other benefit under this Agreement which may have been lost.

**26.5 Dismissal Filed at Step 4**

In dismissals and matters of general concern where time is of the essence, the matter shall be discussed between the Representatives of the Company and the Union, and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 4 of Article 26.3.

**26.6 Time Limits**

Any time limit mentioned under grievance procedure shall exclude Saturdays, Sundays, and Statutory Holidays, and may be extended by mutual consent.

## 26.7 No Loss of Pay

Employee-owners shall suffer no loss of pay or other benefits while attending grievance meetings with the Company.

## ARTICLE 27 – PAY RATES

### 27.1 Pay Rates

The following wage rates shall be in effect:

The number of paid hours in a year (typically 2080) may vary slightly due to calculations made to distribute wages equally over 24 pay periods. One year will equal 2080 hours for the purposes of pay scale increases, severance, vacation etc.

Group 2	Current	Increase \$	Hourly	Yearly	Semi-Month
Start	\$24.67	\$0.59	\$25.26	\$52,545.13	\$2,189.38
6 months	\$25.81	\$0.62	\$26.43	\$54,973.24	\$2,290.55
Year 1	\$26.98	\$0.65	\$27.63	\$57,465.24	\$2,394.39
Year 2	\$28.65	\$0.69	\$29.34	\$61,022.21	\$2,542.59
Year 3	\$30.40	\$0.73	\$31.13	\$64,749.57	\$2,697.90
Year 4	\$32.15	\$0.77	\$32.92	\$68,476.93	\$2,853.21
Year 5	\$34.22	\$0.82	\$35.04	\$72,885.86	\$3,036.91
Year 6	\$36.24	\$0.87	\$37.11	\$77,188.30	\$3,216.18
Year 7	\$37.38	\$0.90	\$38.28	\$79,616.41	\$3,317.35

Group 3	Current	Increase \$	Hourly	Yearly	Semi-Month
Start	\$31.17	\$0.75	\$31.92	\$66,389.61	\$2,766.23
Year 1	\$32.63	\$0.78	\$33.41	\$69,499.29	\$2,895.80
Year 2	\$34.38	\$0.83	\$35.21	\$73,226.65	\$3,051.11
Year 3	\$36.24	\$0.87	\$37.11	\$77,188.30	\$3,216.18
Year 4	\$38.24	\$0.92	\$39.16	\$81,448.14	\$3,393.67
Year 5	\$40.29	\$0.97	\$41.26	\$85,814.48	\$3,575.60
Year 6	\$41.50	\$1.00	\$42.50	\$88,391.68	\$3,682.99

Group 4	Current	Increase \$	Hourly	Yearly	Semi-Month
Start	\$42.20	\$1.01	\$43.21	\$89,882.62	\$3,745.11
Year 1	\$43.06	\$1.03	\$44.09	\$91,714.36	\$3,821.43
Year 2	\$43.92	\$1.05	\$44.97	\$93,546.09	\$3,897.75
Year 3	\$44.81	\$1.08	\$45.89	\$95,441.72	\$3,976.74
Year 4	\$45.72	\$1.10	\$46.82	\$97,379.94	\$4,057.50

Compensation:

Year 1 2.4%

In the event that the Federal Court of Appeal ruling upholds the Canadian Radio-television and Telecommunications Commission decision on the Independent Local News Fund, the Company and Union will meet to determine if profit sharing or bonus would be in order and what that amount would be, based on the Company's fiscal performance.

## **27.2 Calculation of Basic Pay**

For the purposes of computing a full-time employee-owner's hourly rate, annual salary is divided by 2080 hours to calculate basic hourly rate.

Part-time employee-owners will be paid their basic hourly rate as per the wage grids.

## **ARTICLE 28 – SALARY GROUPS**

### **28.1 Salary Groups**

Groups for the purpose of salary classification shall be as follows:

#### **Group 2**

(a) Administration Group 2:

- Administrative Assistant
- Receptionist
- Sales/ Traffic Co-ordinator
- Programming Coordinator
- Sales Coordinator
- Program/Traffic Coordinator
- Accounts Receivable
- Or combinations of above

(b) News Group 2:

- Reporter
- Producer
- Anchor
- Sports Anchor
- Weather Anchor
- Video Journalist (VJ)
- Multimedia Journalist
- Digital News Editor
- On-air Host
- News Editor
- Videographer
- Or combinations of above

(c) Commercial Production Group 2:

- Graphic Artist

- EFP Videographer
  - EFP Editor
  - Creative Producer
  - Brand Content Producer
  - Digital Advertising Specialist
  - Community Relations
  - On-air Host
  - Producer
  - Or combinations of above
- (d) On-air Operations Group 2:
- On-air Operator
  - Director
  - Production Operator
  - Control Room Director
  - Audio/Graphics Operator
  - Switcher/Editor
  - Master Control Operator
  - Live Coordinator
  - Graphics Artist
  - Audio Operator
  - Described Video Coordinator
  - Media Coordinator
  - New Media/Podcasting Operator
  - Or combinations of above
- (e) Engineering/IT Group 2:
- Technician
  - Engineer
  - Broadcast Engineer
  - IT Support System Administrator
  - Building Operator

### **Group 3**

Job classifications in Group 2 above will all be reflected in Group 3 at a senior level, and promotion to Group 3 shall be advanced on a merit basis as defined by criteria as agreed upon in the JUMC. With the addition of the classifications listed below of which start in Group 3:

- (a) News Group 3:
- Assignment Editor
  - Assistant News Director
  - Digital News Supervisor
  - News Editor Supervisor

- Videographer Supervisor
- Executive Producer
- Sports Director
- Legislature Reporter
- Or combinations of above

(b) Commercial Production Group 3:

- Art Director
- Or combinations of above

**Group 4**

Promotion to Group 4 shall be from the Groups as outlined in Group 3 above and shall be advanced on a merit basis as defined by criteria as agreed upon in the JUMC.

**28.2 Classification Role Dispute**

In the event of a disagreement about the classification of the role such as a new position or substantially changed position, an employee-owner may raise the disagreement to be discussed by the JUMC/Classification committee.

**ARTICLE 29 – GENERAL WAGE PROVISIONS**

**29.1 Rates to be Paid**

Employee-owners shall be paid according to the wage schedule in Article 28 at the step of the salary group to which they are assigned when hired.

**29.2 Progression**

Progression up the salary schedule shall automatically occur at the start of the next complete pay period following an employee-owner's semi-annual (1040 hour) or annual (2080 hour) anniversary date.

**29.3 Pay Dates**

Employee-owners will be paid bi-monthly in 24 pay periods.

- (a) Full-time employee-owners will be paid in 24 equal installments.
- (b) Part-time employee-owners will be paid their hourly rate in accordance with the wage grids for the hours worked in the pay period.
- (c) Overtime and other premiums will be paid as currently set out in the collective agreement.

**29.4 T-4 Slips**

The company shall include with the T4 slips issued to employee-owners, Unifor dues receipts, or total amount of dues deducted at source and forwarded to Unifor.

### **29.5 Time Slips**

Employee-owners shall complete the timesheets provided by the Company.  
The Company shall calculate pay on the basis of the information on the timesheets.  
The Company shall continue past practices of providing a breakdown of pay calculations and deductions on each employee-owners pay stub.

### **29.6 Overtime to be Authorized**

All overtime must be authorized or approved by a company manager.

### **29.7 Late Reports – Early Departure**

When an employee-owner reports late or leaves early, without reasonable justification, the Company may reduce the employee-owners pay by the amount of time missed.

### **29.8 Overtime and Premiums Paid**

Payment for overtime or other premiums shall be made no later than the end of the month following the month in which the overtime, etc. was worked, provided the employee-owner's timesheet is filled out as described in Article 29.6.

## **ARTICLE 30 – WORK WEEK**

### **30.1 Full Time Defined**

An employee shall be deemed as full-time when permanently assigned to work thirty-five (35) hours or more per week.

### **30.2 Work Week Defined**

A work week is defined as Monday to Sunday.

### **30.3 Variations on a Work Week**

A Full-time work week may consist of:

- (a) forty (40) hours per week, divided into five (5) eight (8) hour shifts
- (b) forty (40) hours per week, divided into four (4) ten (10) hour shifts
- (c) VJ's who report (writing and voicing script), edit (their content or others) and ENG (shooting either their story or other newsroom assignments) simultaneously during the course of their shift will be eligible to work forty (40) hours per week, divided into four (4) ten-hour shifts. All three roles must be actively part of the employee-owner's daily shift.

### **30.4 Part Time Shifts**

Part-time shifts shall be a minimum of four (4) hours and a maximum of eight (8) hours long.

All hours worked in excess of eight (8) hours shall be paid according to the provisions of Article 38.

### **30.5 No Split Shifts**

There shall be no assignment of split shifts except by mutual agreement between the employee-owner, Union, and the Company.

An employee-owner working a split shift shall be paid two dollars and fifty cents (\$2.50) per hour in addition to the employee-owner's basic rate for all hours worked in the second half of a split shift.

Any extension of the posted shift may be refused with the exception of the most junior Part-time employee-owner on location at the time of the shift extension.

### **30.6 Specifications of Shifts Upon Hire**

The Company shall, at the time of hiring, specify which shift length a full-time or part-time (regular) employee-owner shall be required to work.

### **30.7 Midnight Benchmark**

Where a shift extends beyond midnight and the majority of scheduled hours occur before midnight the shift shall be considered to fall wholly within the calendar day in which it starts.

Where the majority of scheduled hours occur after midnight, the shift shall be considered as falling wholly within the day in which it ends.

There shall be no assignment of split shifts.

### **30.8 Alternate Shift Variation**

On occasion certain salary groups may propose shifting to forty (40) hours per week, divided into four (4) ten (10) hour shifts, if at least half of the members of that department indicate interest in doing so. If approved, the alternate shift variation will enter a one year trial that can be ended by either party, provided at least two months' notice of the change.

## **ARTICLE 31 – HEALTH AND SAFETY**

### **31.1 Responsibility for Health and Safety**

As an employee owned company CHEK Media Group considers the health and safety of all its employee-owners its highest responsibility and will act accordingly.

### **31.2 Responsibility to Adhere**

The company will adhere to, and ensure that all its employee-owners, are aware of and adhere to, all Provincial and Federal rules, regulations and statutes dealing with health and safety.

### **31.3 Reasonable Safety Measures**

The Company shall expect and insist that all employee-owners take all reasonable safety and precautionary measures when involved in dangerous or hazardous work.

The Company will supply all appropriate protective clothing and safety equipment and shall expect and insist that all employee-owners use the provided clothing and equipment when needed.

#### **31.4 Assistance Upon Request**

An employee-owner may, before performing potentially hazardous duties, request the assistance of another employee-owner.

The Company will not deny any reasonable request. On assignments involving climbing on remote locations or work involving high voltage on remote locations a minimum of two (2) employee-owners shall be assigned.

#### **31.5 Transmitting Masts**

For all time worked involving climbing of transmitting and/or receiving masts, employee-owners will be paid an additional one half (1/2) the basic hourly rate of the employee-owner computed separately from the work week.

### **ARTICLE 32 – POSTING OF SCHEDULES**

#### **32.1 Work Schedule to Be Posted**

Each employee-owner's schedule for any week should be posted as early as possible, but not later than three o'clock p.m. (3:00) on the Wednesday ten (10) days prior to the week in question.

If a schedule is posted or changed after the Wednesday prior to the week in question, then a supervisor must directly inform any effected employee-owners of the schedule change.

#### **32.2 Days Off Indicated**

All posted schedules shall clearly indicate daily starting times and days off.

#### **32.3 No Reductions Without Notice**

After posting, there shall be no reduction in the number of hours scheduled without notice being given twenty-four (24) hours prior to the day in question. If such notice is not given, the employee-owner shall be credited with all hours originally scheduled.

#### **32.4 Change of Days Off**

An employee-owner's days off will not be changed after noon Wednesday of the week prior to the scheduled work week, unless by mutual agreement.

## ARTICLE 33 – CHANGE OF START TIME

### 33.1 Change of Start Time

- (a) Notice of change of starting time shall be given as much in advance as possible, but no later than noon (12:00) of the day prior to the day of the change.
- (b) Employee-owners working a regularly scheduled shift that starts later than noon shall be given notice no later than three (3) hours after the start of their shift.
- (c) Employee-owner's not given such notice shall be credited with all hours originally scheduled plus any additional hours. This article does not apply to an employee-owner who is covering the absence of another employee-owner.

## ARTICLE 34 – DAYS OFF

### 34.1 Days Off Defined

Two (2) scheduled days off shall be defined as forty-eight (48) hours plus the turn-around period of twelve (12) hours for a total of sixty (60) hours.

Three (3) and four (4) scheduled days off in separate work weeks shall be defined respectively as seventy-two (72) hours plus the turn-around period and ninety-six (96) hours plus the turnaround period.

When the two (2) scheduled days off are separated as provided in Article forty (40), there shall be eighty-four (84) hours between the end of the last tour of duty and the beginning of the next tour.

### 34.2 Extra Day Off

An extra day off or day off in lieu is defined as twenty-four (24) hours plus the turn-around period and shall be scheduled at a mutually agreeable time.

### 34.3 2 Consecutive Days Off

- (a) There shall be two (2) consecutive days off in each work week or conterminously (i.e. Sunday and Monday).
- (b) Days off may be taken non-consecutively by mutual agreement of the Company and the employee-owner.
- (c) Employee-owners shall not be scheduled to work more than ten (10) consecutive days.
- (d) The Company shall normally schedule the days off on weekends. However, employee-owners may be required to work on weekends on an occasional basis.
- (e) Employee-owners shall not be required to work more than eight (8) weekends in any twelve (12) consecutive week period. Employee-owners

working more than eight (8) weekends in any twelve (12) consecutive week period shall be paid as per Article 38 for all hours worked for each tour of duty on the Saturday and/or Sunday in question.

#### **34.4 Weekend Premium Pay**

Employee-owners who were not hired to work a long-term regular rotation of weekend shifts whose schedules are changed to include long-term regular weekends shall be paid an additional two dollars and fifty cents (\$2.50) per hour for all hours worked on each Saturday and/or Sunday.

The weekend premium pay shall not apply to employee-owners hired specifically for a position posted as involving regular weekend work, defined as a period of eight (8) weekends or more in a row. Any employee-owner hired to work regular weekends under this Article shall be informed in writing that it is a condition of their employment.

#### **34.5 Work Week Need Not Be Consecutive Days**

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

#### **34.6 Days Off and a Statutory Holiday**

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

### **ARTICLE 35 – WORK ON DAY OFF**

#### **35.1 Refusal of Work and Reverse Order of Seniority**

An employee-owner may refuse to work on a scheduled day off.

However, if all employee-owners qualified in that job function refuse to work, the Company may assign the work to any employee-owner qualified to perform the work, in the inverse order of the Company seniority and this assignment of work cannot be refused but otherwise, an employee-owner will not be penalized for refusing to work on a scheduled day off.

When an employee-owner works in accordance with the above, on a scheduled day off/extra day off, work performed on that day shall be pursuant to Article 38 with a four (4) hour credit.

#### **35.2 Notice of Cancellation**

Notice of cancellation of assigned work on a scheduled day off or extra day off shall be given no later than twenty-four (24) hours prior to the day in question.

If such notice is not given, the employee-owner shall receive eight (8) hours pay at the straight time rate, computed separately from the work week, provided the employee-owner is released from duty for the entire tour of duty. (7.5 hour shift - minimum credit 7.5 hours)

## ARTICLE 36 – MEAL PERIODS

### 36.1 Meal Periods

All employee-owners are entitled to a meal break, or breaks, within their shifts. The breaks shall be as follows:

- (a) Seven point five (7.5) hour shifts shall have either a half hour, or a one (1) hour exclusive meal break beginning not earlier than the start of the third (3rd) hour of the shift and ending not later than the end of the fifth (5th) hour of the shift.
- (b) Eight (8) hour shifts shall have a one (1) hour exclusive meal break beginning not earlier than the start of the third (3rd) hour of the shift and ending not later than the end of the fifth (5th) hour of the shift.
- (c) Notwithstanding Article 36.1 (b) on air operators, on air supervisors, ENG editors, ENG photographers, reporters, news producers, assignment editors, news anchors, production editors and producers may continue past practices of receiving inclusive half hour meal breaks within an eight (8) hour shift.
- (d) Ten (10) hour shifts shall have a half hour inclusive meal break beginning not earlier than the start of the third (3rd) hour of the shift and ending not later than the end of the fifth (5<sup>o</sup>) hour of the shift and a one (1) hour exclusive meal break ending not later than the start of the eighth (8) hour of the shift.
- (e) Employee-owners working overtime on seven and one half (7.5) and eight (8) hour shifts working overtime on ten (10) hour shifts shall have a half hour exclusive meal break after two (2) hours of work.

### 36.2 Special Events

During special events and projects the company shall continue the past practice of providing employee-owners with an appropriate meal.

### 36.3 No Meal Break Taken

In the event an employee-owner is directed to work through a meal break the length of the meal period shall be paid pursuant to Article 38.

## ARTICLE 37 – BREAK PERIODS

### 37.1 Rest Breaks

Employee-owners shall continue the practice of taking his/her breaks during the course of his/her shift(s).

## ARTICLE 38 – OVERTIME

### 38.1 Refusal of Overtime

Employee-owners shall have the right to refuse to work scheduled overtime by notifying the Company of such refusal within forty eight (48) hours of the schedule being posted.

Furthermore, the employee-owner shall have the right to refuse any overtime scheduled or assigned thereafter.

### 38.2 Shift Extension

All overtime that is the result of a shift extension, shall be offered to employee-owners on shift, at the same location, within the job classification.

If all qualified employee-owners in the job classification refuse to work, the Company may assign the work to any qualified employee-owner in inverse order of Company seniority within the bargaining unit.

### 38.3 No Penalty

No employee-owner in exercising the foregoing right of refusal will be penalized for refusing to work such overtime.

### 38.4 Compensation for Overtime

When an employee-owner works overtime in accordance with Article 38.1 such overtime hours shall be compensated or credited in excess of eight (8) hours in one day, or ten (10) hours in one day for employees working four (4) ten (10) hour shifts, shall be paid at one and one half (1.5) the employer-owner's hourly rate.

### 38.5 Time Off in Lieu

By mutual agreement time off in lieu of overtime may be taken at the applicable rate. Time off is to be scheduled at a mutually agreeable time.

### 38.6 Overtime on a Regular Work Day

All time worked in excess of a regular shift in a regular work day shall be paid at the rate of time and one half.

### 38.7 Payment for Work on Assigned Day(s) Off

- (a) (i) All time worked on a full-time employee-owners assigned day(s) off regardless of the hours worked in the week, shall be paid at the rate of time and one half.
- (ii) All time worked on a part-time employee-owners assigned day(s) off, shall be paid at the rate of time and one half when they have been scheduled 40 hrs in one week, Monday to Sunday.
- (b) In the event that an employee develops a consistent pattern of absenteeism on their regular scheduled days, their overtime eligibility for the purposes of

this clause may be denied on a case by case basis after discussion between the Company, the employee and the Local Union President.

## **ARTICLE 39 – CALL BACK**

### **39.1 Call-Back Defined**

Call back is defined as those hours credited to an employee-owner who, having worked and/or been credited with at least the minimum shift (Article 30), is called back to perform further work on the day in question.

### **39.2 Timing of Call-Back**

If an employee-owner is scheduled, assigned or notified of a call-back prior to the time they leave their place of work on the day of the call back, all intervening hours shall be considered hours worked and part of the tour, and the tour shall be considered continuous.

### **39.3 Having Left the Place of Work**

An employee-owner scheduled, assigned, or notified of a call back after having left their place of work on the day in question shall be paid at the time and one half (1.5) rate with a minimum of four (4) hours credit. Call back under these conditions shall be computed separately from the work week.

### **39.4 Legitimate Reason**

An employee-owner with a reasonable and legitimate excuse may refuse to work call-back as outlined in Article 39.3 and shall not be penalized for such refusal.

### **39.5 Assignment by Reverse Order of Seniority**

In the event that all qualified employee-owners refuse to work call back as defined in Article 39.4 the Company may assign the required duties to any qualified employee-owner within the bargaining unit in inverse order of seniority.

### **39.6 Proximity of Equipment**

In the event of breaking news ENG Photographers may be assigned by proximity to necessary equipment.

### **39.7 Call-Back – 4PM & Midnight**

When an employee-owner works between the hours of four o'clock (4:00) p.m. and midnight (12:00 a.m.), call back shall apply (rather than change of start time) if less than seven (7) hours have elapsed from the time the employee-owner was released from their shift.

### **39.8 On-Call Premium**

An employee-owner requested by a manager to be on-call on a Regular Day Off or on a Statutory Holiday shall be paid sixty-five dollars (\$65) per day in addition to any pay the employee-owner is entitled to as per 39.3. If called the employee-owner shall make all efforts to resolve the issue over the phone or through remote

access. If the issue is remotely resolved within one hour from the time the employee-owner is first called, the employee-owner shall not be paid per 39.3. If a designated on-call employee-owner does not respond within twenty (20) minutes of being called they may not claim the sixty-five dollar (\$65) on-call premium. If the on-call employee-owner cannot be reached, but a secondary employee-owner can be reached, the secondary employee-owner shall be entitled to a sixty-five dollar (\$65) on-call premium in addition to any pay the employee-owner is entitled to as per 39.3.

## **ARTICLE 40 – TURN AROUND PERIOD**

### **40.1 Turn-Around Defined**

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, or between the end of a call back and the commencement of the next tour of duty, whichever is later.

### **40.2 Turn-Around Premiums**

All time scheduled and/or worked, and any meal period, during any of the above turn around periods shall be compensated for in addition to the regular basic rate, at one half (.5) times basic for the portion of such assignments which encroaches on such turn around period, except that the compensation shall be one and one half (1.5) times the basic rate, in addition to the basic rate, for the portion of such assignment which encroaches on the six (6) hour period immediately following the end of the employee-owner's original schedule or any extension thereof.

#### **RECAP**

Hours Between Stop & Start Time	Compensation
0 – 6	1.5% X Basic Rate
6 – 12	.5% X Basic Rate

### **40.3 No Pay on Encroachment's**

No payment shall be made for the following encroachments:

### **40.4 Negotiations and Grievance Meetings**

On a shift where an employee-owner is released from duty for the entire tour of duty to attend negotiation or grievance meetings with Management.

### **40.5 Swing-In Shift**

Encroachment on a swing in shift where employee-owners are on a regular rotating shift pattern in conjunction with an employee-owner's regular scheduled days off.

### **40.6 Released Prior To Scheduled Finish Time**

In cases where an employee-owner is released prior to the scheduled finish time of their tour of duty, encroachment on the turn-around period will be computed from

the time of release, provided that: the employee-owner shall, in each instance, have the option of being released early, or of staying until their scheduled finish time.

## **ARTICLE 41 – NIGHT DIFFERENTIAL**

### **41.1 Night Differential**

When an employee-owner works between 0000 hours (12:00 midnight) and 0700 hours (7:00 a.m.) all hours shall be compensated for at an additional one dollar and seventy-five cents (\$1.75).

Night differential shall not be deemed overtime or part of basic pay.

Where night differential is one-half hour or less no premium shall be paid.

## **ARTICLE 42 – AUTOMOBILE EXPENSES**

### **42.1 Automobile Expenses**

The company shall reimburse each employee-owner for all authorized and/or approved expenses when travel is authorized by the Company.

### **42.2 Mileage Rate**

If an employee-owner is authorized to use their own automobile for transportation in connection with their duties they shall be reimbursed at the reasonable prescribed allowance per-kilometre rates set by the Canada Revenue Agency. EV mileage will be thirty cents (\$.30) per 100 kilometers.

### **42.3 Accidents**

When an employee-owner on company business is involved in an accident resulting in damage to the employee-owner's vehicle and the amount of damage cannot be recovered from any other person or persons, the Company agrees to reimburse the employee-owner to a maximum of five hundred dollars (\$500.00), such amount being regarded as the deductible amount on the employee-owner's car insurance policy.

### **42.4 Auto-Insurance**

If any employee-owner requires higher automobile insurance rates due to using a personal vehicle for business purposes, the Company shall reimburse any additional premium charged above the "Pleasure and To and From Work" insurance rate.

### **42.5 Personal Vehicle Declined**

Employee-owners may decline to use their vehicle for Company business.

#### **42.6 Company Vehicle Policy**

All employee-owners who drive/use a company vehicle shall be familiar with and abide by the Company Vehicle Policy, a copy of which will remain in each company vehicle at all times.

### **ARTICLE 43 – TRAVEL CONDITIONS**

#### **43.1 Travel Time as Paid Time**

For pay purposes, employee-owners engaged only in travelling, except as provided for in Article 54.3, shall be credited with all time consumed when travelling on an assignment of the Company. Such time will be computed:

#### **43.2 Departure from Home**

From the time of the employee-owner's departure, when the employee-owner departs from their home by common carrier.

#### **43.3 Travel Time Considered**

From the assigned hour of departure from their home when an employee-owner travels by automobile direct to the assignment.

#### **43.4 Normal Place of Employment**

From the time an employee-owner leaves their normal place of employment when the employee-owner reports there before proceeding to travel.

#### **43.5 Overnight**

From the assigned hour of departure from their lodging when an employee-owner is using overnight accommodation.

#### **43.6 First 8 Hours of Travel**

When travelling is on a common carrier between the hours of 8:00 a.m. and 12:00 midnight, local time, Full-time shall be credited up to and only for the first eight (8) hours of travel.

#### **43.7 Time Zones – Sleeping Facilities**

When travel is on a common carrier between the hours of 12:00 midnight and 8:00 a.m., local time, and suitable sleeping facilities are available, no credit shall be allowed.

For the purpose of this section, a single occupancy berth or a first class seat on a plane is construed to be suitable sleeping facilities.

When travel is designated by the Company on conveyances which do not have sleeping facilities, Full-time credit shall be allowed.

**43.8 Turn-Around and Travel**

The turn-around provisions of Article 40 will apply from the time an employee-owner completes their travel.

**43.9 Return Journey**

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

**43.10 Liability Insurance**

The Company agrees to maintain adequate liability insurance on all vehicles owned and rented by the Company which it requests any employee-owner to drive.

**43.11 Remote Location**

When an employee-owner is required to work at a studio or remote location other than their normal place of employment, they shall be credited with all time consumed in transit between such normal place of employment and any other studio or remote location and return.

**ARTICLE 44 – REMOTE EXPENSES**

**44.1 Remote Expenses**

Employee-owners on remote assignments or assignments that extend beyond the length of a regular work day shall be reimbursed for all reasonable expenses. All expenses must be submitted within 30 calendar days.

Any dispute arising from the term "reasonable expenses" shall be referred to the JUMC.

**ARTICLE 45 – VACATIONS**

**45.1 Annual Vacation**

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

Service	Duration of Vacation	Payment
Less than 12 months (less than 2080 hours)	1 day per completed calendar month	4%
1 year (2080 hours)	15 days	6%
8 years (16,640 hours)	20 days	8%
15 years (31,200 hours)	25 days	10%

Service = Seniority as defined in Article 15 computed as of December 31st of each year.

Duration = Duration of vacation in working days.

Payment = % of gross earnings since January 1st of previous year.

#### **45.2 Statutory Holiday on Vacation**

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

#### **45.3 Vacation to Commence Upon Request**

An employee-owner may request to begin and end their vacation in conjunction with their days off, plus any additional days added because of 45.2 and such request will not be denied.

#### **45.4 Vacation Scheduling**

Vacation periods shall be scheduled between January 1st and December 31st of each year.

Full-time and part-time (regular) employee-owner's shall submit their preference for vacation to their Manager in writing on a form prescribed by the Company by February 1st of each year.

Failure to submit such application may result in vacation periods being assigned by the Company.

Vacation request forms to be signed by management and returned to employee-owners no later than February 28.

Vacation schedules shall be posted by March 15. Any alterations to vacation schedules after this date shall be made only on mutual agreement between the Company and the employee-owner affected.

#### **45.5 Vacation Preference**

Vacation preference shall be given to employee-owners on the basis of Company seniority within each job function as listed in Article 28, or within a group of operationally related job functions as reasonably defined by the Company.

Where there is a conflict over vacation preference within a job function or group of job functions, Company seniority shall apply.

#### **45.6 Consecutive Weeks Off**

Every employee-owner shall be entitled to have at least three (3) weeks of their vacation period consecutively unless requested otherwise by the employee-owner and approved by the Company.

#### **45.7 Vacation Pay Earned and Paid**

Upon termination of employment an employee-owner (or their estate in the case of death), shall receive accrued vacation pay earned in accordance with the provisions of Article 45.1, plus pay for any vacation period previously earned but not taken.

#### **45.8 Vacation Deferral**

In special circumstances and with the approval of the JUMC, employee-owners may be allowed to waive their vacation period and allow their vacation credits to accumulate from year to year in accordance with the Canada Labour Code.

#### **45.9 Leave Without Pay**

In the event that an employee-owner desires leave without pay, they shall apply in writing to the Company stating the reason for such leave.

No employee-owner shall suffer loss of seniority or other benefits as a result of such leave, which may be granted at the sole discretion of the Company.

### **ARTICLE 46 – STATUTORY HOLIDAYS**

#### **46.1 Statutory Holidays**

The following shall be paid legal holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- B.C. Day
- Labour Day
- Truth and Reconciliation Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

The Company will recognize Truth and Reconciliation Day as a statutory holiday on September 30th of each year.

In addition, any new legal holiday created by either Federal or Provincial legislation.

#### **46.2 Statutory Holiday and Sundays**

If a legal holiday falls on a Sunday and the day following is proclaimed a legal holiday by Federal or Provincial regulation, the Sunday shall be deemed to be the holiday for the purposes of this Agreement.

### **46.3 Statutory on a Scheduled Work Day**

If a legal holiday falls on a scheduled work day and the employee-owner is not required to work, the employee-owner shall receive their normal basic pay for the day.

### **46.4 Working on a Statutory Holiday and Pay Rate**

- (a) If a legal holiday falls on a scheduled work day and an employee-owner is required to work, they shall receive two and one half (2.5) times the basic rate (which amount shall include their basic rate) with a minimum credit of eight (8) hours, except that all hours worked and/or credited in excess of eight (8) hours per day will be paid at an additional one half (.5) times the basic hourly rate of the employee-owner. All hours worked in addition to the forgoing shall be paid pursuant to Article 38.
- (b) If a legal holiday falls on a scheduled day of work, the Company may require a full time employee-owner regularly scheduled to work to take the holiday as time off as per 46.3. The Company may schedule a full time or part-time employee-owner with less seniority to replace them.

### **46.5 Day Off with Pay**

- (a) If the holiday falls on a scheduled day off the employee-owner shall, at the employee-owner's option, receive either one (1) additional day's pay for that week, or add one (1) day to their annual leave or be given one (1) day off with pay at a mutually agreeable time.
- (b) If the holiday falls on a scheduled day off and the employee-owner is required to work he/she shall be paid pursuant to Article 46.4 and shall add one (1) day to his/her annual leave or shall or be given one (1) day off with pay at a mutually agreeable time.

### **46.6 Alternatives To 46.2**

With respect to Article 46.2 an employee-owner shall receive payment at the applicable rate or, if mutually agreed, may be permitted to:

- (1) Add time off in lieu at the applicable rate to their annual leave.
- (2) Take time off in lieu at the applicable rate at a mutually agreeable time. The employee-owner shall indicate their preference on their time sheet.

### **46.7 Time Not Considered Vacation**

Any period of time off allowed by the Company for:

- (1) Employee-owner's participation in organized recreational activities,
- (2) Because of inclement weather,
- (3) And for any other reasons;

Shall not be considered as a holiday for the purpose of this Agreement.

It is understood that such time off shall be granted at the discretion of the Company, having due regard to the work requirements in each department.

Such authorized time off which falls within the assigned worked day of an employee-owner shall be considered as time worked.

## **ARTICLE 47 – SCHEDULING OF CHRISTMAS AND NEW YEAR’S HOLIDAYS**

### **47.1 Holiday Season Scheduling**

Before November 15th of each year the Company will ascertain the wishes of the employee-owners regarding scheduling of Christmas and New Year's holidays. An employee-owner shall be scheduled off on either:

- (1) December 24th (which shall be considered Christmas Day);
- (2) or Christmas Day;
- (3) or New Year's Day

Based on seniority and an employee-owner choosing Christmas Day shall not be scheduled to work past 12:00 a.m. on the eve of the holiday.

An employee-owner choosing New Year's Day shall not be scheduled to work past 7:30 p.m. on the eve of the holiday.

With management approval, Christmas holidays may be distributed by mutual consent among employee-owners within their departments. In the case of overlapping and irreconcilable holiday requests at Christmas, the employee with the greater seniority may choose the week leading up to Christmas or the week between Christmas and New Year’s Day but not both.

### **47.2 Holiday Schedule Posted**

These Christmas and New Year's holiday schedules shall be posted no later than the 30th of November.

### **47.3 Normal Shift Patterns Affected by Holidays**

It is recognized that normal shift patterns will be affected by the Christmas and New Year's schedules and turn around will not apply on these statutory holidays. (i.e. Christmas Day, Boxing Day, New Year's Day)

## **ARTICLE 48 – ILLNESS AND INJURY**

### **48.1 Illness and Injury**

Absences due to illness and injury within the calendar year (January 1 to December 31) shall be paid as follows:

- (a) The first ten (10) days [eighty (80) hours] (pro-rated for Regular Part Time employee-owners) of absence due to illness or injury shall be paid at one hundred (100) per cent of the employee-owner's hourly rate of pay.

- (b) The subsequent eight (8) days {sixty-four (64) hours} of absence due to illness or injury shall be paid at seventy five percent (75%) of the employee-owner's hourly rate of pay.
- (c) Absences due to illness or injury over eighteen (18) days – one hundred and forty four (144) hours shall be unpaid leave.
- (d) Part (b) above shall not apply if the employee-owner is absent for ten (10) consecutive days (80 hours) and then proceeds to Short Term Disability as set out in Article 48.2. The employee-owner shall be paid at one hundred (100) per cent of hourly rate for all days absent prior to transitioning to Short Term Disability.
- (e) Part (b) above shall not apply if the employee-owner is absent due to medical issues relating to a pregnancy.
- (f) If requested to do so by the Company, an employee-owner shall provide satisfactory evidence, e.g.;  
Medical examinations, at the expense of the company, for illnesses that exceed five (5) days.
- (g) Where an employee-owner has exhibited a pattern of absence, the Company may require satisfactory evidence of illness for absences of three (3) days or less.
- (h) The Company will inform the employee-owner and the Union, of any perceived sick leave concern prior to requesting proof of illness.
- (i) An employee-owner may use up to forty (40) hours of existing paid illness and injury leave to provide care for a dependent child or elderly parent.

#### **48.2 Short Term Disability**

Employee-owners who are absent because of illness or injury for more than ten (10) consecutive work days (80 hours), shall be covered by Short Term Disability insurance.

#### **48.3 Absence and Vacation**

Absence because of illness or incapacity shall not interrupt an employee-owner's vacation credits, sick leave credits or health and welfare benefits as in this Agreement.

#### **48.4 Illness or Injury While on Vacation**

Should an employee-owner fall sick while on authorized leave of absence, sick leave will not be paid until the expiration of that leave.

## ARTICLE 49 – HEALTH AND WELFARE PLANS

### 49.1 Health and Welfare Benefits

The Company shall make available to eligible employee-owners the following health and welfare benefits;

- (a) The Company shall pay one hundred percent (100%) of the cost of premiums for Extended Medical and Dental coverage under the terms, conditions and services provided as described in the Company's contract with Maximum Benefits.

A copy of the contract shall be provided annually to all eligible employee-owners.

- (b) The Company shall pay one hundred percent (100%) of the cost of premiums for the B.C. Medical Services Plan.
- (c) The Company shall pay fifty percent (50%) of the cost of premiums for Short Term Disability Insurance.
- (d) The Employee-owner shall pay one hundred percent (100%) of the cost of the following premiums:
- Life Insurance
  - Long Term Disability Insurance
  - Accidental Death and Dismemberment Insurance
  - Optional Group Life Insurance
- (e) Optical:  
\$500 in any 12-month period for a dependent child, or in any 24-month period for any adult
- (f) Dental:  
Major Services –60% to match coverage under the Canada Dental Plan

### 49.2 No Change in Benefits

Health and Welfare coverage may not be changed without the Union's consent.

### 49.3 Pension Plan

After three (3) years of service, (6240 hours), the company will match GRSP contributions up to 3% of the employee-owner's annual salary made to the group retirement savings plan for all full time and regular part-time employees up to a maximum annual salary of \$110,000.

## ARTICLE 50 – LEAVE OF ABSENCE

### 50.1 Bereavement Leave

When an employee-owner is required to be absent from work due to a death in the employee-owners' immediate family, the employee-owner shall be granted up to ten (10) days of which the first five (5) days forty (40) hours will be paid leave.

Immediate family is considered; spouse, child, parent, sibling, grandparents, spouse's parent, spouse's sibling, or spouse's grandparents.

### 50.2 Pregnancy Loss Leave

Employee-owner's shall be entitled up to eight (8) weeks, if your pregnancy results in a still birth, or three (3) days, in any other case of pregnancy loss. The first three (3) days shall be paid leave if your pregnancy does not result in a live birth, if your spouse or common-law partner's pregnancy does not result in a live birth, or if you intend to be the legal parent of the child that would have been born had another person's pregnancy resulted in a live birth.

### 50.3 Personal Leave

Employee-owner's shall be entitled up to 5 days of Personal time of which the first 3 shall be paid. Personal time shall be used for health-related family responsibilities, education-related responsibilities for family members under 18, urgent matters, citizenship conferral, or manage any other situation prescribed by regulation.

### 50.4 Victims of Family Violence Leave

Employee-owner's shall be entitled up to ten (10) days, of which the first five (5) days will be paid leave for victims of family violence. Victims of family violence time shall be used if you are a victim of family violence or the parent of a child who is a victim of family violence.

### 50.5 Travel Time

When travelling time is necessary, up to two (2) additional days (16 hours) of paid leave shall be granted.

### 50.6 Leave of Absence Covered by the Canada Labour Code

The Company shall grant appropriate leaves of absence to employee-owner's as outlined in the Canada Labour Code.

These are including but not limited to the following:

- Maternity leave and parental leave
- Compassionate care leave
- Leave related to critical illness
- Leave related to death or disappearance of a child
- Leave related to pregnancy loss
- Personal leave

- Leave for victims of family violence
- Leave for traditional aboriginal practices
- Leave for court or jury duty
- Bereavement leave
- Medical leave
- Leave of absence for members of the reserve force

## 50.7 Medical & Dental Appointments

The Company shall continue the past practice of granting time off to employee-owners for medical, dental, and eye appointments.

Employee-owners shall give the Company at least one (1) weeks' notice of such appointments.

## ARTICLE 51 – PATERNITY LEAVE

### 51.1 Paternity Leave

- (a) Article 51 shall apply to both full time and regular part time employee-owners.
- (b) An employee owner shall receive five (5) days (forty (40) hours) (pro-rated for regular part time employee-owners) paid leave following the birth or the adoption of the employee-owner's child.
- (c) Additional Child Care leave shall be granted in accordance with the Canada Labour Code.
- (d) Seniority shall accumulate during child care leave at a rate of forty (40) hours per week (pro-rated for regular part time employee-owners) and shall be applied upon return to work to Article 27 and Article 45.
- (e) Instead of receiving paid leave under 51 (b), a full time employee-owner who has completed 2080 hours of service (pro-rated for part time employee-owners) shall receive fifteen (15) weeks (600 hours) child care leave pay during their leave for the amount of the difference between Employment Insurance (E.I.) received during child care leave and eighty percent (80%) of their regular wages. Single fathers shall receive one hundred percent (100%) of the difference between E.I. and their regular wage.
- (f) An employee-owner may request that the fifteen (15) week (600 hours) top-up payment be split over a longer period of time if they are taking parental leave in accordance with the Canada Labour Code.
- (g)
  - (i) Employees who do not return to work within 3 months are required to pay back the full top up payment amount
  - (ii) Employees who return to work for less than 6 months are required to pay back 50% of the top up amount.

- (iii) Employees who return to work for greater than 6 months, but less than 12 months, are required to pay back 25% of the top up amount.

## **ARTICLE 52 – MATERNITY LEAVE**

### **52.1 Child Care Leave**

- (a) Article 52 shall apply to both full time and regular part time employee-owners.
- (b) Child care leave shall be granted in accordance with the Canada Labour Code.
- (c) Seniority shall accumulate during maternity leave at a rate of forty (40) hours per week (pro-rated for regular part time employee-owners) and shall be applied upon return to work to Article 27 and Article 45.

### **52.2 Maternity Leave Top-Up**

- (a) Full time employee-owners who have completed 2080 hours of service (prorated for regular part time employee-owners) shall receive fifteen (15) weeks (600 hours) maternity leave pay during their leave for the amount of the difference between Employment Insurance (E.I.) received during maternity leave and eighty (80%) percent of their regular wages. Single mothers shall receive one hundred percent (100%) of the difference between E.I. and their regular wage.
- (b) An employee-owner may request that the fifteen (15) week (600 hours) top-up payment be split over a longer period of time if they are taking parental leave in accordance with the Canada Labour Code.
- (c)
  - (i) Employees who do not return to work within 3 months are required to pay back the full top up payment amount
  - (ii) Employees who return to work for less than 6 months are required to pay back 50% of the top up amount.
  - (iii) Employees who return to work for greater than 6 months, but less than 12 months, are required to pay back 25% of the top up amount.

## **ARTICLE 53 – JURY DUTY AND COURT APPEARANCE**

### **53.1 Jury Duty and Court Appearance**

Jury duty shall be an unpaid leave of absence.

The Company shall pay all costs related to any appearance in court by an employee-owner if that appearance is directly related to the performance of their duties for the company.

## ARTICLE 54 – EDUCATION AND SEMINARS

### 54.1 Education and Seminars

The Company shall, upon the prior approval of the JUMC, reimburse an employee-owner for fees paid by an employee-owner, as tuition, for any industry related courses including Workers' Compensation Board (W.C.B.) Industrial First Aid Certificate courses.

Payment is to be made after successful completion of such courses.

### 54.2 First Aid Courses & Certification

The Company shall pay a monthly bonus (not to be included in the base rate) to one (1) bargaining unit member, upon successful completion of the Occupational First Aid Course and who maintains a valid certificate, for as long as the individual is designated to be the Company's First Aid representative.

The intent of this clause is to have the individual contribute towards the Company's health and safety programs, and the selection will therefore be made after prior consultation with the Union.

The monthly bonus will be as follows:

- Level 3 Ticket - \$110.00
- Level 2 Ticket - \$100.00
- Level 1 Ticket - \$ 90.00

In addition, the Company agrees to provide training for a Standard First Aid Ticket for up to five (5) other individuals at any one time.

These individuals will be selected from volunteers from the Victoria and Nanaimo locations, following consultation with the Union.

No monthly bonus will be paid to these volunteers.

### 54.3 Pay for Attendance

When an employee-owner attends approved seminars, educational courses, etc., the employee-owner shall receive eight (8) hours basic pay for each day or part thereof in attendance and travel.

## ARTICLE 55 – CLOTHING AND GROOMING ALLOWANCE

### 55.1 Clothing and Grooming Allowance

The Company shall provide a clothing and grooming allowance to employee-owners working on-camera on a regular basis. Items purchased shall be for the purposes of on-air use.

- (a) Reimbursement of fourteen hundred dollars (\$1400) per calendar year for regular anchor persons, weather broadcasters, and public affairs persons.

- (b) Reimbursement of one thousand dollars (\$1000) per calendar year for reporters and video-journalists.
- (c) Reimbursement will be paid upon submission of receipts and receipts shall be submitted for reimbursement within thirty (30) days of purchase and shall be reimbursed within thirty (30) days of submitting the receipt.

## **ARTICLE 56 – EXISTING BENEFITS**

### **56.1 Existing Benefits**

The Company recognizes that on or before the commencement of this Agreement, employee-owners in the bargaining unit enjoyed certain benefits and privileges not referred to herein.

The Company agrees not to alter or change these benefits except as they may be specifically amended herein, in such manner as to discriminate against employee-owners in the bargaining unit.

The Company further agrees it shall not alter a job function for the sole purpose of removing it from the bargaining unit.

## **ARTICLE 57 – ARTIFICIAL INTELLIGENCE**

### **57.1 Artificial Intelligence and Job Security**

Artificial Intelligence (AI) should be used to assist employees in performing their duties more effectively, reducing repetitive tasks, and allowing for a focus on high-value work.

### **57.2 Displacement and Job Security**

In the event that the introduction of AI technology results in a significant change to the duties of a position or renders certain functions redundant:

- (a) **No Direct Displacement:** The Employer shall make every effort to ensure that no permanent employee is laid off or has their regular hours of work reduced as a direct result of the implementation of AI.
- (b) **Enhancement and Training:** Where AI changes a job function, the Employer will provide the necessary training and professional development to ensure the affected employee can transition into the "enhanced" version of their role.

### **57.3 Efforts for Redeployment**

If a specific role is eliminated due to AI-driven automation, the Employer commits to the following efforts:

- (a) **Reassignment:** The Employer will prioritize the placement of the affected employee into an existing vacancy for which they are qualified or can become qualified with reasonable training, in compliance with Article 17.3

- (b) Internal Transfer: The Employer will explore opportunities for the employee in other departments or classifications, ensuring that such transfers are handled with a view toward maintaining the employee's current wage rate and seniority, in compliance with Article 17.3
- (d) Retraining Period: The Employer shall provide a reasonable period of paid retraining to assist the employee in acquiring the skills needed for a new or modified position within the organization.

#### **57.4 Consultation and Notice**

The Employer agrees to provide the Union with at least thirty (30) days' written notice prior to the implementation of any AI system that is likely to affect the terms, conditions, or security of employment for bargaining unit members. Following such notice, the parties shall meet to discuss the impact and the specific redeployment or training plans for any affected staff.

In the event an employee is laid off due to AI Technological Change, all other terms of the Technological Change notice period shall apply.

No CHEK content will be published or broadcast without direct human involvement and oversight. Content from AI tools will not be used verbatim but will include a human in the loop approach.

#### **57.5 AI Not Used to Replicate Employee-Owners**

Artificial intelligence (AI) will not be used to replicate the likeness, physical or voice, of employee owners, unless a minor word editing scenario is needed, with permission from the employee owner and manager.

### **ARTICLE 58 – DURATION OF AGREEMENT**

#### **58.1 Duration of Agreement**

This agreement shall commence on the 1st day of September, 2025 and expires on the 1st day of September 2026 unless either party notifies the other by registered mail not more than one hundred and twenty (120) days and not less than thirty days prior to the date of expiry, or anniversary of such date, of its intent to modify the Agreement, or until seven days after a Report of a Conciliation board has been received by the Minister of Labour of desire to modify this Agreement.

If such notice is given as specified above, a meeting shall be held within twenty 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.

#### **58.2 Agreement in Full Force and Effect**

The parties to this Agreement declare that it contains responsibilities and obligations for each such party and that in signing this Agreement it binds the parties during the Agreement to do everything they are required to do by the

Agreement and to refrain from doing anything they are not permitted to do by this Agreement.

The parties further understand and declare that if 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 deemed null and void or shall be applied in such manner as will conform with law.

## LETTER OF UNDERSTANDING #1

Between:

**CHEK Media Group Ltd.**

And:

**Unifor Local M-1**

### **Re: Professional Activities**

1. The first professional obligation of the employee-owner shall be to the employer.
  - (a) Unless the employer and/or the employee-owner is required by law or by a court of competent jurisdiction or other competent authority to do so, no employee-owner shall be required by the employer to give up custody of or disclose knowledge, information, notes, documents and company tape recordings, films, film prints, negatives, videotapes, documents or the sources thereof to any party other than the employer.
  - (b) Where the employer has authorized the employee-owner in writing to release for broadcast, material whose source is to be kept confidential then if the employee-owner is proceeded against under the law on account of this refusal to surrender, disclose or authenticate the foregoing, the employer shall meet all the expenses incurred by the employee-owner.

The employer shall further compensate such employee-owner against monetary loss, including but not limited to fines, damages or loss of pay provided the employee-owner has not knowingly falsified such material for broadcast and provided that such material has been obtained in accordance with accepted journalistic practices.

An employee-owner's by-line/credit shall not be used over their protest. Substantive, factual changes in script/material content shall be brought to the employee-owner's attention before broadcast.

The employee-owner shall be given the reason(s) for the change(s). Where it is not possible to reach an employee-owner and providing all reasonable efforts have been made to do so, the Company shall have the option of dropping the byline/credit of the employee-owner before broadcast.

2. Except in the case of an allegation of defamation, where a question arises as to the accuracy of the material for broadcast, no major editorial change(s), retraction or apology shall be aired without prior consultation of the employee-owner concerned or without every effort being made to first consult the employee-owner. Except where libel has been proven, no criticism of an employee-owner's work will be broadcast without presenting

such criticism to the employee-owner concerned and providing that employee-owner with equal time for reply in the same broadcast.

**Amended and renewed this 19th day of February, 2026.**

## LETTER OF UNDERSTANDING #2

Between:

**CHEK Media Group Ltd.**

And:

**Unifor Local M-1**

### **Re: Anchor Contracts**

It is understood and agreed that the Company and individual News Anchors may enter into contracts of employment on the following conditions and understandings.

- (a) This agreement represents minimum rates, fees and conditions of employment and nothing in this agreement shall be deemed to prevent the employee-owner and the Company from agreeing in writing to an individual contract containing specified terms (including rates) and conditions in excess of the minimum provisions of the collective agreement.

An employee-owner entering into an individual contract shall be entitled to exercise all of the benefits and provisions of this agreement.

- (b) A copy of an individual contract shall be forwarded to the Unifor National Representative in Vancouver for review (not approval) prior to any contract coming into effect.

The contents of the individual contract shall be deemed to be strictly confidential and shall not be disclosed by the Unifor National Representative to any other person, firm, or corporation without the written agreement of the Company and the Employee-owner.

- (c) If the collective agreement and the personal service contract conflict, the collective agreement shall apply, however, where the personal employment contract exceeds the terms of the agreement, or sets terms and conditions of employment where the collective agreement is silent, the employment contract shall apply.

- (d) It is understood and agreed, due to the nature of Broadcasting and audience acceptance, the Company reserves the sole right to recruit, select, determine and assign all anchor (talent) personnel, unless otherwise specifically excluded in this agreement.

In the event the Company seeks to replace an anchor person, the following procedure shall apply:

- (1) The employee-owner affected and the Union shall be informed in writing:
- (2) Within ten (10) days of receiving notice, the employee-owner shall select one of the following options:

- (i) To receive the lump sum severance payments outlined in their individual anchor contract, and forfeit all rights and privileges under the collective agreement
- (ii) To exercise all rights and privileges under the collective agreement.

**Amended and renewed this 19th day of February, 2026.**

## LETTER OF UNDERSTANDING #3

Between:

**CHEK Media Group Ltd.**

And:

**Unifor Local M-1**

**Re: Sponsored Content on CHEKNEWS.ca**

Both parties agree to proceed with offering the following options to advertising clients for sponsored content on CHEKNews.ca.

- a) Clients may provide their own content as an ad, which will be vetted by a CHEK employee-owner as defined in Article 3.1 for quality before being posted on the website.
- b) Clients may opt for CHEK to write the content in consultation with the client. If this option is chosen, the content will be written by an employee-owner as defined in Article 3.1.

**Renewed this 19th day of February, 2026.**

**LETTER OF UNDERSTANDING #4**

Between:

**CHEK Media Group Ltd.**

And:

**Unifor Local M-1**

**Re: Current Employees**

Employee-owners currently working in 37.5 hour per week (1950 hours per year) and Group 4C positions shall be grandfathered in those positions.

All New Admin hires will be hired in at 2080 wage scale/schedule format.

At any time an Admin employee on the 1950 hour schedule may request from the HR Manager to be converted to the 2080 schedule. This will include a conversion of seniority hours and vacation bank hours to the equivalent eight (8) hour format. Requests will be responded to within two (2) weeks, and approved requests will move forward from the next payroll cycle.

**2025/26 - 1950 Hours per year ADMIN Wage Grid, with 2.4% increase**

<b>Group 2</b>	<b>New Salary</b>	<b>Semi-month</b>	<b>Hourly</b>	<b>Increase</b>
Start	\$52,535.81	\$2,188.99	\$26.94	0.63
6 months	\$55,011.84	\$2,292.16	\$28.21	0.66
Year 1	\$57,467.90	\$2,394.50	\$29.47	0.69
Year 2	\$60,922.37	\$2,538.43	\$31.24	0.73
Year 3	\$64,776.19	\$2,699.01	\$33.22	0.78
Year 4	\$68,430.34	\$2,851.26	\$35.09	0.82
Year 5	\$72,843.26	\$3,035.14	\$37.36	0.88
Year 6	\$ 77,176.32	\$3,215.68	\$39.58	0.93
Year 7	\$ 79,492.61	\$3,312.19	\$40.77	0.96

<b>Group 3</b>	<b>New Salary</b>	<b>Semi-month</b>	<b>Hourly</b>	<b>Increase</b>
Start	\$66,413.57	\$2,767.23	\$34.06	0.80
Year 1	\$69,448.70	\$2,893.70	\$35.61	0.83
Year 2	\$73,222.66	\$3,050.94	\$37.55	0.88
Year 3	\$77,176.32	\$3,215.68	\$39.58	0.93
Year 4	\$81,429.50	\$3,392.90	\$41.76	0.98
Year 5	\$85,702.66	\$3,570.94	\$43.95	1.03
Year 6	\$88,378.37	\$3,682.43	\$45.32	1.06

<b>Group 4C</b>	<b>New Salary</b>	<b>Semi-month</b>	<b>Hourly</b>	<b>Increase</b>
4C	\$94,968.04	\$3,864.26	\$48.70	1.31

**Amended and renewed this 19th day of February, 2026.**

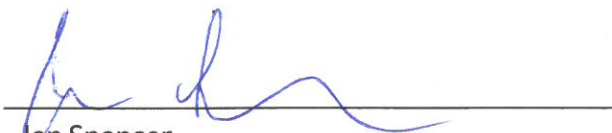
**SIGNATURE PAGE**

Signed this 19 day of February, 2026.

For the Company/Employer  
**0859291 B.C. Ltd.**  
**CHEK Media Group Ltd.**



Rob Germain  
General Manager



Jen Spencer  
HR Manager



Jason Sokoloski  
Chief Technology Officer

For the Union  
**Unifor Local M-1**



Laura Brougham  
Unit President



Stacy Ross  
Unit Vice-President



Steve Frank  
National Representative

SF/kb-cope343