#### **COLLECTIVE AGREEMENT**

#### Between

Eastern Bargaining Unit: Global Television News in Toronto and Ottawa Global Television Maritimes Global Television Winnipeg Global Television Saskatoon

# **COrUS**.

And



August 1, 2020

То

July 31, 2023

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#### THIS AGREEMENT

#### **BETWEEN:**

**Corus Television Limited Partnership** 

(in respect of Global Television News in Toronto and Ottawa, Global Television Maritimes, Global Television Winnipeg, Global Television Saskatoon) hereinafter referred to as the "Company"

Party of the First Part,

AND:

Unifor, hereinafter referred to as the "Union"

Party of the Second Part.

\* \* \* \* \* \* \* \* \*

## **Purpose and Intent**

**1.1** It is the purpose of this Agreement, in recognizing a common interest between the Employer and the Union in promoting the utmost cooperation and friendly spirit thereby creating a productive, efficient, and harmonious working environment between the Employer and its employees.

**1.2** It is recognized that the business we operate in is competitive and to that end the Company and the Union agree to work together to maintain an efficient operation. The parties to this Agreement have 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 resolution of grievances. To this end, this Agreement is signed in good faith by the two parties.

- (a) The Company agrees to instruct all members of its supervisory staff to cooperate with the Union in carrying out the terms and requirements of this Agreement.
- (b) The Union agrees to instruct its officers, stewards and members to cooperate with the Company in carrying out the terms and requirements of this Agreement.

# ARTICLE 2

## Definitions

**2.1** The term "Employee" as used in this agreement shall mean any person employed in a classification included within the bargaining unit set forth in Article 3.1.

**2.2** The term "Employer" shall mean Global Television News in Toronto and Ottawa, Global Television Maritimes, Global Television Winnipeg, Global Television Saskatoon.

**2.3** The term "Company" shall mean Corus Television Limited Partnership.

**2.4** All employees covered by this Agreement shall be considered full-time employees of the Employer, except for employees whose employment comes within another definition as set forth herein.

**2.5** The term "regular part-time employee" shall mean a person who works on a regular recurring basis a number of hours determined by the Employer via posting, which except in unusual circumstances does not surpass thirty-two (32) hours and five (5) days per week. The provisions of this agreement shall apply to regular part-time employees only to the extent specifically set forth in Appendix "A" hereto.

**2.6** The term "part-time/casual employee" shall mean a person who is hired on a daily or sporadic basis to cover short term operational needs, illness and other contingencies. Except where unusual circumstances prevail, the part-time/casual employee shall not work more than five (5) days per week to an average of twenty-

eight (28) hours per week during any eight (8) week period. The provisions of this agreement shall apply to parttime/casual employees only to the extent specifically set forth in Appendix "A" hereto.

**2.7** Where a "regular part-time employee" or "part-time/casual employee" accepts employment as a "temporary employee", the hours worked as a temporary employee shall not be included for the purposes of Article 2.5 and Article 2.6 **above.** At the time of their appointment to a temporary position the part-time employee shall be advised of the anticipated duration of the appointment.

**2.8** The term "temporary employee" shall mean a person who is hired for a given term of employment to cover child care leaves, vacation leaves or any other leaves, or for employment during peak load periods. The Employer agrees to post temporary full-time employment opportunities that are over three (3) months in length. The provisions of this agreement shall apply to temporary employees only to the extent specifically set forth in Appendix "A" hereto.

**2.9** It is agreed and understood that the employer will not use part-time or temporary employees for the express purpose of eliminating or replacing existing full-time employees or to avoid the recall of employees from lay-off.

**2.10** The company shall provide the Union, on a quarterly basis, a report of the name, classification, and hours worked by all employees in a part-time, or temporary capacity.

**2.11** The term "independent person" shall mean a person who is self-employed and/or is employed by another party and who provides services to the Employer on a contractual basis and who is not economically dependent solely upon the Employer. Such persons are not subject to the provisions of the Agreement. The Employer shall not utilize independent persons for the purpose of reducing the number of existing full-time employees, or for the purpose of avoiding the recall of an employee on lay-off.

**2.12** The term "probationary employee" shall mean those full-time employees employed during the first three (3) months of continuous service with the Employer (in respect to part-time and temporary employees, their probationary term will equal 520 hours worked), provided that the Employer may extend the probationary period up to a total of six (6) months from the date of hiring (or an additional 520 hours worked for a part-time or temporary employee). The employee and the Union shall be advised of any such extension in writing and the reasons therefor. If requested to do so the Employer will meet with the employee and the Union to discuss the reasons for the extension. Absence from work by probationary employees for personal or health reasons shall increase their probationary period by the time absent.

**2.13** Where the Employer intends to terminate a probationary employee during the probationary period or any extension thereof, the reason therefor, shall be furnished to the employee and the Union if such reason is requested. If requested to do so, the Employer will meet with the employee and the Union to discuss the reason for its intention. It is understood that the Employer may terminate a probationary employee during the probationary period or any extension thereof, and such termination shall be deemed to be for just cause.

**2.14** The term "job classification" shall mean a specific job and not a group of jobs.

**2.15** The term "Agreement" shall mean this Collective Agreement.

2.16 The term "Management Supervisor" shall mean a person who is not covered by this Agreement.

**2.17** The term "basic hourly rate" shall mean the employees' basic hourly rate calculated as in Article 48 of this Agreement.

**2.18** Where volunteers and/or student placements are performing work within the bargaining unit, they shall be considered as extra persons and shall not be subject to the terms of this Agreement. The Employer shall not utilize volunteers and/or students for the purpose of avoiding the utilization of full-time existing employees.

# ARTICLE 3

# **Bargaining Unit**

**3.1** The Employer recognizes the Union as the exclusive bargaining agent for all persons employed in the Unit defined by the Canada Industrial Relations Board order number: 10498-U of November 18, 2013, certifying Unifor, and any amendments thereto as mutually agreed by the parties or as specified in Article 49.

**3.2** The employees covered by this Agreement will be:

"all employees of Global Saskatoon, Global Winnipeg, Global Maritimes, and all News employees of Global Ontario, divisions of Corus Television Limited Partnership, excluding General Managers and those above, General or Retail Sales Managers, Executive Assistants, Marketing Consultants / Account Executives / Inside Sales Executive or Sales Representatives, News Directors, Operations Managers, Executive Producers, Business Manager (CKND), Director of Engineering (CKND), Production / Promotions Manager (CKND), Assignment Editor Toronto (CIII), Managing Editor (CIII), Media Manager (CIII), Production Manager (CIII), Supervising Producer Toronto (CIII), Ottawa Bureau Chief (CIII), Anchor / Executive Editor Global National, Supervising Producer (CIII Ottawa), Admin / HR Coordinator (CIHF), MIS / Technical Manager (CIHF)."

# ARTICLE 4

## **Management Rights**

**4.1** The Union acknowledges that the Company has the exclusive right to manage the affairs of the Company and that all rights shall remain exclusively with the Company except as modified by a provision of this Agreement.

**4.2** It is further recognized by the Union that the rights and responsibilities belonging to the management of the Company includes, but is not wholly inclusive of; the right to determine the size of work forces; the amount and type of machinery and technical equipment required; the amount and type of supervision necessary; methods, procedures and standards of operation; judgement and final evaluation of personnel qualifications: operating schedules; and the right to hire, promote, demote, layoff, transfer and reclassify employees; and also

the right of the Company to discipline, suspend, or discharge any non-probationary employee for just cause or a probationary employee for reasonable cause.

**4.3** The Union acknowledges that the Company has the right to make, alter and enforce rules and regulations to be observed by employees. 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.

**4.4** The management rights of the Company shall be exercised in all respects in accordance with the terms of this Agreement.

## ARTICLE 5

#### Membership and Dues

**5.1** During the term of this Agreement the Company agrees to deduct from the regular base wages of the employees in the bargaining unit union dues. The rate of deduction is equal to the uniform assessment communicated to the Company by the Union. The Company will be notified thirty (30) days in advance by registered mail of any change in the present rate of deductions, provided however that the Company shall not be required to change the rate more often than twice during any Collective Agreement year.

**5.2** The Company agrees to remit the monies so deducted to the Union, or its nominee, monthly by cheque, payable in Canadian funds. The Company shall remit such dues by the fifteenth (15th) of the month following the month for which the dues are deducted, and shall include with such remittance a statement showing the following:

(a) the name, classification title and regular base wages of each bargaining unit employee;

(b) the amount of dues deducted on regular base wages of each bargaining unit employee.

**5.2.1** A copy of this dues check-off list is to be forwarded to the Local Union Treasurer at the time it is sent to the National Union Office.

**5.2.2** Each year the Company will indicate the total amount of union dues deducted at source and forward to the employee for the calendar year in question, a T-4 and/or T4A income tax slips with such amount indicated.

## **ARTICLE 6**

## Notices to Union

**6.1** The Employer shall e-mail to the appropriate Unifor National Representative, and to the Local Unit affected, a copy of the following:

(a) Within five (5) working days' notice of dismissal, suspension, demotion, and any disciplinary action placed on an employee's file;

- (b) On a pay period basis notices pertaining to hiring (including starting rate and classification to which they are assigned, promotion, or transfer (except temporary promotions or transfers), resignation, pregnancy/parental leave, change in active employment status, and the name of any employee who has completed their probationary period.
- (c) Any notice pertaining to the application or agreed interpretation of this Agreement;
- (d) A seniority list upon being requested to do so, but such requests shall not be made more frequently than once every twelve (12) months, or where the Company has provided notice of layoff in accordance with this Agreement.

**6.2** A new employee shall be provided a written statement from the Employer indicating their starting rate and the classification to which they are assigned and a copy of the Collective Agreement. The parties agree to share equally in the printing costs of the Collective Agreement.

**6.3** The Union agrees to notify the local News Director and Human Resources representative in writing within (5) working days of any changes in local elected Union representatives. In addition, the Union will forward a complete list of Union representatives to the Head of Labour Relations on a semi-annual basis, commencing on January 1<sup>st</sup> and June 1<sup>st</sup> of each year.

# ARTICLE 7

# Union Access to Premises

**7.1** Representatives of the Union shall have access to the Employers' premises to carry on inspections or investigations pertaining to the terms and conditions of this Agreement. Access to premises will be limited to two (2) representatives at any one time. A request for access to the Employer shall be made not later than twenty-four (24) hours in advance and may be waived by mutual agreement between the Union Representative and the Employer. Such investigation or inspection shall be carried on at reasonable hours and in such manner as not to unduly interfere with the normal operations of the Employer and shall be free from unreasonable interference from the Employer.

7.2 A request for access as in this Article shall not be unreasonably denied.

**7.3** The Union will not engage in Union activities other than those provided for in this Agreement during working hours or hold meetings at any time on the premises of the Employer without Employer permission.

#### **No Discrimination**

8.1 The Company and the Union shall not discriminate on the basis of; race, national or ethnic origin, colour, religion, age, sex (gender), sexual orientation, marital status, family status, disability, or conviction from which a pardon has been granted and as otherwise provided by the Canadian Human Rights Act.

8.2 The Company will not interfere with, restrain, or coerce employees covered by this agreement because of membership in or lawful activity on behalf of the Union. The Company will not discriminate against any employee covered by this agreement in respect to the terms of this Collective 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 The Union agrees that it will not discriminate against, coerce, or restrain any employee because of their membership or non-membership, activity or lack of activity in a labour organization. No employee covered by this agreement shall be required as a condition of employment to become a member of the Union.

## ARTICLE 9

## **Employment Equity**

**9.1** Employment Equity is a legislative requirement that is designed to improve the representation of four designated groups in the workplace: Women, Aboriginal Peoples, Members of Visible Minorities, and Persons with Disabilities. The Company and the Union agree that no provision of the Collective Agreement is intended to be an obstacle to Employment Equity.

**9.2** The parties agree to support the legislation pertaining to Employment Equity, and to recognize that special efforts may be necessary to improve representations of members of the designated groups in accordance with applicable legislation. The Company agrees to consult the Union prior to implementing any initiatives intended to facilitate this objective. Where it may be necessary to implement initiatives which specifically impact hiring and/or promotional opportunities covered by this agreement, the Company and the Union agree to negotiate such temporary amendments as may be required to fulfill obligations under the Employment Equity Act.

**9.3** The Union acknowledges and supports initiatives in the work place to facilitate representation of individuals from the four designated groups for the purpose of meeting the Company's employment equity obligations.

#### Union Use of Bulletin Boards

**10.1** The Company agrees to the posting by the Union on the designated union board, of announcements regarding elections, meetings and internal affairs of the Union. Posting of any other material, including negotiation developments, must first be authorized by the Company. Such authorizations will not be unreasonably withheld.

#### **ARTICLE 11**

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

11.1 Subject to operational requirements, the Employer will grant a leave of absence without pay for not more than two (2) employees at any one time, at each location, not to exceed six (6) consecutive days at any one time, so that the employee(s) may attend Executive Council Meetings and Labour Conventions etc. The aggregate leave granted under this article 11.1 shall not exceed thirty-two (32) days per location in any calendar year. The company will consider reasonable requests from the union to increase the aggregate maximum on a per occasion basis. A request for such leave shall be submitted at least fifteen (15) days in advance.

11.1.1 Further to 11.1 above and subject to operational requirements, the employer agrees to grant a leave of absence to a third (3<sup>rd</sup>) employee, if requested, where such employee is serving on the Local Union's M1 Executive Committee, such as; President, Vice-President, Secretary, Treasurer, or Master Steward.

11.2 Upon request by the Union, the Employer agrees to release up to five (5) employees named by the Union without loss of regular pay or earned benefits to attend negotiations meetings with the Employer.

11.3 Upon request by the Union, the Employer agrees to release without loss of pay at the basic hourly rate or benefits, three (3) employees named by the Union in order to attend grievance or other meetings with the Employer at the location. Any time spent in such meetings shall not be considered for the purpose of determining overtime pay, if the meetings extend beyond a normal tour of duty.

11.4 Leave provided for in this Article 11 shall not constitute a break in continuity of service in the computation of seniority or other benefits under this Agreement.

#### ARTICLE 12

#### No Strike - No Lockout

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

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

# **ARTICLE 13**

# Grievance Procedure

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

13.2 An employee shall first discuss their concern informally with their management supervisor in an attempt to settle the matter before filing a written grievance in Step 1 herein. The employee may be accompanied by a union representative who may arrange for the discussion referred to herein. The opportunity for discussion and any time taken by the management supervisor to respond to the employee shall not prejudice the rights of the employee to proceed with a written grievance under this Article.

<u>Step 1</u>: The grievance shall be reduced to writing and a copy thereof delivered to the Management Supervisor or the Company's designee, and a representative of the National Union, or their designee, within ten (10) working days of the arising of such grievance. A copy shall also be simultaneously delivered to the employee designated by the employees as their Chair of the Local Grievance Committee. The Management Supervisor shall give their written reply within five (5) working days of receipt of the grievance.

<u>Step 2</u>: If the reply of the Management Supervisor does not resolve the grievance or no reply is received the grievance shall be discussed at a meeting initiated by either party within ten (10) working days of the conclusion of Step 1. The designated Management Representative(s) and the Local Grievance Committee, consisting of not more than three (3) members from that location, shall attempt to resolve the grievance. The designated Management Representative shall give their written reply within five (5) working days of the meeting at Step 2.

<u>Step 3</u>: If the reply of the Management Representative does not resolve the grievance, or no reply is received, it shall be referred to the representative of the National Union and the representative of the Company, designated by the Company for discussion within ten (10) working days of the conclusion of Step 2 for further discussion and consideration.

<u>Step 4</u>: In the event that the representatives of the Company and the Union cannot reach agreement, either party may, by registered mail within thirty (30) days of the discussion described in Step 3 submit the dispute to binding arbitration.

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

13.3 The arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement, but they shall have the power to direct, if the arbitrator thinks proper, that any post probationary employee who has been suspended, discharged, or otherwise disciplined without just cause (or a probationary

employee for reasonable cause), shall be reinstated with pay or without pay or part pay and with or without any other benefit under this agreement which may have been lost.

13.4 The Union may file a policy grievance at Step 2, where the matter is not appropriate to be grieved as an individual grievance.

13.5 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 at Step 3, and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 4 of Article 13.2.

13.6 <u>Time Limits</u>: Any time limit mentioned under the grievance procedure shall exclude Saturdays, Sundays, and Statutory Holidays, and may be extended by mutual consent of the parties.

13.7 Employees shall suffer no loss of pay or other benefits while attending grievance meetings with the Company.

13.8 All grievances shall set out the matter complained of, the specific provisions of the Collective Agreement allegedly violated and the remedy sought.

## **ARTICLE 14**

## **Expressions of Dissatisfaction**

14.1 An employee shall be notified in writing of any written expression of dissatisfaction concerning their work within a period of ten (10) working days of the dissatisfaction becoming known to the employees' Management Supervisor. The employee shall be furnished with a copy of any such dissatisfaction which may be detrimental their advancement or standing with the Employer. If this procedure is not followed, such expressions of dissatisfaction shall not become part of the employees' record for use against them at any time.

14.2 The employee's reply to such expression of dissatisfaction, if received within ten (10) working days after the employee has been given notice referred to in Article 14.1 herein, shall become part of the employees' record. If such reply is not so received, as provided herein, it will not become part of their record for the use by them at any time.

14.3 Where it has been determined an expression of dissatisfaction is found to be unjustified, all references to such expression shall be removed from the employee's record and destroyed.

14.4 An employee may have access to their personnel file in the presence of the employees' Management Supervisor or a Human Resources Management Department Representative during office hours, once each six (6) months or earlier in the event of a grievance.

14.5 Where a meeting with a manager or department head is convened for disciplinary purposes, or where a meeting becomes disciplinary in nature, an employee shall have the right to have a union representative present. In the case of a grievance, an employee shall have the right to take a Union Steward or Local Officer with them to review their personnel performance file.

14.6 Where is has been determined that a report on performance is unjustified all references to such expression/report shall be removed from the employee's record and destroyed.

## 14.7 Saskatoon

Where within a period of two (2) years of the placing of an expression of dissatisfaction (as referred to in article 14.1) on an employee's file, the company has not advised the employee that they are disciplined therefore, the expression of dissatisfaction shall be expunged from the employee's file and shall not be subsequently used against them.

#### 14.8 New Brunswick

All employees shall have access to their records and no reprimand shall form part of any employee's record for more than two (2) years, provided that during the two years following the reprimand, no further disciplinary measures are incurred. However, in no event shall a reprimand form part of an employee's record for more than three (3) years.

## **ARTICLE 15**

#### Seniority

**15.1** Seniority is defined as the length of continuous full-time employment with the Company from the date of last hire. Each location will have separate seniority lists, within the bargaining unit, for the purpose of the following:

a) vacation selection, Article 30

- b) The right to decline overtime, Article 36.1
- c) The right to decline work on a day off, Article 37.3
- d) promotions and transfers, as described in Article 16
- e) lay-offs, as described in Article 18
- f) Recall from lay-off as described in Article 19
- g) technological change as described in Article 20

**15.2** An employee of the Company who is to be transferred or promoted to a job under this Agreement shall at the time of transfer or promotion be credited for seniority purposes with all service time in the employ of the Company.

**15.3** Seniority will accumulate during any approved leave of absence, except as provided in this Agreement.

**15.4** An employee's seniority rights and employment with the Company shall cease for any of the following reasons:

(a) Leaves of their own accord or is retired;

(b) Is discharged and the discharge is not reversed through the grievance and arbitration procedure;

- (c) Where the employee has not been actively at work within the time period set forth in Article 19.2;
- (d) Fails to return to work upon the termination of an authorized leave of absence without a valid excuse, uses a leave of absence for purposes other than those for which the leave of absence was granted;
- (e) Fails to return to work within seven (7) calendar days from the date of the notice to return was delivered to the employee's last known address.

#### **Promotions and Transfers**

16.1 Where a vacancy in a full-time permanent position within the bargaining unit is to be filled, it shall be posted for a minimum of seven (7) calendar days prior to permanently filling such vacancy from any other source. The notice of vacancy shall state the job classification and primary qualifications required for the position.

16.2 Promotions and transfers to jobs within the bargaining unit shall be based on qualifications established by the Employer. These qualifications may include; core competency and technical knowledge, work performance, problem solving skills, good role model, ability to evolve and grow, leadership, ability and willingness to train, interpersonal skills, accountability, commitment, punctuality and attendance, positive attitude, as referenced in Article 46 and other relevant factors. Providing that one or more of the applicants satisfactorily meets or exceeds the qualifications, the Employer shall award the position to the best qualified applicant. Company seniority will be considered when evaluating applicants. When the qualifications of two (2) or more applicants are relatively equal Company seniority shall apply. Employee applicants with more seniority than the successful applicant will be provided with reasons in writing why the Company found them not to be qualified based on the stated qualifications for the job. If there is no applicant who satisfactorily meets the qualifications established for the position, the Employer may hire from any source.

16.3 The Employer shall act bona fide and in a non-discriminatory manner when establishing qualifications for a job. These qualifications shall be clearly stated in the notice of job vacancy and shall be followed by the Employer when evaluating candidates as per Article 16.2.

16.4 An employee of the Company who is appointed to a position within the bargaining unit shall upon such appointment be credited with all seniority they have accumulated since the employee's last date of hire by the Company.

16.5 An employee promoted or transferred to fill a vacancy in another classification shall be on a trial period in such classification for a period of up to three (3) months (i.e., 90 calendar days). The Employer may, at any time during this trial period, return the employee to the former classification with no loss of seniority. At the conclusion of a successful trial period the employee will be advised in writing that the promotion or transfer has been made permanent.

16.6 No employee shall be permanently transferred or assigned to a position outside of the bargaining unit without their consent, and the employee will not be penalized for such refusal.

#### Dismissal, Suspension and Discipline

17.1 The discharge or suspension of an employee or any disciplinary action taken against an employee shall be for just cause.

17.2 An employee shall be informed of the Employer's decision to discharge or suspend them by notice in writing.

17.3 The decision set forth in such notice may be subject to the grievance procedure as set out in Article 13 of this Agreement.

## **ARTICLE 18**

## Lay-offs

18.1 The Employer shall advise the Union and the employees concerned at least four (4) weeks in advance in the case of lay-off of employees with twelve (12) months or more seniority, and two (2) weeks in the case of employees who have completed their probationary period, and who have less than twelve (12) months of seniority.

18.2 When lay-offs of employees are to be made, the Employer shall determine the number of employees to be laid off and the jobs and functions affected at a specific location.

18.3 When employees are to be laid off such lay-offs shall first be determined in inverse order of seniority from within the jobs affected at a specific location. Where, in the Employer's opinion, the senior employee within the job classification affected is best qualified for the remaining job or jobs, the senior employee shall be retained.

18.3.1 The employer shall act bona fide and in a non-discriminatory manner when establishing qualifications for the remaining job or jobs. These qualifications shall be clearly stated and shall be followed by the Employer when evaluating candidates as per Article 18.3. Candidates with more seniority than the retained employee will be provided with reasons in writing why the Company found them not to be the best qualified based on the stated qualifications for the job or jobs.

18.4 An employee about to be laid off and who is qualified to perform another job, may apply to have their Company seniority applied to another function. Notwithstanding, employees may not exercise bumping rights to anchor classifications. Where the employee applying, in the Employer's opinion, is at least then as qualified as the other and less senior employee, the senior employee may exercise their employee seniority. An employee applying to have their seniority applied to another job shall apply within five (5) days (exclusive of Saturday, Sunday and statutory holidays) from the date of being advised of the lay-off.

a) Where an employee wishes to maintain employment within their occupation but unable to apply their seniority within their location, they may then apply their seniority within their region, for example; Prairies, Ontario, Maritimes, in accordance with this Article, provided they possess the qualifications as determined by the company b) An employee who bumps to another location will be given reasonable time to familiarise themselves with new duties and responsibilities.

c) It is understood that regardless of seniority, no bargaining unit person, may be "bumped" or displaced by someone from another location within the Bargaining Unit who had seniority under this agreement on the date of ratification, December 18, 2013.

18.5 While an employee who has two (2) or more years' seniority is laid off, the Employer shall pay one hundred percent (100%) of all the premium costs of the employee's medical and group insurance benefits (except for long term disability coverage) as contained in Article 23 for a period of up to six (6) months. If an employee otherwise has such benefits during the said period, this provision shall not apply. The medical and group insurance benefits (except for long term disability) contemplated by this Article 18 are those benefits which the employee enjoyed at the time of lay-off.

18.6 An employee who has exercised their seniority and moved to another job classification at the time of layoff shall have the right to return to their former job should a full time vacancy occur within twelve (12) months following their layoff and provided they are qualified.

18.7 An employee who exercises their seniority pursuant to Article 18.4 shall continue to receive the salary they had been receiving in the higher job classification for a period of three (3) months. Thereafter they shall be assigned to the same level on the lower applicable salary scale as they were previously assigned. For the purposes of progression up the lower salary scale the employee's next anniversary date shall be one (1) year from their assignment to the lower salary scale.

# **ARTICLE 19**

# Recall From Lay-off

19.1 When a permanent full-time vacancy occurs within the location or region in a job for which a laid-off employee is qualified, the Employer agrees to recall in the inverse order of lay-off, those employees who were laid off. The Employer agrees to notify the employees concerned by registered mail or personally delivered mail to the laid-off employee's last known address. The employee must return to work within seven (7) days from the date the notification referred to herein was delivered.

Where an employee who is on lay-off accepts a temporary position, of three (3) months or more, with the Employer during lay-off, the employee shall retain their seniority rights during the temporary employment period, but the temporary employment shall not extend the period of the employee's recall rights.

19.2 A laid-off employee shall retain their seniority and right of recall for a period of twelve (12) months from the date of their lay-off. A laid-off employee's recall rights will be maintained if they refuse recall to a job offer of a lower grouping than that which they previously held. Recall rights are lost if an employee who has accepted a recall fails to report to work as stipulated.

19.3 Employees recalled under this Article 19 shall be credited with their seniority at the time of being laid off.

## **Technological Change**

20.1 The provisions of this Article 20 are intended to assist employees affected by a technological change as herein defined and to adjust to the effects of such change.

- 20.2 In this section "technological change" means:
- (a) The introduction by the Company or the Employer into its work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by it in the operation of the work, undertaking or business; and,
- (b) A change in the manner in which the Company or the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

20.3 The procedure for dealing with technological change that is likely to affect the terms, conditions and tenure of employment of a significant number of employees is as follows:

20.3.1 The Company or the Employer will notify the Union of such a technological change at least one hundred and twenty (120) days prior to the date on which such change is to be effected. Such notice shall be in writing and shall state:

- (a) The nature of the technological change;
- (b) The date upon which the Company or the Employer proposes to effect the change;
- (c) The approximate number and type of employees likely to be affected by the technological change;
- (d) The effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected.

20.4 Upon receipt of such notice by the Union, the parties shall arrange a meeting or meetings for the purpose of conducting discussions. The job classifications and the names of employees likely to be affected shall be furnished to the Union.

- 20.5 An employee who is displaced through technological change may:
- (a) Seek to invoke any seniority job rights the employee holds pursuant to this Agreement;

or

(b) Avail themself of any training program offered by the Employer or the Company which provides re-training for employees so affected;

or

(c) Accept severance pay as hereinafter provided.

20.6 Where an employee has been displaced through technological change and where there is a reasonable expectation that the employee would be able to perform satisfactorily in another job after a reasonable training period, the Employer will provide reasonable re-training.

20.7 Severance pay as contemplated by this Article 20 shall be based on three (3) weeks' pay for each year of continuous service with the Employer, to a maximum of fifty-two (52) weeks, prorated to the nearest full month of employment.

20.8 The severance payment as in Article 26.1 shall be deemed to include any severance payment required pursuant to any statute. Acceptance of severance pay will be classed as a voluntary resignation with termination of the employee's seniority and employment rights.

20.09 Notwithstanding that a "technological change" may not cause the procedure set forth in Article 20.3 to become operative, where the Company introduces, replaces and/or modifies equipment which results in the layoff of an employee, Section 20.5 only shall apply to the affected employee. The Company shall nonetheless give as much notice in advance of the lay-off to the Union and to the affected employee as is reasonably possible. In any event, such notice shall not be less than the notice provided for in Article 18.1 of the agreement.

20.10 In recognition of the above provisions, it is understood that Sections 52, 54 and 55 of the Canada Labour Code, Part I do not apply to the Employer or the Union.

## **ARTICLE 21**

#### Sick Leave

21.1 Employees who are absent from work due to a bona fide illness or bona fide accident are paid while absent on the following basis:

## a) Ontario

| 3 months but less than 1 year | 100% for 2 weeks, 75% for 13 weeks |
|-------------------------------|------------------------------------|
| 1 year but less than 2 years  | 100% for 4 weeks, 75% for 11 weeks |
| 2 years but less than 3 years | 100% for 6 weeks, 75% for 9 weeks  |
| 3 years but less than 4 years | 100% for 8 weeks, 75% for 7 weeks  |
| 4 years but less than 5 years | 100% for 10 weeks, 75% for 5 weeks |
| 5 years and over              | 100% for 15 weeks                  |

## b) Maritimes, Winnipeg and Saskatoon\*

Permanent employees shall accumulate sick leave credits at the rate of one and one-half (1 ½) days for each month of continuous service to a maximum accumulation of thirty (30) days. Absence due to sickness shall not constitute a break in continuous service. An employee may use up to fifteen (15) days of their accumulated sick leave credits per absence. Following the fifteen (15) day maximum an employee will

receive Unemployment Insurance Benefits plus Company paid supplemental unemployment benefits to a maximum of 95% of regular weekly salary until they reach a point where Long Term Disability Benefits apply. Absence from duty while on LTD shall interrupt the accumulation of sick leave credits.

\*In the event Employment Insurance Benefits are denied, the Company will review the circumstances surrounding the denial and at the Company's discretion provide Short Term Disability Benefits up to the maximum of 95% of gross earnings.

21.2 In the event that an employee is unable to report to work due to illness or accident, they will notify their immediate Supervisor or the Department Head as quickly as possible.

21.3 The Employer may require an employee to provide medical evidence to the effect they are unable to work because of illness or an accident.

21.4 The Employer may require an employee to undergo a medical examination by a medical doctor of its choice and at its expense. This may be required when it is necessary to determine the cause of the absenteeism or establish the state of health of a particular employee, or as a safeguard for other members of staff. At the time of the examination, the employee will be advised whether they are well enough to return to work. If the employee so requests in writing, the results of an examination will be conveyed to the employee's personal physician.

## ARTICLE 22

# Leave For Child Care Responsibilities

**22.1** Employees shall be entitled to leave for child care responsibilities as set forth in the Canada Labour Code. Employees who are absent for child care leave as set forth in the Canada Labour Code shall share the cost of their medical and group insurance benefits as per the current cost-sharing practice as of the date of ratification.

**22.2** An employee who is absent from work, on either maternity or parental leave, shall be entitled to receive:

- Ninety-five percent (95%) of their base pay for the maternity/parental leave, coinciding with the Employment Insurance (EI) waiting period after the employee submits proof that they have applied and qualified for EI benefits. The normal deductions shall be deducted at source, and,
- A supplementary benefit allowance whereby EI benefits will be topped up to sixty-five percent (65%) of their base pay for a period of twenty-one (21) weeks

**22.3** In the event that the employee voluntarily elects not to return to work following the conclusion of their leave, or resigns within six (6) months following their return from leave, they will be required to pay back a prorated portion of the supplemental benefit allowance to the Company.

22.4 An employee, not initially taking leave for child care, shall be granted three (3) consecutive days off work with full regular salary starting immediately after the birth of their child, or immediately after their spouse is released from the hospital, or when the employee takes custody of the child.

#### **ARTICLE 23**

#### Medical, Group Insurance and Pension Plans

**23.1** During the term of this Agreement there shall be the following "plans":

Required

Group Life Insurance Basic Accidental Death and Dismemberment Insurance (A,D&D) Long Term Disability Pension Plan Health Plan (except spousal exemption) increase Paramedical to \$500 - Physiotherapy unlimited Dental Plan (except spousal exemption) Annual Update to Current Fee Schedule, Vision Care Plan

Optional

Optional Life Insurance Dependent Life Insurance Optional Accidental Death and Dismemberment Insurance

**23.2** Premium costs in respect of the plans identified in Article 23.1 shall be paid or shared on the same percentage share basis as was the policy in effect at the time of signing this Agreement.

**23.3** Any conflict between the details set forth in this Agreement and the plans shall be resolved on the basis of the insurers' policies pertaining to the Employer in respect of the plans.

**23.4** Eligibility for coverage under the plans shall be as set forth in the Insurers' policies.

**23.5** The Company reserves the exclusive right to alter or amend the plans but the same shall not be done without prior consultation with the Union.

23.6 The Pension Plans in effect at the signing of this agreement in respect of bargaining unit employees shall remain in effect. Employees enrolled in the Pension Plan shall receive a statement in accordance with the Pension Benefit Standards Act.

## **Bereavement Leave**

**24.1** Where an employee is required to be absent due to the death of their spouse, including common law partner of 12 months or greater, child, or parent, they shall be granted a leave of absence with regular salary on any of their scheduled working days that occur during the five (5) days immediately following the day of the death.

**24.2** Where an employee is required to be absent due to the death in their immediate family (i.e. legal guardian, brother, sister, child, father-in-law, mother-in-law, grandparent, common law partner of less than 12 months or any relative permanently residing in the employee's household or where the employee resides) they shall be granted a leave of absence with regular salary on any of their scheduled working days that occur during the three (3) days immediately following the day of the death.

24.3 When an employee is required to be absent due to a death of a brother-in-law, sister-in-law, aunts or uncles, they shall be granted leave of absence with regular salary for two (2) days at the discretion of the Employer.

**24.4** At the Employer's discretion additional leave with or without salary may be granted for the purpose of travel, and in mitigating circumstances.

## **ARTICLE 25**

## Jury and Witness Duty

25.1 An employee called to serve on juries, or to obey a crown subpoena shall receive their regular salary in addition to jury or witness compensation provided the employee returns to work if released before 1 p.m. An employees shall not be required to work any tour except a day shift tour during periods when serving on juries or appearing as a witness.

## Article 26

## Severance Pay

26.1 An employee who has completed one (1) year of service and who is terminated or released through no fault of their own shall be paid severance pay based on three (3) week's salary for each year of service to a maximum of fifty-two (52) weeks. With respect to incomplete years the severance pay shall be on a pro-rata basis calculated to the nearest month. The Employer may in its sole discretion on an individual by individual employee basis provide a greater severance benefit than set forth in this Article 26.

26.2 Severance payments as in Article 26.1 shall be deemed to include any severance payment required pursuant to any statute or any other severance payment under this agreement.

26.3 An employee who is terminated or released from their regular job and who is offered employment of a related nature with the Company and without any reduction in salary, and refuses such offer, shall not be entitled to severance pay. Notwithstanding the foregoing an employee shall be entitled to severance pay where they refuse a permanent transfer from one location to another (i.e., from Ottawa to Toronto or vice versa) and who is terminated or released as a result of such refusal.

26.4 Acceptance of severance pay at any time shall be deemed to be a forfeiture of seniority rights, and there shall be no entitlement to recall or re-employment.

26.5 An employee who at the time of lay-off had elected not to accept severance pay, may at any time during their recall period give notice to the Employer of their decision to now accept severance pay, and in such case, within a period of ten (10) days from receipt of the said notice, the employee shall be paid all severance pay accumulated to the date of their lay-off.

# ARTICLE 27

## **General Provisions**

**27.1** Save and except for Article 16.6, nothing in this Agreement or otherwise shall be construed or interpreted as any limitation or restriction whatsoever on the Employer's practice or right to permanently or temporarily transfer personnel from one Department or operation of the Employer to another Department or operation of the Employer.

Where a temporary transfer affects an employee who is normally within the bargaining unit, the provisions of this Agreement shall continue to apply. Where the temporary transfer affects an employee of the Company who is not normally within the bargaining unit the Agreement shall not apply during the period of the temporary transfer.

27.2 The parties recognize that various equipment, material and functions are operated, used or performed as the case may be, by employees who are covered by this Agreement, and by others who are not covered by this Agreement. Nothing in this Agreement or otherwise shall be construed or interpreted so as to in any way constitute a restriction or limitation whatsoever on the aforementioned.

**27.3** Employees shall take all necessary and reasonable care and precaution so as to ensure against loss or damage of Company premises, property and equipment. The employee must report any loss or damage immediately to their appropriate management supervisor.

**27.4** The employees shall enter into such waivers, assignments and/or agreements as may be deemed necessary by the Employer in respect to such matters pertaining to patent, copyright or trademark matters or any such other matter which will permit the Employer to meet its broadcasting requirements pursuant to any statute.

#### **Outside Activities**

**28.1** The first professional obligation of employees shall be to the Company. Employees shall be free to engage in activities outside of working hours provided that:

(a) Such activities do not consist of service performed for any other person or Company which competes with the Company.

(b) Such activities do not create a conflict of interest

(c) Such activities do not interfere with their service to the Company

(d) Employees do not require a change in schedule as a result of their outside activities

(e) An employee shall not engage in activities or work in which in any way is in competition or represents a conflict of interest with the Company without the prior written approval of the Company.

#### **ARTICLE 29**

## Transportation and Travel

**29.1** The Employer agrees to reimburse each employee for all authorized travel and/or approved business expenses and for appropriate parking expenses, and other justifiable miscellaneous business expenses where approved by the Employer and which are in connection with their assignments, upon completion of the prescribed form accompanied by supporting receipts wherever possible and provided the travel or business expenses are approved by the Employer. Where out-of- town travel is assigned in advance the employee must obtain prior approval of the Employer regarding travel expenses wherever it is practical to do so.

**29.2** The parties recognize there are business and other operating requirement which necessitate the occasional use of an employee's automobile in the execution of their duties. If an employee is authorized by the Employer to use their own automobile for transportation in connection with the Employer's business, they shall be reimbursed at the rate of forty-eight cents (\$0.48) per kilometer. The use of an employee's automobile on Employer business is not compulsory, and they may decline to do so under normal circumstances, however, in the case of an emergency an employee's agreement to use their car will not be unreasonably withheld.

**29.3** The Employer shall not be responsible for violations or fines, or insurance deductibles attributable to the employee's negligence. Where in the use of their vehicle in connection with the Employer's business, an employee becomes involved in an accident and the damage to their vehicle cannot be recovered from another person or persons, the Employer will pay up to a maximum of five hundred dollars (\$500) for all or part of the damage costs to the employee's vehicle. The Employer will not make any payment where the damage results from the employee's negligence.

**29.4** Where the Employer makes a vehicle available to an employee for use in the performance of their duties, the Employer shall absorb all business operating and insurance costs. Such vehicles shall normally be available at the Employer's premises, and except where prior approval to do otherwise has been granted, by the Employer, vehicles shall be returned to the Employer's premises at the completion of the employee's tour of duty.

**29.5** A member of an ENG camera crew who normally in the course of their duties has a vehicle available to them shall be provided with a cash advance of forty-five dollars (\$45.00) for the purpose of paying justifiable miscellaneous business expenses associated with the assignment.

**29.6** An accounting of such business expenses shall be submitted to the Employer on the prescribed forms supported by receipts at any time during the work week. The member of an ENG camera crew provided with a cash advance shall be reimbursed for all approved business expenses as soon as reasonably possible after the forms and receipts have been submitted.

**29.7** When employees are required to end a tour of duty due to unscheduled overtime at a time when their public transportation is not available, transportation will be provided to the nearest point where the appropriate public transportation is available. In any instance where personal safety is a concern, the Employer will provide or pay for transportation from the point where the public transportation ends to the employee's residence within city limits.

**29.8** Employees working on assignments outside their local area during their assigned meal period, where overnight accommodation is not required, or in the case of employees who are on assignment at a location within their local area designated by the Employer as a "locked-in" location shall receive a meal allowance in respect of each such assigned meal period as follows:

|            | From August 1/2013 |  |
|------------|--------------------|--|
| Breakfast  | \$12.50            |  |
| Lunch      | 16.50              |  |
| Dinner     | 28.00              |  |
| Subsequent | 11.50              |  |

The said meal allowance shall not be paid where an adequate meal is supplied. Not more than two (2) meal allowances shall be paid in respect of any ten (10) hour consecutive period.

**29.9** Employees working on "overnight" assignments shall receive a per diem hourly allowance to cover the cost of meals and miscellaneous expense as follows:

From August 1, 2013, three dollars and fifty cents (\$3.50) per hour to a maximum of sixty-five dollars (\$65.00) per 24-hour period.

When adequate meals are supplied the cost of the per diem allowance shall be reduced by the cost of each adequate meal so supplied to a maximum of the following amounts.

|            | From    | August 1/2013 |
|------------|---------|---------------|
| Breakfast  | \$12.50 |               |
| Lunch      | 16.50   |               |
| Dinner     | 28.00   |               |
| Subsequent | 11.50   |               |

The Employer shall continue the practice of providing higher per diems for out-of-country assignments where it is appropriate to pay higher per diems.

**29.10** The allowances mentioned in Article 29.9 shall be in addition to the following allowable business expenses:

- (a) The cost of air transportation, economy or charter airfare, rail transportation (chair or parlour car seat) or mid-cost rental auto transportation, (or appropriate vehicles for the transportation of equipment, if applicable). All transportation arrangements will be made by the Employer unless the employee is authorized to make their own arrangements.
- (b) The Employer will provide where transportation is not otherwise arranged by the Employer, taxis and airport limousine service between the Employer's location or the employee's residence (whichever is appropriate in the circumstances) and railway station or airport at point of departure and return, and between railway station or airport and hotel, if transportation is not supplied. At the point of destination transportation will also be provided between job sites and hotel and return.
- (c) The cost of gratuities in loading, unloading, or temporary storage of equipment.
- (d) The cost of communications required for Employer business. The cost of a five (5) minute call home on the first day and a five (5) minute call home every second (2nd) day thereafter on "out-of-town" assignments. The Employer reserves the right to limit the duration and frequency of calls on overseas assignments.
- (e) Suitable single occupancy accommodation (room rate only). All accommodation arrangements will be made by the Employer unless the employee is authorized to make their own arrangements.

**29.11** Where an employee requires an advance to cover travel and location business expenses they will apply for such advance as far in advance of their departure as reasonably possible. An accounting of any such expenditures with receipts, will be submitted on prescribed forms within five (5) working days of an employee's return to their normal place of work on completion of each assignment for which the advance was provided. The employee shall be reimbursed for any approved business expenses within two (2) weeks of the submission of the completed prescribed forms to the Employer. If such forms are not submitted within ten (10) working days of the employee's return, unless an extension is granted by the Employer, the Employer shall have the right to deduct such advance, from the employee's pay in the subsequent payroll period(s).

**29.12** For compensation purposes, employees engaged in travelling shall be credited with all time consumed when travelling on an assignment for the Employer. When an employee travels on a common carrier between the hours of 8:00 a.m. and 12:00 midnight, local time, full time shall be credited with a maximum of eight (8) hours of travel in any twenty-four (24) hour period. The following shall also apply:

- (a) From one (1) hour (and up to a maximum of two (2) hours where prior authorization has been given) prior to the scheduled time of the carrier's departure when the employee leaves from their home for travel by common carrier. When international travel by common carrier is involved, the employee responsible for processing equipment through customs, if the time so spent is not during their paid tour of duty, shall be afforded a further one (1) hour time credit prior to the departure time.
- (b) From the assigned hour of departure from their home when an employee travels by automobile direct to the assignment, but the amount of travel time shall not exceed the travel time had the employee commenced their travel from their normal place of employment to the assignment.
- (c) From the time they leave their normal place of employment when the employee reports there before proceeding to travel.
- (d) From the assigned hour of departure from their lodging when the employee is using "out-of-town" overnight accommodation.
- (e) When an employee travels 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 time credit shall be allowed. For the purpose of this Article, a single occupancy berth in a common carrier or a business class, executive class seat or equivalent seat on a plane is construed to be a suitable sleeping facility. Full time credit will be allowed when travel is designated by the Employer on conveyances which do not have suitable sleeping facilities.

**29.13** Time computed for the return travel under the above conditions will be computed in the same manner, except that in the case of travel by common carrier described in Article 29.12 above, such time will be computed only to the arrival time of the common carrier to the return destination. Where, however, on domestic return flights an employee is detained to receive and pick up equipment, etc., they shall be compensated for one (1) hour following flight arrival time.

**29.14** Subject to other applicable provisions, when both travel and working time is involved, all hours shall be considered as working time.

**29.15** For the purposes of this Agreement the following definitions of "Local Area" shall apply:

- (a) Toronto based employees "Local Area" is considered to be any point within a forty (40) kilometer radius of the Company's premises and the municipality of Mississauga, which includes Pearson Airport.
- (b) Ottawa based employees "Local Area" is considered to be any point within a forty (40) kilometer radius of the Company's Ottawa Bureau, Ottawa, Ontario.

- (c) Maritimes based employees "Local Area" is considered to be any point within a forty (40) kilometer radius of the Company's premises.
- (d) Winnipeg based employees "Local Area" is considered to be any point within a forty (40) kilometer radius of the Company's premises.
- (e) Saskatoon based employees "Local Area" is considered to be any point within a forty (40) kilometer radius of the Company's premises.
- (f) "Out-of-town location" shall be any point beyond the geographic limits of the "Local Areas" described above.

## Article 30

#### **Annual Vacations**

30.1 All employees shall be entitled to and shall receive annual vacations with pay on the following basis:

#### Maritimes/Winnipeg/Saskatoon

Years of service as of the anniversary of your adjusted seniority date.

| After one (1) year of continuous service to ten (10) years of continuous service | 15 days at 6%  |
|--|----------------|
| After ten (10) years of continuous service years                                 | 20 days at 8%  |
| After twenty 20 years of continuous service                                      | 25 days at 10% |

#### <u>Ontario</u>

Years of service as of the anniversary of your adjusted seniority date

| After one (1) year of continuous service to eight (8)     | 15 days at 6%  |
|---|----------------|
| years of continuous service                               |                |
| After eight (8) years of continuous service but less than | 20 days at 8%  |
| fifteen (15) years  |                |
| After fifteen (15) years of continuous service            | 25 days at 10% |
|   | -              |

30.2 Employees may take a day or two (less than five days) vacation leave subject to the Employer's approval, provided they have vacation leave to their credit.

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

30.4 An employee who terminates their employment shall be paid their earned vacation upon departure. An employee whose employment is terminated during their first year of employment shall be paid vacation pay as set forth in the Canada Labour Code.

30.5 The Employer shall have the right to determine the number of employees who may be released for vacation from any job classification at any one time. Subject to business and operational requirements, employees shall have the right to take vacations at any time and preference shall be given to employees within the job classifications on the basis of Company seniority. Employees who request a vacation period between May 1st and September 30th shall submit their request form in accordance with this Article.

30.6 On or prior to March 1st of each year, employees will be provided with a form prescribed by the Employer on which they are to advise as to their vacation preferences. These forms must be completed and returned to the Employer no later than March 15th. Vacation schedules shall be posted by April 15th of each year.

30.7 Employees who request a vacation outside of the period referred to above shall submit a request, in writing, to their immediate Management Supervisor, at least forty five (45) days in advance of the start of the requested vacation. The Employer shall inform an employee of their vacation period not later than thirty (30) days before the start of the vacation.

# Article 31

## General Holidays

31.1 The following shall be paid general holidays:

| New Year's Day                 | Labour Day       |
|--------------------------------|------------------|
| Family Day (Louis Riel Day-MB) | Thanksgiving day |
| Good Friday                    | Christmas day    |
| Victoria day                   | Boxing Day       |
| Canada day                     | Civic Holiday    |

Civic Holidays shall be considered the following: (Toronto/Ottawa/Saint John/Winnipeg – 1st Monday in August) (Halifax - Natal Day) (Saskatoon -- Civic Day)

Plus any day duly legislated by the Federal Government as a general holiday.

31.1.1 In addition to the holidays listed above, employees shall receive two (2) additional paid float days each calendar year which shall be scheduled by mutual agreement between the employer and employee. These float days will be paid at a rate equivalent to eight (8) hours at the employee's basic hourly rate of pay and cannot be banked, paid out or carried over to subsequent calendar year.

31.2 (a) If the holiday falls on a regular working day and the employee is not required to work, they shall be paid for eight (8) hours at their basic hourly rate of pay.

(b) When a holiday falls on an employee's scheduled day off and the employee does not work, they shall be scheduled for another day off at their basic hourly rate on a day immediately prior to or immediately following the employee's scheduled day off during that week, or on a day immediately prior to, or immediately following the employee's scheduled days off during the week preceding or the week following the week the holiday occurred.

Prior to scheduling the day off, the Employer will discuss the employee's preference with the affected employee. A reasonable attempt will be made to accommodate the employee's preference. Where the day off has not been scheduled pursuant to the foregoing, one (1) additional day shall be taken at a mutually agreed time between the Employer and the employee, or the employee may elect to be paid for the day at their basic hourly rate.

(c) If a holiday falls on a scheduled work day and the employee is required to work, they shall receive two and one-half (2 ½) times their 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 (1/2) times the basic hourly rate. Further, all hours beyond twelve (12) in the day shall be paid at a further additional one-half (1/2) times the basic hourly rate of the employee.

31.3 When one of the general holidays listed above falls on a Saturday or Sunday and the day following is proclaimed a general holiday by the Federal authorities, the corresponding weekday(s) proclaimed shall be deemed to be the general holiday(s) for the purposes of this Agreement.

31.4 A tour of duty beginning on the eve of a general holiday and continuing into the general holiday shall not be considered as work performed on the general holiday, and a tour of duty beginning on the general holiday and continuing into the day following the general holiday shall be considered as work performed on the general holiday.

31.5 Before November 15th of each year, employees will advise the Employer in writing of their preference of days off to be scheduled over the Christmas and New Year's holidays.

31.6 If an employee so requests (unless the Employer is unable to make satisfactory arrangements to replace the employee) they shall be scheduled off on either Christmas Day or New Year's Day.

31.7 Where pursuant to this Article 31 an employee is entitled to take a general holiday at a mutually agreed time and the holiday has not been taken by December 31st of any year, the Employer may elect to pay the employee in respect of the holiday.

#### ARTICLE 32

**32.1** A tour of duty shall mean the authorized and/or approved time worked during a day.

**32.2** If work in a tour of duty extends beyond midnight of the day on which it commenced, it shall be considered as falling wholly within the calendar day in which it commenced.

**32.3** Except as otherwise provided herein, the tour of duty which shall apply shall be eight (8) hours and the work week shall be forty (40) hours consisting of five (5) days of eight (8) consecutive hours each, commencing at 12:01 a.m. Monday. The hours of work per day shall be inclusive of a first meal period of a minimum of thirty (30) minutes except for those employees in the Prairies and Maritimes who work either; an eight (8) hour tour of duty with an exclusive half (1/2) hour meal period, or an eight (8) hour tour of duty with an exclusive one (1) hour meal period.

**32.4** The Employer and the Union recognize that from time to time different work schedules and/or shift patterns are possible that may require modifications of certain provisions of the Agreement. To this end, the Employer will organize such schedules and/or shift patterns with such affected employees that are mutually agreeable to the employees affected and their appropriate Management Supervisor. In such cases, scheduled days off, overtime and other applicable provisions of the Agreement will be modified as required.

**32.4.1** Where the agreed schedules referred to herein are contemplated to be a schedule of a continuing nature, the same must be in writing and signed by the Employer and the Local Union prior to implementation.

**32.4.2** Upon the giving of a reasonable period of notice, any such agreed schedule and/or shift pattern may be rescinded by either the affected employees through their Local Union Officer or by their appropriate Management Supervisor.

**32.4.3** Where the Employer wishes to implement a work schedule and/or shift pattern necessitating certain provisions of this Agreement being modified, agreement to do so shall not be unreasonable withheld.

**32.5** All hours worked in excess of the hours set forth in Articles 32.3 and 32.4 shall be compensated at the applicable overtime rates.

**32.6** It is agreed that there shall be no pyramiding of overtime.

## ARTICLE 33

## Days Off

**33.1** Except as may be provided in Article 32.4, there shall be two (2) consecutive days off for each work week which shall be referred to as "scheduled days off". The two (2) scheduled days off may be in separate work weeks, (e.g., Sunday and Monday). The Employer shall continue to make every reasonable effort to schedule the two (2) scheduled days off on weekends as frequently as reasonably possible. However, it is recognized there are specific job functions which, for program continuity or related purposes may require certain personnel to be assigned to work weekends on a regular basis.

**33.2** The work days in any work week need not necessarily be consecutive, they may be separated by the two (2) consecutive days off.

**33.3** The Company shall not schedule an employee to work for more than eight (8) consecutive days, following which the employee shall be scheduled, and shall receive, at least two (2) consecutive days off. Notwithstanding the foregoing an employee and their Supervisor can mutually agree to combine days off from two (2) consecutive work weeks so that the employee receives four (4) consecutive days off and works no more than ten (10) consecutive days.

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

**33.5** Two (2) scheduled days off shall be defined as forty-eight (48) hours plus the turnaround period of twelve (12) hours for a total of sixty (60) hours. Three (3) and four (4) scheduled days off shall be defined respectively as seventy-two (72) hours plus the turnaround period of twelve (12) hours for a total of eighty-four (84) hours and ninety-six (96) hours plus the turnaround period of twelve (12) hours for a total of one hundred and eight (108) hours.

**33.6** Where an employee is scheduled for a day off for an "out-of-town" assignment, they shall be paid all per diems and business expenses which would apply had they worked on the assigned day off.

# ARTICLE 34

## Posting of Schedules

**34.1** Each employee's work schedule clearly showing the normal, daily starting times, finishing times and scheduled days off shall be posted no later than 2:00 p.m. on the Friday, two (2) weeks prior to the commencement of the work schedule. However, where circumstances arise necessitating the same, the posted days off may be changed, but not later than 2:00 p.m. on the Friday, one week prior to the commencement of the work schedule.

**34.2** In the event that an employee's work schedule is not posted in accordance with Article 34.1, the previous work schedule shall carry over until a new work schedule is posted.

**34.3** After an employee's work schedule has been posted there shall be no reduction in the number of regular hours scheduled.

## **ARTICLE 35**

## **Change of Work Schedule**

**35.1** Notice of change of starting and finishing times shall be given as much in advance as possible, but no later than 2:00 p.m. prior to the day in question.

**35.2** When an employee is on duty, the Employer will be deemed to have given notice when such notice is posted and the Employer has made every reasonable effort to reach the employee. If such notice is not given, the employee shall be credited with all hours originally scheduled, plus any additional hours.

**35.3** If the employee is off duty, the Employer will notify the employee directly. If the Employer has not been able to notify the employee directly, they shall be credited with all hours originally scheduled, plus any additional hours the employee works.

**35.4** Prior to going on leave of five (5) days or more, an employee shall be given a pre-arranged time to report back. This time, however, may be rescheduled later but not earlier than the pre-arranged time. The Employer must make a reasonable effort to notify the employee of such change. The Employer shall be considered to have made a reasonable effort where the employee has been contacted personally or where a registered letter of notification has been mailed to the employee's last known address.

**35.5** It is the responsibility of an employee to report to their appropriate Management Supervisor as early as possible as to when they will be available for duty following absence due to illness or injury or any approved absence. It is the Employer's responsibility to then or subsequently inform the employee of any change in their work schedule.

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

# **ARTICLE 36**

# **Overtime Computation**

**36.1** Employees shall have the right to refuse to work overtime however, if all employees in a classification, in a department, refuse to work or cannot be reached to do the work, the Company will require the most junior qualified employee in the classification in the department to do the work. Where such assignment constitutes more than eight (8) hours of overtime in a work week the next most junior qualified employee may be so assigned, and so on.

**36.2** Overtime shall be paid for all time worked in excess of eight (8) hours in any day, at the rate of one and one-half (1 1/2) times an employee's basic hourly rate. Should the hours worked exceed twelve (12) hours in a day, time worked in excess of twelve (12) hours will be paid at two (2) times the employee's basic hourly rate.

**36.3** Where an employee wishes to accumulate and take equivalent time off in lieu of payment for overtime hours, work on a day off or on a holiday, the employee shall record the same on their time sheet. Such "time off in lieu" shall be taken at times mutually agreeable to the employee and their appropriate Management Supervisor.

**36.4** The Employer may elect to pay an employee for any "time off in lieu" not taken or mutually agreed to be taken by April 30th of each year. An employee may request at any time that they be paid for accumulated "time off in lieu" and the Employer shall honour such a request. All outstanding vacation time from an employee's "Previous Vacation Bank" must be taken before any "time off in lieu" is taken. An employee shall be entitled to accumulate up to fifteen (15) days of "time off in lieu"

**36.5** No payment for overtime shall be made unless it is authorized either before or after by the employee's appropriate Management Supervisor or by any other person authorized to approve overtime.

**36.6** When the employee has filed their weekly time sheets (including overtime, premiums and penalties) within the time period set forth in Article 48.8 payment thereof shall be made not later than the last pay period of each calendar month. If an error occurs, it shall be adjusted as soon as possible, and in no event later than the next pay day.

#### **ARTICLE 37**

#### Work on Scheduled Day off

- **37.1** When an employee works on their scheduled day or days off, the following shall apply:
- (a) Work on one scheduled day off -

For work performed on one (1) scheduled day off during a week the employee shall be compensated as follows:

- (i) One and one-half (1 1/2) times their basic hourly rate for the first eight (8) hours worked with a minimum credit of four (4) hours;
- (ii) two (2) times their basic hourly rate for all hours worked in excess of eight (8) hours up to and including the twelfth (12th) hour worked;
- (iii) Two and one-half (2 1/2) times their basic hourly rate for all hours in excess of twelve (12) hours.
- (b) Work on second or subsequent day off -

For work performed on a second (2nd) or subsequent day off (where the employee has worked their first scheduled day off during a week) the employee shall be compensated as follows:

- (i) Two (2) times their basic hourly rate for the first eight (8) hours worked with a minimum credit of eight (8) hours;
- (ii) two and one-half (2 1/2) times their basic hourly rate for all hours worked in excess of eight (8) hours up to and including the twelfth (12th) hour worked;
- (iii) Three (3) times their basic hourly rate for all hours worked in excess of twelve (12) hours.
- (c) Nothing herein precludes an employee and their appropriate Management Supervisor from mutually agreeing to change an employee's scheduled day off and in such case the compensation provision herein shall not apply.

**37.2** Where an employee works on a scheduled day off, the employee and their appropriate Management Supervisor may mutually agree that the employee may be granted compensating "time off in lieu" thereof consistent with Article 36.3 and 36.4.

**37.3** An employee may refuse to work on a scheduled day off and will not be penalized for such refusal. However, if all qualified employees in that job classification refuse to work, the Company may assign the work to any qualified employee, in the inverse order of Company seniority and this assignment of work cannot be refused.

# **ARTICLE 38**

# **Turnaround**

**38.1** A turnaround period is twelve (12) hours between the end of one (1) tour of duty and the commencement of the next tour of duty.

**38.2** All time worked which encroaches on the turnaround period shall be paid for at an additional one-half (1/2) the basic hourly rate computed separately from the work week, except as provided in Article 38.3 and/or where the scheduled start time of the employee's next tour of duty which encroaches on the turnaround period is mutually agreed to be adjusted by the employee and their appropriate Management Supervisor.

**38.3** No payment shall be made for the following encroachments:

- (a) On a shift where an employee is released from duty or rescheduled to attend negotiations or grievance meetings with the Employer.
- (b) Where the encroachment on a swing-in shift (where the employees are on a regular rotating shift pattern) occurs in conjunction with an employee's scheduled days off.
- (c) Where more than forty-eight (48) hours is taken in vacation time, lieu time or sick time, in addition to the turnaround period plus scheduled days off.

# ARTICLE 39

# Call-back and Extended Tour of Duty

**39.1** Call-back is defined as those hours credited to an employee who, having worked and/or been credited with the total hours in their tour of duty (Article 32), is called back for further work after three (3) hours have elapsed following the completion of such tour.

**39.2** An employee called back to work having completed their tour of duty shall be paid for all such work at one and one-half (1 1/2) times their basic hourly rate with a minimum guarantee of three (3) hours.

**39.3** An employee who returns to work after having completed their normal tour of duty before three (3) hours have elapsed following completion of their normal tour of duty will be considered to be on an extended tour of duty and the employee shall be paid from the end of their original tour of duty at the appropriate rates with a minimum guarantee of three (3) hours.

39.4 Notwithstanding anything in this Agreement to the contrary it is agreed that the existing practice of identifying certain employees to be available on an "on-call" basis may continue as in the past. The assignment of such "on-call" status will be assigned on a rotating basis amongst the employees involved. The following payment(s) shall be made for hours of "on-call" status only. Time actually worked will be paid in accordance with

the appropriate provisions of this Agreement and in such case the employee shall not be entitled to the "on-call" payment.

a) Ontario - shall be compensated for such "on-call" hours at a rate of fifteen percent (15%) of their basic hourly rate for each hour while assigned to "on-call" status. In the event an employee in Ontario is assigned to "on-call" during a general holiday, they shall be compensated at fifteen percent (15%) of the of the applicable rate for that general holiday.

b) Winnipeg/Saskatoon - Engineering, News and News-related personnel may be assigned to Stand-by duty. Where so assigned, they shall be compensated at the rate of two dollars (\$2.00) per hour or part thereof for each hour designated as stand-by duty. The minimum standby payment under this provision shall be six dollars (\$6.00). On general holidays employees shall receive the stand-by pay at the rate of one and one-half (1.5x) times the stand-by rate.

c) Maritimes - An employee assigned to stand-by shall be compensated therefore at a rate of one hundred and sixty (\$160.00) dollars. The stand-by period shall normally be from midnight Friday until 8:00am on the next following Monday.

Where a paid holiday falls outside the aforementioned period and the employee is assigned to standby, he/she shall be compensated at a rate of one hundred and fifteen (\$115.00) dollars. The stand-by period shall normally be from 12:01 am on the paid holiday until 8:00 am on the next following day.

The above payment is made for hours of "on-call" status only. Time actually worked will be paid in accordance with the appropriate provisions of this Agreement and in such case the employee shall not be entitled to the "on-call" payment.

# ARTICLE 40

### Night Differential

**40.1** All work performed between the hours of 12:00 midnight and 6:00 am shall be compensated as follows:

Ontario and Maritimes (Excluding Halifax News) at an additional twenty percent (20%) of the basic hourly rate computed separately from the work week for each hour, or portion of an hour worked between the said hours.

Saskatoon, Winnipeg and Halifax News at an additional ten percent (10%) of the basic hourly rate computed separately from the work week for each hour, or portion of an hour worked between the said hours.

Night differential shall not be deemed overtime nor a part of the employee's basic hourly rate or basic pay.

# ARTICLE 41 Temporary Upgrading

**41.1** Should an employee be temporarily assigned by their appropriate Management Supervisor to perform work in a higher rated job classification than the job classification to which they are permanently assigned they shall be paid an additional one hour (1) at their basic rate per tour of duty.

**41.2** At the time of the temporary assignment the employee shall be advised that they are so assigned and that Article 41.1 herein applies. Such temporary assignment shall be noted on the employee's daily time sheet.

**41.3** It is agreed by the parties that temporary upgrade will not be used to avoid the posting and filling of a full-time vacancy in a higher classification.

# **ARTICLE 42**

# **Excessive Hours and Safety**

**42.1** The Employer shall not assign excessive hours of work to employees on a regular basis.

**42.2** The Employer will make every reasonable effort to carry on its business and operations in a manner that will not endanger the health and safety of its employees and shall adopt and carry out reasonable procedures and techniques designed or intended to prevent or reduce the risk of physical injury in its business and operation. An employee shall take all reasonable and necessary precautions to ensure their own safety and the safety of others.

**42.3** The Employer shall continue to give consideration to the capabilities of an employee for assignments involving climbing before making such assignments.

**42.4** An employee may refuse to work where they have reasonable cause to believe dangerous conditions prevail as described in the Canada Labour Code.

**42.5** The Employer agrees to supply safety devices where conditions require their use, and the employee shall wear or use such devices.

**42.6** The existing Health and Safety Committee as presently constituted, consisting of equal representation from the Company and from the employees of the Company, will continue in effect. The said Committee shall have all those powers of a Health and Safety Committee as set forth in the Canada Labour Code.

# ARTICLE 43

# **Break and Meal Periods**

**43.1** The existing flexible arrangements whereby employees may take reasonable break periods at appropriate times will continue in effect. The arrangement will not be abused.

**43.2** First Meal Period - A first meal period of not less than thirty (30) minutes shall be scheduled or assigned in all tours of duty. This meal period shall begin no earlier than the beginning of the third hour and no later than the end of the sixth hour of such tour.

**43.3** Second Meal Period - A second inclusive meal period of not less than thirty (30) minutes duration shall be scheduled or assigned in tours of duty of more than ten (10) hours. This second meal period shall be scheduled or assigned within the fourth, fifth or sixth hour after the scheduled first meal period is completed. The following shall be paid to compensate for the cost of this second meal:

# \$11.75

This shall only apply within the "local areas" as described in Article 29.15.

**43.4 Subsequent Meal Periods** - A subsequent inclusive meal period of not less than thirty (30) minutes shall be scheduled or assigned within the fourth or fifth hour after the scheduled or assigned prior meal period. The following shall be paid to compensate for the cost of each subsequent meal:

# \$11.75

This shall only apply within the "local areas" as described in Article 29.15.

**43.5** Meal Displacement Penalty - A meal penalty payment shall be paid when a meal period is not scheduled, assigned or received within the respective time limits of Articles 43.2, 43.3 or 43.4.

**43.6** <u>**Ontario**</u> - The penalty referred to in Article 43.5 above shall be equal to one-half (1/2) the employee's basic hourly rate for the duration of the displacement, calculated:

# (a) In the case of an early meal -

From the time the received meal period began, until the earliest time it should have begun under Articles 43.2, 43.3 or 43.4.

# (b) In the case of a late meal -From the latest time that the meal period should have begun under Articles 43.2, 43.3 or 43.4.

# (c) In the case of a meal not received -

From the latest time that the meal period should have begun under Articles 43.2, 43.3 or 43.4, until the end of the tour of duty.

**43.6.1** <u>Saskatoon, Winnipeg, Maritimes</u> - The penalty referred to in Article 43.5 above shall be paid when a meal period is not taken within the designated time frames during the tour of duty. The penalty shall be one half (1/2) hour, for each missed meal, paid at one and one-half (1 ½) times the basic rate. In the case of an employee with an exclusive meal period the additional time worked shall be compensated at the appropriate overtime rate. If an employee with an exclusive sixty (60) minute first meal period is able to take a thirty (30) minute meal, thirty (30) minutes shall be paid at the appropriate overtime rate in addition to the penalty.

**43.7** Normally, an employee will be expected to take their meal period. Except in extenuating circumstances, a meal displacement penalty will not be paid unless the same has had prior approval by the employee's appropriate Management Supervisor, or by any other person authorized to approve a meal displacement penalty.

**43.8** In all cases of meal displacement, a minimum of one-quarter (1/4) hour shall apply.

**43.9** There shall be no compounding of meal displacement penalty.

**43.10** The time paid in respect of meal displacements under Article 43 shall not be used in calculating turnaround on the next tour of duty.

# **ARTICLE 44**

# **General Salary Provisions**

**44.1** Employees shall be paid according to the salary scale applicable to the classification to which they are assigned, with credit for years of service within the classification and any credit for industry experience recognized by the Employer at the time of hiring.

**44.2** It is understood that recognition of industry experience, the granting of merit increases in salary, and the provisions of any additional benefits to an employee are matters for the sole discretion of the Employer.

**44.3** The salary scales set forth in Article 49 are minimum.

**44.4** Progression up the salary scale within each classification shall automatically occur on the first (1st) day of the month following the employee's anniversary date of employment, unless the employee's performance has been determined to be unsatisfactory. When determining whether an employee's performance has been unsatisfactory, the Employer's determination shall be made in a bona fide and non-discriminatory manner. An employee who has been denied a salary progression increase because of unsatisfactory performance may file a grievance pursuant to Article 11 of this agreement.

**44.5** Where an employee is promoted into a higher paid job classification, they shall immediately move into the higher salary scale and shall receive a salary increase which is at least equal to the value of one (1) full increment in their former job classification. The employee's anniversary date for the purpose of Article 48.4 shall thereafter be the date the employee has been moved to the higher classification.

**44.6** Approximately fifty percent (50%) of the employee's normal net, basic monthly salary will be paid on the 15th day of each month. Should the 15th day be a non-banking day, it will be paid on the last previous legal banking day. The balance of money earned for that month will be paid on the last legal banking day of that month.

**44.7** Employees shall complete their time sheets at such times and on such forms as prescribed from time to time by the Employer. Time sheets shall not be altered so as to reduce the employee's pay claim without the Employer informing the employee of the reason therefore, and any alterations may be subject to grievance.

# 44.8

(a) In order to ensure prompt payment, time sheets (including overtime, premiums and penalties) for each work week shall be delivered to the Employer no later than the following Wednesday. Exceptions to this are those employees whose tour of duty does not coincide with this time limit.

(b) The Employer reserves the right to refuse to pay a claim for payments referred to herein, where the employee has not filed their time sheets within the time period as set forth in Article 44.8 (a) above.

(c) Prior to invoking article 48.8 (b), the Employer will have previously warned an employee in writing on at least one (1) occasion of the requirement to deliver time sheets within the time period required by Article 48.8 (a).

**44.9** For the purposes of computing an employee's basic hourly rate, their monthly salary shall be divided by 173.3.

**44.10** Part-time and temporary employees who do not qualify for employee benefits (Article 23 and/or Appendix A) shall receive \$0.60 for each hour worked in lieu of benefits: which amount shall not to be added to the employee's basic hourly rate provided, however, that the Long Term Disability Plan (LTD) and, the Pension Plan (subject to the Pensions Benefits Standards Act) shall apply to part-time employees. The LTD plan in respect of a work-related injury only shall apply to temporary employees. The Pension Plan (subject to the Pensions Benefits Standards Act) shall apply to temporary employees. For insured employee benefits purposes, a part-time employee accepting a temporary position shall maintain their insured employee benefits.

# ARTICLE 45 Salary Scales

#### **Ontario Salary Scales**

Start - Editorial Assistant (junior)

|        | Aug 1/20 | Aug 1/20 | Aug 1/21 | Aug 1/21 | Aug 1/22 | Aug 1/22 |
|--------|----------|----------|----------|----------|----------|----------|
| Level  | Annual   | Hourly   | Annual   | Hourly   | Annual   | Hourly   |
| Year 1 | \$35,840 | \$17.23  | \$36,198 | \$17.40  | \$36,741 | \$17.66  |
| Year 2 | \$36,557 | \$17.58  | \$36,922 | \$17.75  | \$37,476 | \$18.02  |
| Year 3 | \$37,288 | \$17.93  | \$37,661 | \$18.11  | \$38,225 | \$18.38  |

Group 1 - Technical Operator, Junior Reporter, Editorial Assistant, Librarian, Make Up Artist, Production Assistant, Writer Online Journalist, Content Coordinators,

|        | Aug 1/20 | Aug 1/20 | Aug 1/21 | Aug 1/21 | Aug 1/22 | Aug 1/22 |
|--------|----------|----------|----------|----------|----------|----------|
| Level  | Annual   | Hourly   | Annual   | Hourly   | Annual   | Hourly   |
| Year 1 | \$45,807 | \$22.02  | \$46,265 | \$22.24  | \$46,959 | \$22.58  |
| Year 2 | \$46,723 | \$22.46  | \$47,191 | \$22.69  | \$47,898 | \$23.03  |
| Year 3 | \$47,658 | \$22.91  | \$48,134 | \$23.14  | \$48,856 | \$23.49  |
| Year 4 | \$48,611 | \$23.37  | \$49,097 | \$23.60  | \$49,834 | \$23.96  |
| Year 5 | \$49,583 | \$23.84  | \$50,079 | \$24.08  | \$50,830 | \$24.44  |
| Year 6 | \$50,575 | \$24.31  | \$51,081 | \$24.56  | \$51,847 | \$24.93  |
| Year 7 | \$51,586 | \$24.80  | \$52,102 | \$25.05  | \$52,884 | \$25.42  |
| Year 8 | \$52,618 | \$25.30  | \$53,144 | \$25.55  | \$53,941 | \$25.93  |
| Year 9 | \$53,670 | \$25.80  | \$54,207 | \$26.06  | \$55,020 | \$26.45  |

Group 2 - Technical/Allifilates Coordinator, Production Coordinator, Assignment Coordinator, ENG Camera,

ENG Editor, Associate Producer, Graphics Artist, Traffic Reporter, Line Up Writer, National Online Journalist, Copy Editor

| Level  | Aug 1/20 | Aug 1/20 | Aug 1/21 | Aug 1/21 | Aug 1/22 | Aug 1/22 |
|--------|----------|----------|----------|----------|----------|----------|
|        | Annual   | Hourly   | Annual   | Hourly   | Annual   | Hourly   |
| Year 1 | \$60,868 | \$29.26  | \$61,477 | \$29.56  | \$62,399 | \$30.00  |
| Year 2 | \$62,110 | \$29.86  | \$62,731 | \$30.16  | \$63,672 | \$30.61  |
| Year 3 | \$63,378 | \$30.47  | \$64,012 | \$30.78  | \$64,972 | \$31.24  |

| Year 4 | \$64,646 | \$31.08 | \$65,292 | \$31.39 | \$66,272 | \$31.86 |
|--------|----------|---------|----------|---------|----------|---------|
| Year 5 | \$65,939 | \$31.70 | \$66,598 | \$32.02 | \$67,597 | \$32.50 |
| Year 6 | \$67,257 | \$32.34 | \$67,930 | \$32.66 | \$68,949 | \$33.15 |
| Year 7 | \$68,603 | \$32.98 | \$69,289 | \$33.31 | \$70,328 | \$33.81 |
| Year 8 | \$69,975 | \$33.64 | \$70,674 | \$33.98 | \$71,735 | \$34.49 |

Group 3 - Reporter, Director, ENG Camera/Editor, Producer, Field Producer, Videojournalist,

|--|

| Level  | Aug 1/20 | Aug 1/20 | Aug 1/21 | Aug 1/21 | Aug 1/22 | Aug 1/22 |
|--------|----------|----------|----------|----------|----------|----------|
|        | Annual   | Hourly   | Annual   | Hourly   | Annual   | Hourly   |
| Year 1 | \$67,082 | \$32.25  | \$67,753 | \$32.57  | \$68,769 | \$33.06  |
| Year 2 | \$68,424 | \$32.90  | \$69,108 | \$33.22  | \$70,144 | \$33.72  |
| Year 3 | \$69,792 | \$33.55  | \$70,490 | \$33.89  | \$71,547 | \$34.40  |
| Year 4 | \$71,188 | \$34.22  | \$71,900 | \$34.57  | \$72,978 | \$35.09  |
| Year 5 | \$72,612 | \$34.91  | \$73,338 | \$35.26  | \$74,438 | \$35.79  |
| Year 6 | \$74,064 | \$35.61  | \$74,805 | \$35.96  | \$75,927 | \$36.50  |

#### Group 4 - Digital Broadcast Journalist, ENG Digital Technican, Show Producer

|        | Aug 1/20 | Aug 1/20 | Aug 1/21 | Aug 1/21 | Aug 1/22          | Aug 1/22 |
|--------|----------|----------|----------|----------|-------------------|----------|
| Level  | Annual   | Hourly   | Annual   | Hourly   | Annual            | Hourly   |
| Year 1 | \$72,530 | \$34.87  | \$73,255 | \$35.22  | \$74,354          | \$35.75  |
| Year 2 | \$73,980 | \$35.57  | \$74,720 | \$35.92  | \$75,841          | \$36.46  |
| Year 3 | \$75,460 | \$36.28  | \$76,215 | \$36.64  | \$77 <i>,</i> 358 | \$37.19  |
| Year 4 | \$76,969 | \$37.00  | \$77,739 | \$37.37  | \$78,905          | \$37.94  |
| Year 5 | \$78,509 | \$37.74  | \$79,294 | \$38.12  | \$80,483          | \$38.69  |
| Year 6 | \$80,079 | \$38.50  | \$80,880 | \$38.88  | \$82,093          | \$39.47  |

#### Group 5 - Sr Digital Broadcast Journalist, Sr ENG Digital Technician

|        | Aug 1/20 | Aug 1/20 | Aug 1/21          | Aug 1/21 | Aug 1/22 | Aug 1/22 |
|--------|----------|----------|-------------------|----------|----------|----------|
| Level  | Annual   | Hourly   | Annual            | Hourly   | Annual   | Hourly   |
| Year 1 | \$76,881 | \$36.96  | \$77 <i>,</i> 650 | \$37.33  | \$78,815 | \$37.89  |
| Year 2 | \$78,418 | \$37.70  | \$79,203          | \$38.08  | \$80,391 | \$38.65  |
| Year 3 | \$79,987 | \$38.46  | \$80,787          | \$38.84  | \$81,999 | \$39.42  |
| Year 4 | \$81,587 | \$39.22  | \$82,403          | \$39.62  | \$83,639 | \$40.21  |
| Year 5 | \$83,219 | \$40.01  | \$84,051          | \$40.41  | \$85,312 | \$41.02  |
| Year 6 | \$84,883 | \$40.81  | \$85,732          | \$41.22  | \$87,018 | \$41.84  |

### Winnipeg Salary Scales

# Group 1 - Receptionist, Sales Coordinator

|        | Aug 1/20 | Aug 1/20 | Aug 1/21 | Aug 1/21 | Aug 1/22 | Aug 1/22 |
|--------|----------|----------|----------|----------|----------|----------|
| Level  | Annual   | Hourly   | Annual   | Hourly   | Annual   | Hourly   |
| Year 1 | \$33,921 | \$16.31  | \$34,260 | \$16.47  | \$34,774 | \$16.72  |
| Year 2 | \$34,600 | \$16.63  | \$34,946 | \$16.80  | \$35,470 | \$17.05  |
| Year 3 | \$35,292 | \$16.97  | \$35,645 | \$17.14  | \$36,179 | \$17.39  |

| Year 4 | \$35,998 | \$17.31 | \$36,357 | \$17.48 | \$36,903 | \$17.74 |
|--------|----------|---------|----------|---------|----------|---------|
| Year 5 | \$36,717 | \$17.65 | \$37,085 | \$17.83 | \$37,641 | \$18.10 |
| Year 6 | \$37,452 | \$18.01 | \$37,826 | \$18.19 | \$38,394 | \$18.46 |

#### Group 2 - Writer/Producer, ENG Editor

|        | Aug 1/20 | Aug 1/20 | Aug 1/21 | Aug 1/21 | Aug 1/22 | Aug 1/22 |
|--------|----------|----------|----------|----------|----------|----------|
| Level  | Annual   | Hourly   | Annual   | Hourly   | Annual   | Hourly   |
| Year 1 | \$34,989 | \$16.82  | \$35,339 | \$16.99  | \$35,869 | \$17.24  |
| Year 2 | \$35,688 | \$17.16  | \$36,045 | \$17.33  | \$36,586 | \$17.59  |
| Year 3 | \$36,402 | \$17.50  | \$36,766 | \$17.68  | \$37,318 | \$17.94  |
| Year 4 | \$37,130 | \$17.85  | \$37,502 | \$18.03  | \$38,064 | \$18.30  |
| Year 5 | \$37,873 | \$18.21  | \$38,252 | \$18.39  | \$38,825 | \$18.67  |
| Year 6 | \$38,630 | \$18.57  | \$39,017 | \$18.76  | \$39,602 | \$19.04  |

Group 3 - Producer/Director, Production Editor, Reporter/Anchor, Anchor/Reporter, ENG Camera/Editor, Design Editor

|        | Aug 1/20 | Aug 1/20 | Aug 1/21 | Aug 1/21 | Aug 1/22 | Aug 1/22 |
|--------|----------|----------|----------|----------|----------|----------|
| Level  | Annual   | Hourly   | Annual   | Hourly   | Annual   | Hourly   |
| Year 1 | \$37,306 | \$17.94  | \$37,679 | \$18.11  | \$38,244 | \$18.39  |
| Year 2 | \$38,052 | \$18.29  | \$38,433 | \$18.48  | \$39,009 | \$18.75  |
| Year 3 | \$38,813 | \$18.66  | \$39,201 | \$18.85  | \$39,789 | \$19.13  |
| Year 4 | \$39,590 | \$19.03  | \$39,985 | \$19.22  | \$40,585 | \$19.51  |
| Year 5 | \$40,381 | \$19.41  | \$40,785 | \$19.61  | \$41,397 | \$19.90  |
| Year 6 | \$41,189 | \$19.80  | \$41,601 | \$20.00  | \$42,225 | \$20.30  |

#### Group 4 - Technical Producer, Digital Broadcast Journalist, Online Producer, News Producer,

| ENG/EFP Camera Supervisor, ENG Dig | ital Technician, Electronics | s Technician, Community Producer |
|------------------------------------|------------------------------|----------------------------------|
|------------------------------------|------------------------------|----------------------------------|

|        |          | ,        | <u> </u> |          | , ,      |          |
|--------|----------|----------|----------|----------|----------|----------|
|        | Aug 1/20 | Aug 1/20 | Aug 1/21 | Aug 1/21 | Aug 1/22 | Aug 1/22 |
| Level  | Annual   | Hourly   | Annual   | Hourly   | Annual   | Hourly   |
| Year 1 | \$41,237 | \$19.83  | \$41,650 | \$20.02  | \$42,274 | \$20.32  |
| Year 2 | \$42,062 | \$20.22  | \$42,483 | \$20.42  | \$43,120 | \$20.73  |
| Year 3 | \$42,903 | \$20.63  | \$43,332 | \$20.83  | \$43,982 | \$21.15  |
| Year 4 | \$43,762 | \$21.04  | \$44,199 | \$21.25  | \$44,862 | \$21.57  |
| Year 5 | \$44,636 | \$21.46  | \$45,083 | \$21.67  | \$45,759 | \$22.00  |
| Year 6 | \$45,529 | \$21.89  | \$45,984 | \$22.11  | \$46,674 | \$22.44  |

#### Group 5 - Sr Digital Broadcast Journalist, Sr ENG Digital Technician, Sr Electronics Technician, System Analyst

|        | Aug 1/20 | Aug 1/20 | Aug 1/21 | Aug 1/21 | Aug 1/22 | Aug 1/22 |
|--------|----------|----------|----------|----------|----------|----------|
| Level  | Annual   | Hourly   | Annual   | Hourly   | Annual   | Hourly   |
| Year 1 | \$47,113 | \$22.65  | \$47,584 | \$22.88  | \$48,298 | \$23.22  |
| Year 2 | \$48,055 | \$23.10  | \$48,536 | \$23.33  | \$49,264 | \$23.68  |
| Year 3 | \$49,016 | \$23.57  | \$49,506 | \$23.80  | \$50,249 | \$24.16  |
| Year 4 | \$49,996 | \$24.04  | \$50,496 | \$24.28  | \$51,254 | \$24.64  |
| Year 5 | \$50,996 | \$24.52  | \$51,506 | \$24.76  | \$52,279 | \$25.13  |
| Year 6 | \$52,016 | \$25.01  | \$52,536 | \$25.26  | \$53,324 | \$25.64  |

#### Radio News Group – Radio Anchor, Radio Reporter

|        | Aug 1/20 | Aug 1/20 | Aug 1/21 | Aug 1/21 | Aug 1/22 | Aug 1/22 |
|--------|----------|----------|----------|----------|----------|----------|
| Level  | Annual   | Hourly   | Annual   | Hourly   | Annual   | Hourly   |
| Year 1 | \$36,574 | \$17.58  | \$36,940 | \$17.76  | \$37,494 | \$18.03  |
| Year 2 | \$37,305 | \$17.94  | \$37,678 | \$18.11  | \$38,243 | \$18.39  |
| Year 3 | \$38,052 | \$18.29  | \$38,433 | \$18.48  | \$39,009 | \$18.75  |
| Year 4 | \$38,813 | \$18.66  | \$39,201 | \$18.85  | \$39,789 | \$19.13  |
| Year 5 | \$39,589 | \$19.03  | \$39,985 | \$19.22  | \$40,585 | \$19.51  |
| Year 6 | \$40,381 | \$19.41  | \$40,785 | \$19.61  | \$41,397 | \$19.90  |

#### Group 2 - ENG Camera, ENG Editor, Reporter, Production Writer/Producer

|        | Aug 1/20 | Aug 1/20 | Aug 1/21 | Aug 1/21 | Aug 1/22 | Aug 1/22 |
|--------|----------|----------|----------|----------|----------|----------|
| Level  | Annual   | Hourly   | Annual   | Hourly   | Annual   | Hourly   |
| Year 1 | \$35,415 | \$17.03  | \$35,769 | \$17.20  | \$36,306 | \$17.45  |
| Year 2 | \$36,123 | \$17.37  | \$36,485 | \$17.54  | \$37,032 | \$17.80  |
| Year 3 | \$36,846 | \$17.71  | \$37,214 | \$17.89  | \$37,773 | \$18.16  |
| Year 4 | \$37,583 | \$18.07  | \$37,959 | \$18.25  | \$38,528 | \$18.52  |
| Year 5 | \$38,335 | \$18.43  | \$38,718 | \$18.61  | \$39,299 | \$18.89  |
| Year 6 | \$39,101 | \$18.80  | \$39,492 | \$18.99  | \$40,085 | \$19.27  |

Group 3 - ENG Camera/Editor, Reporter/Anchor, Videojournalist, Anchor/Reporter, Production Editor

|        | Aug 1/20 | Aug 1/20 | Aug 1/21 | Aug 1/21 | Aug 1/22 | Aug 1/22 |
|--------|----------|----------|----------|----------|----------|----------|
| Level  | Annual   | Hourly   | Annual   | Hourly   | Annual   | Hourly   |
| Year 1 | \$38,615 | \$18.56  | \$39,001 | \$18.75  | \$39,586 | \$19.03  |
| Year 2 | \$39,387 | \$18.94  | \$39,781 | \$19.13  | \$40,378 | \$19.41  |
| Year 3 | \$40,175 | \$19.31  | \$40,577 | \$19.51  | \$41,186 | \$19.80  |
| Year 4 | \$40,979 | \$19.70  | \$41,388 | \$19.90  | \$42,009 | \$20.20  |
| Year 5 | \$41,798 | \$20.10  | \$42,216 | \$20.30  | \$42,849 | \$20.60  |
| Year 6 | \$42,634 | \$20.50  | \$43,061 | \$20.70  | \$43,706 | \$21.01  |

Group 4 - Electronics Technician, Online Producer, News Producer, Digital Broadcast Journalist,

| ENG Digita | l Technician   | Technical | Producer   | Assignment Editor  |
|------------|----------------|-----------|------------|--------------------|
|            | i i ceimician, | reenneur  | i louucei, | / USUBILITE Laitor |

|        | Aug 1/20 | Aug 1/20 | Aug 1/21 | Aug 1/21 | Aug 1/22 | Aug 1/22 |  |  |
|--------|----------|----------|----------|----------|----------|----------|--|--|
| Level  | Annual   | Hourly   | Annual   | Hourly   | Annual   | Hourly   |  |  |
| Year 1 | \$40,476 | \$19.46  | \$40,880 | \$19.65  | \$41,494 | \$19.95  |  |  |
| Year 2 | \$41,285 | \$19.85  | \$41,698 | \$20.05  | \$42,324 | \$20.35  |  |  |
| Year 3 | \$42,111 | \$20.25  | \$42,532 | \$20.45  | \$43,170 | \$20.75  |  |  |
| Year 4 | \$42,953 | \$20.65  | \$43,383 | \$20.86  | \$44,033 | \$21.17  |  |  |
| Year 5 | \$43,812 | \$21.06  | \$44,250 | \$21.27  | \$44,914 | \$21.59  |  |  |
| Year 6 | \$44,688 | \$21.48  | \$45,135 | \$21.70  | \$45,812 | \$22.02  |  |  |

|        | Aug 1/20 | Aug 1/20 | Aug 1/21 | Aug 1/21 | Aug 1/22 | Aug 1/22 |
|--------|----------|----------|----------|----------|----------|----------|
| Level  | Annual   | Hourly   | Annual   | Hourly   | Annual   | Hourly   |
| Year 1 | \$44,828 | \$21.55  | \$45,276 | \$21.77  | \$45,955 | \$22.09  |

| Year 2 | \$45,725 | \$21.98 | \$46,182 | \$22.20 | \$46,874 | \$22.54 |
|--------|----------|---------|----------|---------|----------|---------|
| Year 3 | \$46,638 | \$22.42 | \$47,105 | \$22.65 | \$47,811 | \$22.99 |
| Year 4 | \$47,572 | \$22.87 | \$48,048 | \$23.10 | \$48,768 | \$23.45 |
| Year 5 | \$48,523 | \$23.33 | \$49,008 | \$23.56 | \$49,743 | \$23.92 |
| Year 6 | \$49,493 | \$23.79 | \$49,988 | \$24.03 | \$50,738 | \$24.39 |

#### **Maritimes Salary Scales**

Group 1 - Sales Coordinator, Program Coordinator, Writer/Production Assistant, ENG Editor, ENG Camera

|        | Aug 1/20 | Aug 1/20 | Aug 1/21 | Aug 1/21 | Aug 1/22 | Aug 1/22 |
|--------|----------|----------|----------|----------|----------|----------|
| Level  | Annual   | Hourly   | Annual   | Hourly   | Annual   | Hourly   |
| Year 1 | \$38,266 | \$18.40  | \$38,649 | \$18.58  | \$39,228 | \$18.86  |
| Year 2 | \$39,031 | \$18.76  | \$39,421 | \$18.95  | \$40,012 | \$19.24  |
| Year 3 | \$39,811 | \$19.14  | \$40,210 | \$19.33  | \$40,813 | \$19.62  |
| Year 4 | \$40,608 | \$19.52  | \$41,014 | \$19.72  | \$41,629 | \$20.01  |
| Year 5 | \$41,420 | \$19.91  | \$41,834 | \$20.11  | \$42,461 | \$20.41  |
| Year 6 | \$42,249 | \$20.31  | \$42,671 | \$20.51  | \$43,311 | \$20.82  |

Group 2 - Reporter, Non-Linear Production Editor, EFP Camera, ENG Operator

|        | Aug 1/20 | Aug 1/20 | Aug 1/21 | Aug 1/21 | Aug 1/22 | Aug 1/22 |
|--------|----------|----------|----------|----------|----------|----------|
| Level  | Annual   | Hourly   | Annual   | Hourly   | Annual   | Hourly   |
| Year 1 | \$42,188 | \$20.28  | \$42,610 | \$20.49  | \$43,249 | \$20.79  |
| Year 2 | \$43,032 | \$20.69  | \$43,462 | \$20.90  | \$44,114 | \$21.21  |
| Year 3 | \$43,892 | \$21.10  | \$44,331 | \$21.31  | \$44,996 | \$21.63  |
| Year 4 | \$44,771 | \$21.52  | \$45,218 | \$21.74  | \$45,897 | \$22.07  |
| Year 5 | \$45,666 | \$21.95  | \$46,123 | \$22.17  | \$46,814 | \$22.51  |
| Year 6 | \$46,580 | \$22.39  | \$47,045 | \$22.62  | \$47,751 | \$22.96  |

Group 3 - Videojournalist, ENG Camera/Editor, Anchor/Producer, Assignment Editor, Production Editor, Engineering Tech, SNG Truck

Operator

|        | Aug 1/20 | Aug 1/20 | Aug 1/21 | Aug 1/21 | Aug 1/22 | Aug 1/22 |
|--------|----------|----------|----------|----------|----------|----------|
| Level  | Annual   | Hourly   | Annual   | Hourly   | Annual   | Hourly   |
| Year 1 | \$46,045 | \$22.14  | \$46,506 | \$22.36  | \$47,204 | \$22.69  |
| Year 2 | \$46,967 | \$22.58  | \$47,436 | \$22.81  | \$48,148 | \$23.15  |
| Year 3 | \$47,906 | \$23.03  | \$48,385 | \$23.26  | \$49,111 | \$23.61  |
| Year 4 | \$48,864 | \$23.49  | \$49,352 | \$23.73  | \$50,093 | \$24.08  |
| Year 5 | \$49,841 | \$23.96  | \$50,340 | \$24.20  | \$51,095 | \$24.56  |
| Year 6 | \$50,838 | \$24.44  | \$51,346 | \$24.69  | \$52,116 | \$25.06  |

#### Producer/Director, Show Producer, Technical Producer, Online Web

Producer

|        | Aug 1/20 | Aug 1/20 | Aug 1/21 | Aug 1/21 | Aug 1/22 | Aug 1/22 |
|--------|----------|----------|----------|----------|----------|----------|
| Level  | Annual   | Hourly   | Annual   | Hourly   | Annual   | Hourly   |
| Year 1 | \$49,785 | \$23.94  | \$50,283 | \$24.17  | \$51,037 | \$24.54  |
| Year 2 | \$50,780 | \$24.41  | \$51,288 | \$24.66  | \$52,058 | \$25.03  |
| Year 3 | \$51,796 | \$24.90  | \$52,314 | \$25.15  | \$53,099 | \$25.53  |
| Year 4 | \$52,832 | \$25.40  | \$53,360 | \$25.65  | \$54,160 | \$26.04  |
| Year 5 | \$53,888 | \$25.91  | \$54,427 | \$26.17  | \$55,243 | \$26.56  |
| Year 6 | \$54,966 | \$26.43  | \$55,516 | \$26.69  | \$56,348 | \$27.09  |

#### Group 5 - Sr Digital Broadcast Journalist, Sr ENG Digital Technician, Sr Electronics Technician

|        | Aug 1/20 | Aug 1/20 | Aug 1/21 | Aug 1/21 | Aug 1/22 | Aug 1/22 |
|--------|----------|----------|----------|----------|----------|----------|
| Level  | Annual   | Hourly   | Annual   | Hourly   | Annual   | Hourly   |
| Year 1 | \$56,065 | \$26.95  | \$56,626 | \$27.22  | \$57,475 | \$27.63  |
| Year 2 | \$57,186 | \$27.49  | \$57,758 | \$27.77  | \$58,625 | \$28.18  |
| Year 3 | \$58,330 | \$28.04  | \$58,914 | \$28.32  | \$59,797 | \$28.75  |
| Year 4 | \$59,497 | \$28.60  | \$60,092 | \$28.89  | \$60,993 | \$29.32  |
| Year 5 | \$60,687 | \$29.18  | \$61,294 | \$29.47  | \$62,213 | \$29.91  |
| Year 6 | \$62,365 | \$29.98  | \$62,989 | \$30.28  | \$63,934 | \$30.74  |

#### General Wage Increase:

| Upon Ratification | \$800 Full Time \$400 Part Time |
|-------------------|---------------------------------|
| August 1, 2021    | 1.0%                            |
| August 1, 2022    | 1.5%                            |

### ARTICLE 46 Senior Designation Qualifications

**46.1 Merit level** - A Senior designation may be earned by any employee by reaching the stated criteria through the process provided herein. A senior designation shall be considered as "merit". It is understood by the parties that these positions are not vacant and are not posted. The company reserves the right to determine the number of senior designations that are awarded each year.

It is understood that priority will be given to Group 4 employees. The company will consider a Senior Designation within other classification groups for those employees who have long term service with the company and possess the qualities outlined in the senior designation criteria.

**46.2 Merit Criteria** - In order for an employee to be considered for a merit classification, it is understood that a candidate must excel on all of the following criteria. Conclusions should be supported with examples. Areas where the employee falls short of expectations should be discussed and suggestions for improvement should be made.

1. **Core Competency and Technical Knowledge** - the employee demonstrates an in-depth knowledge of the job; keeps up-to-date of new and changing technologies or methods of work.

- 2. Work Performance the employee excels in the performance of their job duties. Work performance is consistently at a high level in terms of quality, accuracy and level of output. The employee is relied on by others to perform work which is error free with minimal guidance or instruction.
- 3. **Problem Solving skills** The employee readily accepts assignments or tasks of a challenging nature and consistently meets objectives. Strong comprehension of obstacles, consequences and alternatives is demonstrated. The employee overcomes obstacles in a constructive manner and work is completed without difficulty.
- 4. **Good Role Model** -The employee is able to encourage others through their own performance. They are respected by their peers and may provide guidance to others on the completion of tasks and maintenance of standards or productivity.
- 5. Ability to Evolve and Grow –Employee has adjusted professionally to changing priorities and objectives. Willingness to accept new challenges and acquire new skills required to meet organizational objectives have been demonstrated. The employee implements new approaches or practices to improve quality or productivity.
- 6. **Leadership** The employee takes the lead in completing tasks, assignments or projects. The employee supports the work of others through constructive advice and/or suggestions. The employee is respected for leadership role.
- 7. **Ability and Willingness to Train** The employee provides guidance and advice to others in their area of expertise and when requested demonstrates techniques, skills, and tasks to others. May provide formal training to employees to ensure work is completed to standard.
- 8. Interpersonal Skills The employee is able to discuss and exchange ideas and suggestions with tact in order to encourage teamwork and accomplish work. The employee demonstrates an ability to work cooperatively with others in the achievement of objectives on time and to high standard of quality and output.
- 9. Accountability, Commitment, Punctuality, and Attendance The employee is consistently dependable in terms of attendance and approach to work. The employee contributes to the success of the department by consistently completing work assignments on time and frequently with above standard results. The employee may support the organizational objectives of employees in other departments through a cooperative work approach
- 10. **Positive Attitude** Ideas and suggestions are readily exchanged with others. The employee is dependable, demonstrates a positive attitude and is routinely helpful to others.

**46.3 Merit Process** - An employee who wishes to be considered for a merit classification in accordance with the article, will put their request in writing, including a document supporting the merit application with qualifications for each of the criteria. This request must be submitted to their manager in the month of January. Upon receiving the request, the manager will convene a meeting with the employee for the purpose of discussing expectations and timelines for completing the process.

By March 1st, the Manager will review the employee's application and may discuss with the employee their qualifications.

If the employee's request is successful the employee shall receive a senior designation and a merit increase commensurate with the operational requirements of the Employer and the role performed by the employee for the Employer. The minimum merit increase shall be the equivalent of two-percent (2%) on base salary.

If the employee's request is denied, the manager will meet with the employee to provide an explanation of how the employee fell short of criteria expectation. An employee who has been unsuccessful in their application may reapply a year after their initial application. It is agreed that the failure to qualify for Senior designation will not be the subject of a grievance; however, the failure to follow the process may be a subject to a grievance.

The timelines may be extended by mutual consent.

**46.4** It is agreed and understood that in order to be successful the employee requesting a merit promotion in accordance with this article will continue to meet and sustain the above stated ten (10) criteria.

# **ARTICLE 47**

# **Training and Education**

**47.1** The parties agree that learning and professional development are fundamental to the growth and sustainability of the Company's operations and the attainment by employees of their work potential. It is acknowledged that it is the responsibility of the Company to ensure that there is opportunity and support for the development of skills needed by employees to perform their jobs. It is further acknowledged that it is the responsibility of themselves to training opportunities and to apply their skills to present and changing work requirements.

**47.2** Therefore the Company commits to provide reasonable training when; it is a job requirement, in order to encourage employees to develop their skills and improve their job performance, and when the following occurs;

- a) during the implementation of new operating systems/software developments;
- b) orientation to a new position;
- c) career development in line with business requirements;
- d) skill development in line with business requirements;
- e) introduction of new equipment.

**47.3** With respect to employee career and skills development the Company will assess and prioritize training opportunities annually for interested applicants based on the needs of the business. Applicants will be evaluated on;

- a) a demonstrated willingness to learn and apply new skills to their jobs;
- b) takes on new challenges in the completion of work assignments
- c) frequently performs their present work assignment above standard

The Company reserves the right to determine the number of training opportunities available each fiscal year. An employee's application for training will not be unreasonably withheld; however, requests will be subject to operational requirements.

Attending training and educational courses:

**47.4** Where an employee is required by the Employer to attend training or an educational course, the following shall apply:

- a) if the training is attended on the employee's scheduled day of work, the employee shall not suffer a loss of regular pay as a result of attending;
- b) if the training is attended on the employee's scheduled day off, an employee shall be given equivalent time off.

**47.5** No overtime or penalties or premiums shall be paid where an employee is absent from work in accordance with this article.

**47.6** Where an employee attends training or an educational course on their scheduled day off of their own volition, Article .4 (b) shall not apply.

**47.7** An employee shall be reimbursed for all expenses incurred under Article .4, including course material, meals and travel which are to be approved in advance.

**47.8** Personal Development - The Company encourages all employees to expand their knowledge through either formal education or special courses and seminars. The company will reimburse an employee for the cost of the program, providing that:

- a) The course, seminar or continuing education program must be approved in advance and must relate to the job classification of the employee, or directly further the employee's advancement within the company.
- b) The course, seminar or continuing education program must be successfully completed and the Company provided with a detailed receipt of expenses, certificate of achievement or diploma and course marks.
- c) In the event the employee voluntarily resigns from their position with the Company following completion of the said course, seminar or continuing education program, the employee will be required to pay back the amount paid by the Company based on the following schedule:

| Cost                  | Period from End of Course to<br>Resignation       | Repayment   |
|-----------------------|---|---|
| Under<br>\$3,000.00   | a) Within one (1) year                            | Prorated each month over<br>twelve (12)<br>months |
| \$3,000.00 or<br>more | a) Within one (1) year<br>b) Within two (2) years | a) 100%<br>b) 50%                                 |

#### **ARTICLE 48**

#### **Duration of Agreement**

This Agreement shall commence on the first day of August 2020 and shall remain in force until July 31, 2022 and shall be renewed automatically from year to year thereafter, unless either party notifies the other by registered mail, not more than four (4) months, and not less than one (1) month immediately prior to the date of expiry, or subsequent anniversary of such dates, of its intention to modify this agreement. In the event such notice is given, the agreement shall continue in full force, until a new agreement is concluded or until the requirements of the Canada Labour Code relating to strike or lockout have been met, whichever occurs first.

In witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized Representatives on this 4<sup>th</sup> day of November, 2020.

| Corus Entertainment | <u>Unifor</u>   |
|---------------------|-----------------|
| Mike Couto          | Liz Marzari     |
| Alex Henderson      | Melanie Zettler |
|                     |                 |
|                     |                 |

### **APPENDIX A**

### PART-TIME AND TEMPORARY EMPLOYEES

All Articles of this Agreement shall apply to part-time and temporary employees, except as follows:

### ARTICLE

- 15 Seniority
- 16 Promotions and Transfers
- 18 Layoffs
- 19 Recall from Lay-Off
- 20 Technological Change
- 21 Sick Leave
- 23 Medical, Group Insurance and Pension Plans
- 25 Jury and Witness Duty
- 26 Severance Pay
- 30 Annual Vacations
- 31 General Holidays
- 32 Work Week/Tour of Duty
- 33 Days Off
- 34 Posting of Schedules
- 35 Change of Schedules
- 36 Overtime Computation
- 37 Work on a Scheduled Day Off
- 39 Call-back and Extended Tour of Duty
- 43 Break and Meal Periods
- 44 General Salary Provisions, except 48.10

The following Articles shall only apply to part-time and temporary employees.

# APPENDIX A ARTICLE 15A PART-TIME AND TEMPORARY SENIORITY

15.01 Seniority is defined as the length of continuous part-time employment with the Company from the date of last hire and shall be based on straight time hours worked.

15.02 Where a part-time employee has been permanently appointed to full-time status they shall be given seniority and service credit for part-time hours worked.

15.03 Part-time employees shall have seniority only within the part-time group of employees.

15.04 Where a part-time employee has not worked for the Company during any consecutive ninety (90) day period, they shall be deemed to be no longer employed by the Company.

15.05 Part-time and temporary employees who have been subsequently hired as full-time staff shall be probationary employees for a minimum period of three (3) months if the hiring is to be for a different job classification than the employee held as a part-time or temporary employee. The minimum probationary period shall be one (1) month if the employee has worked in the same job classification for a minimum of three hundred and forty-six (346) hours. The Employer may extend the probationary period a further three (3) months, and in such event will advise the Local Union of the extension prior to the end of the probationary period.

# APPENDIX A ARTICLE 16A – FULL-TIME AND TEMPORARY FULL-TIME EMPLOYMENT OPPORTUNITIES

16.01 Employees are encouraged to apply for posted full-time temporary and permanent positions. Selection of an individual shall be based upon qualifications established by the Employer. These qualifications may include, core competency and technical knowledge, work performance, problem solving skills, good role model, ability to evolve and grow, leadership, ability and willingness to train, interpersonal skills, accountability, commitment, punctuality and attendance, positive attitude as referenced in Article 48 and other relevant factors. Providing that one or more of the applicants satisfactorily meets or exceeds the qualifications, the Employer shall award the position to the best qualified applicant. Company seniority will be considered when evaluating applicants. When the qualifications of two (2) or more applicants are relatively equal Company seniority shall apply. Employee applicants with more seniority than the successful applicant will be provided with reasons in writing why the Company found them not to be qualified based on the stated qualifications for the job.

16.02 Subject to Section 16.01 above, the Employer shall award the position to the applicant who, in the Employer's opinion, best meets the qualifications established for the position.

16.03 The functions of the Employer in Article 16.01 above shall be exercised in a bona fide manner.

16.04 Where, in the Employer's opinion, there is no applicant who satisfactorily meets the qualifications for the posted position, the Employer may hire from any source.

# APPENDIX A ARTICLE 18A – PART-TIME AND TEMPORARY LAY-OFFS

18.01 Part-time and temporary employees who have completed three (3) consecutive months of employment shall be given two (2) weeks' notice in advance of lay-off or two (2) weeks' pay in lieu thereof, at the Employer's discretion.

# APPENDIX A

### **ARTICLE 21 A – SICK LEAVE**

Regular Part Time and Temporary employees shall be entitled to four (4) sick days per year. Provisions of Article 21.2 to 21.4 are also applicable.

# APPENDIX A ARTICLE 23A – PART-TIME AND TEMPORARY EMPLOYEE BENEFITS

23.01 Part-time and temporary employees will be entitled to enroll in the Company's insured Employee Benefits Plan for part-time and temporary employees subject to the following conditions:

(a) Eligibility for enrolment dates shall be February 1st and August 1st of each year for benefit coverage effective March 1st and September 1st of each year.

(b) A part-time employee must have worked an average of twenty-five (25) hours per week exclusive of overtime hours worked during the preceding three (3) month period prior to February 1st and August 1st of each year (which for the purpose of calculation equals 325 hours).

(c) A part-time employee who is eligible and participates in the Part-Time and Temporary Employee Benefits Plan must be insured for each applicable portion of the benefit program (excluding Optional Life, Optional Dependent Life and Optional AD & D), except a part-time employee may opt out of the Health Care and Dental Care benefits if the part-time employee has similar coverage under their spouse's plan.

(d) A part-time employee who was a participant in the Part-Time and Temporary Employee Benefit Plan will continue to be a participant in the plan provided they have worked no less than an average of twenty (20) hours per week exclusive of overtime hours worked during the preceding six (6) month period prior to February 1st and August 1st of each year (which for the purpose of calculation equals 520 hours).

(e) Vacations, statutory holidays and authorized paid leaves of absence shall be considered as time worked.

(f) A part-time employee covered by the dental care plan shall, by payroll deduction, pay sixty percent (60%) of the premiums applicable to the dental plan.

(g) A part-time employee covered by the extended health care plan shall, by payroll deduction, pay twenty-five percent (25%) of the premiums applicable to the extended health care plan.

(h) A part-time employee covered by the Long Term Disability Plan shall, by payroll deduction, pay one hundred percent (100%) of the premiums applicable to the Long Term Disability Plan.

(i) Subject to paragraphs (f), (g) and (h) hereof, premium costs in respect of the available coverage shall be paid or shared on the same percentage share basis as was the policy in effect at the time of signing this Agreement.

(j) Any conflict between the details set forth in this Agreement and the plans shall be resolved on the basis of the insurers' policies pertaining to the Employer in respect to the plans.

(k) Eligibility for coverage under the plans shall be as set forth in the insurers' policies.

(I) The Company reserves the exclusive right to alter or amend the plans but the same shall not be done without prior consultation with the Union.

Part-time and temporary employees who do not qualify for employee benefits pursuant to this Article 23A, shall be entitled to an hourly payment in lieu of benefits as follows:

From July 31, 2013 - 0.60 cents per hour

provided, however, that the Long Term Disability Plan (LTD); and the Pension Plan (subject to the Pension Benefits Standards Act) shall apply to part-time employees. The LTD plan in respect of a work-related injury only shall apply to temporary employees. The Pension Plan (subject to the Pensions Benefits Standards Act) shall also apply to temporary employees. For insured employee benefit purposes, a part-time employee accepting a temporary position shall maintain their insured employee benefits.

### APPENDIX A ARTICLE 25 A – JURY DUTY

The provisions of Article 25 – Jury Duty shall apply to regular part time employees, however pay for jury duty shall be calculated on the basis of the average employee's daily earnings, exclusive of overtime for the twenty (20) days they have worked immediately preceding jury duty.

# APPENDIX A ARTICLE 30A – PART-TIME AND TEMPORARY ANNUAL VACATIONS

30.01 All employees shall be entitled to and shall receive an annual vacation on the following basis:

(a) After one (1) year, up to and including five (5) consecutive years of employment, two (2) weeks' vacation.

(b) After six (6) consecutive years of employment, three (3) weeks' vacation.

30.02 Vacation pay shall be calculated on the basis of four percent (4%) in the case of employees to whom Article 30.01 (a) applies, and six percent (6%) in the case of employees to whom Article 30.01 (b) applies.

30.03 Vacation pay shall be included within each semi-monthly pay cheque.

30.04 In the event that a statutory holiday occurs during an employee's vacation and the employee has an entitlement to the statutory holiday, one (1) additional day (calculated as in Article 31.03) for each such holiday shall be added to the employee's vacation.

# APPENDIX A ARTICLE 31A – PART-TIME AND TEMPORARY GENERAL HOLIDAYS

31.01 The following shall be paid general holidays:

| New Year's Day                 | Labour Day       |
|--------------------------------|------------------|
| Family Day (Louis Riel Day-MB) | Thanksgiving Day |
| Good Friday                    | Christmas Day    |

| Victoria Day | Boxing Day  |
|--------------|---|
| Canada Day   | Civic Holiday<br>(1 <sup>st</sup> Monday in August) |

Civic Holiday shall be considered the following: (Toronto/Ottawa/Saint John/Winnipeg – 1<sup>st</sup> Monday in August) (Halifax - Natal Day) (Saskatoon -- Civic Day)

Plus any day duly legislated by the Federal Government as a general holiday.

31.02 An employee is not entitled to be paid for a holiday on which they do not work unless they have worked for at least fifteen (15) days during the thirty (30) days immediately preceding the holiday.

31.03 Pay for a holiday shall be calculated on the basis of the average of the employee's daily earnings, exclusive of overtime, for the twenty (20) days they have worked immediately preceding the holiday.

31.04 Subject to any provision of the Canada Labour Code which may provide otherwise, where an employee is required to work on a holiday, and is entitled to be paid therefor, either of the following, as determined by the Employer, shall apply:

(a) Another day shall be substituted for the holiday with pay as calculated pursuant to this Article, or

(b) They shall be paid the holiday pay to which they are entitled plus one and one-half (1 ½) times the basic hourly rate for all hours worked.

31.05 When one of the ten (10) general holidays listed above falls on a Saturday or Sunday, and the day following is proclaimed a general holiday by the Federal authorities, the corresponding weekday(s) proclaimed shall be deemed to be general holiday(s) for the purposes of this Agreement.

31.06 A tour of duty beginning on the eve of a general holiday and continuing into the general holiday shall not be considered as work performed on the general holiday, and a tour of duty beginning on the general holiday and continuing to the day following the general holiday shall be considered as work performed on the general holiday.

# APPENDIX A ARTICLE 32A – PART-TIME AND TEMPORARY WORK WEEK/TOUR OF DUTY

32.01 The minimum scheduled tour of duty for regular part-time and part-time/casual shall be four (4) hours. There shall be no assignment of split shifts.

32.02 Temporary employees shall be scheduled and assigned in accordance with Article 32.

# APPENDIX A ARTICLE 34A – POSTING OF SCHEDULES

34.01 Regular part-time and temporary employees' work schedules clearly showing the daily starting times and finishing times for each scheduled day of work shall be posted no later than 2:00 p.m. on the Friday, two (2) weeks prior to the commencement of the work schedule.

### APPENDIX A ARTICLE 36A – PART-TIME AND TEMPORARY OVERTIME

36.01 It is recognized there are business and operating requirements which may necessitate overtime work being performed. The Employer, however, will not require employees to work an excessive amount of overtime.

36.02 Overtime work shall be compensated for all time worked in excess of eight (8) hours in any tour of duty and forty (40) hours in any week, at one and one-half (1 ½) times the employee's basic hourly rate. Should the hours worked exceed twelve (12) hours in a day time worked in excess of twelve (12) hours will be paid at two (2) times the employee's basic hourly rate.

36.03 All overtime, in order to qualify for overtime compensation, must be authorized or approved in advance by the employee's appropriate Management Supervisor.

36.04 Where overtime claims have been made in sufficient time, payment for overtime shall be made not later than the last pay period of each calendar month following the month in which the overtime was worked. If an error in computation of overtime occurs, it shall be adjusted as soon as possible and in no event later than the next pay period.

# APPENDIX A ARTICLE 43A – PART-TIME AND TEMPORARY BREAK AND MEAL PERIODS

43.01 The existing flexible arrangements whereby employees may take reasonable break periods at appropriate times will continue in effect. The arrangement will not be abused.

43.02 It is recognized that circumstances arise whereby it may be impractical to assign a specific time for a meal period during a tour of duty.

43.03 Employees who are assigned to work eight (8) or more continuous hours during a tour of duty who work all or part of the meal periods referred to in Articles 43.2, 43.3 and 43.4 of the Agreement shall be paid at the appropriate basic hourly rate for all time so worked.

43.04 Ontario employees who are scheduled to work a full tour of duty as described in Article 32 shall be entitled to an inclusive meal of a minimum of thirty (30) minutes. Where an employee is scheduled to work less than the full tour of duty but for more than five (5) hours, they shall receive an exclusive meal period of not less than thirty (30) minutes.

Winnipeg, Saskatoon and Maritime employees who are scheduled to work a full tour of duty shall be entitled to a meal period as described in Article 32. Where an employee is scheduled to work less than a full tour of duty but for more than five (5) hours, they shall receive an exclusive meal period of not less than thirty (30) minutes.

# APPENDIX A ARTICLE 44A – PART-TIME AND TEMPORARY GENERAL SALARY PROVISIONS

44.01 Employees shall be paid according to the salary of the classification to which they are assigned, with credit for years of service within the classification, and any credits for industry experience recognized by the Employer at the time of hiring.

44.02 It is understood that recognition of industry experience, the granting of merit increases in salary matters, and any decision to provide compensation and/or benefits to an employee greater than or in addition to compensation and/or benefits set forth in this Agreement, are matters for the sole discretion of the Employer.

44.03 The salary scales set forth in Article 43 are minimum.

44.04 Progression up the salary schedule within each classification shall automatically occur where the employee's performance has been satisfactory, and shall occur on the first (1<sup>st</sup>) day of the month following the employee's anniversary date of employment. Such progression up the scale shall be based on straight time hours worked.

When determining whether a part-time employee's performance has been unsatisfactory, the Employer's determination shall be made in a bona fide and non-discriminatory manner. A part-time employee who has been denied a salary progression increase because of unsatisfactory performance may file a grievance pursuant to Article 11 of this agreement.

44.05 Approximately fifty percent (50%) of the employee's normal net, basic monthly salary will be paid on the 15th day of each month. Should the 15th day be a non-banking day, it will be paid on the last previous legal banking day. The balance of money earned for that month will be paid on the last legal banking day of the month.

44.06 Employees shall complete their weekly time sheets at such time and on such forms as prescribed from time to time by the Company.

44.07 Time sheets shall not be altered so as to reduce the employee's pay claim without the Employer informing the employee of the reason for the change.

44.08 In order to ensure prompt payment, time sheets (including overtime, premiums and penalties) for each week shall be delivered no later than 12:00 noon on Wednesday of each week to the Employer. Exceptions to this are those employees whose tour of duty does not coincide with this time limit.

44.09 For the purposes of computing an employee's basic hourly rate of basic pay, their monthly salary shall be divided by 173.3.

### Appendix B

### **Anchor Contracts**

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

- a) Nothing in this agreement shall be deemed to prevent the and the Employer from agreeing in writing to an individual contract containing specified terms (including rates) and conditions of employment in excess of the minimum provisions of the Collective Agreement. The terms of the individual contract shall not (as a package) be inferior to the terms of the Collective Agreement. Except as set out herein, an employee entering into an individual contract shall be entitled to the protections of the Collective Agreement.
- b) A copy of any individual contract shall be forwarded to the Unifor National Representative in Toronto 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 Employer and the Employee.
- c) If the Collective Agreement and the personal service contract directly conflict, the Collective Agreement shall apply, however, where the personal employment contract exceeds the terms of the agreement (as a package), or sets terms and conditions of employment where the Collective Agreement is silent, the employment contract shall apply. In addition, where the personal service contract provides for personal services or appearances or altered work practices, those provisions of the individual contract shall govern so long as the terms of paragraph (a) are met.
- 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 Employer seeks to replace or remove an anchor person, the following procedure shall apply;

- a) The Employee affected and the Union shall be informed in writing:
- b) within 10 days of receiving notice, the Employees shall select one of the following options:

(i) to receive the lump sum severance payment 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 per the layoff language.

### Letter of Agreement

### Saskatoon Clothing Allowance

Subject to the following provisions and upon completion of their probationary period full-time "on air" employees shall qualify for a clothing allowance for the purpose of purchasing or acquiring appropriate clothing for each calendar year.

| Reporter/Anchor and Sports Reporter/Anchor | \$60.00 per month |
|--|-------------------|
| Reporter & Videojournalist                 | \$35.00 per month |

Such payments shall be made in January and July of each year. The Employer reserves the right to:

- Designate the business where the employee is to make their purchase.
- To require that receipts for the purchases be submitted to the Employer.

An employee who has been paid for a six (6) month period, and who leaves the employee of the Company before the expiration of the six (6) month period to which the allowance applies, shall have a pro-rated amount deducted from their outstanding remuneration.

# Letter of Agreement

### **Retirement Plan Saskatoon**

1. The Company has implemented a Retirement Plan effective September 1, 1994.

Generally, the plan will embody the following features:

a) The Plan will be a money purchase plan or a form of RRSP plan.

- b) Employees of the Company at the Plan implementation date will have a one-time election to enroll or not enroll in the Plan.
- c) All new employees, as a condition of the employment, will be required to join the Plan.
- d) Employees will become eligible for enrollment after having been employed for one (1) year in the case of a full-time employee and equivalent time worked in the case of a part-time employee.

2. The retirement plan implemented by the Company effective September 1, 1994 will be amended to reflect the following contribution provisions:

- a) Effective January 1, 2004 the contribution of the Company and of the employee will each be four and one-quarter percent (4.25%) of the employee's basic salary, so that the total contributions are eight and one-half percent (8.5%).
- 3. The Plan will not be integrated with the Canada Pension Plan. It will be stacked.

4. An employee will have a one-time direct pay option each year. That is, an employee may once annually contribute a greater amount than his/her normal contribution by payroll deductions.

- 5. Eligibility for coverage and benefits under the Plan shall be as set out in the Plan.
- 6. Employees enrolled in the Retirement Plan shall receive an annual statement of their status in the Plan.

7. The Company retains the sole right to determine the terms and conditions and administration in all other matters with respect to the Plan.

# Letter of Agreement

# **Retirement Plan Winnipeg**

- 1. The Company has implemented a Retirement Plan effective September 1, 1994 Generally, the plan will embody the following features:
  - a) The Plan will be a money purchase plan or a form of RRSP Plan.
  - b) Employees of the Company at the Plan implementation date will have a one-time election to enroll or not control enroll in the Plan.
  - c) All new employees, as a condition of employment, will be required to join the Plan.
  - d) Employees will become eligible for an enrollment after having been employed for one (1) year in the case of a full-time employee and equivalent time worked in the case of a part-time employee.
  - 1. The retirement plan implemented by the Company effective September 1, 1994 will be amended to reflect the following contribution provisions:

- a. Effective ratification the contribution of the Company and of the employee will each be four and one-quarter percent (4.25%) of the employee's basic salary, so that the total contributions are eight and one-half percent (8.50%).
- 2. The Plan will not be integrated with the Canada Pension Plan. It will be stacked.
- 3. An employee will have a one-time pay option each year. That is, an employee may once annually contribute a greater amount than his/her normal contribution by payroll deductions.
- 4. Eligibility for coverage and benefits under the Plan shall be as set out in the Plan.
- 5. Employees enrolled in the Retirement Plan shall receive an annual statement of their status in the Plan.

The Company retains the sole right to determine the term and conditions and administration in all other matters with respect to the Plan.

# Letter of Agreement Defined Contribution Pension Plan for New Hires

Moving forward all eligible employees hired after ratification of the (2016-2019) agreement within the Toronto, Ottawa and Maritimes locations will be admitted to the Defined Contribution *Retirement Plan for Bargaining Unit Employees* plan.

Generally, the plan will embody the following features:

- a) Employees will become eligible for enrollment after having been employed for one (1) year in the case of full-time employee and equivalent time worked in the case of a part-time.
- b) Once eligible, employees must join the Defined Contribution pension plan.
- c) The contribution of the Company and of the employee will each be four and one-quarter (4.25%) of the employee's basic salary, so that the total contributions are eight and half half percent (8.5%).
- d) The Plan will not be integrated with the Canada Pension Plan. It will be stacked.
- e) In addition to required employee contributions, they may contribute a lump sum deposit on a voluntary basis by payroll deduction subject to the tax deduction limits.
- f) No employer contributions will be made in respect of voluntary contributions.
- g) Employees enrolled in the DC Retirement Plan shall receive an annual statement of their status in the Plan.
- h) The Company retains the sole right to determine the term and conditions and administration in all other matters with respect to the Plan.

# Letter of Agreement Independent Persons

It is the intent of the Company to use employees to meet our daily news program requirements. Independent persons will be used in accordance with Article 2.11. On an annual basis the Company will assess the status of those independent persons who are utilized on a more frequent basis, i.e. in excess of 30 days per year.

The parties agree that independent persons shall pay dues to the Union in accordance with the following:

- 1. Once the independent person has invoiced \$10,000 in labour costs, dues will be deducted and remitted on all future labour rates, provided services are continual and ongoing (no break for longer than one year).
- 2. Dues will be based on the provisions of Article 5 of the collective agreement.
- 3. The Company will notify the Union on a quarterly basis of the names of each Independent Persons who has met the \$10,000 threshold of labour charges.

# Letter of Understanding

# Additional Severance

# <u>Layoffs</u>

The parties agree that in the event, pursuant to Article 18, a senior employee is laid off because they are not "best qualified", the Company agrees that such employee will be eligible to receive additional severance when they have forfeited further rights (i.e. bumping, seniority and recall) and accepted layoff, as follows:

# One (1) week of severance pay for each year of service to a maximum of twelve (12) weeks.

This one-time lump sums severance as outlined above will be paid in addition to the existing severance provisions as follows:

An employee who has completed one (1) year of service shall be paid severance pay based on three (3) week's salary for each year of service to a maximum of fifty-two (52) weeks. With respect to incomplete years the severance pay shall be on a pro-rata basis calculated to the nearest month.

During the term of the collective agreement the Company will provide this additional severance for up to twelve (12) full-time bargaining unit members.

# <u>Voluntary</u>

The parties further agree that during the term of the collective agreement the Company may at its discretion provide a special one- time early retirement severance for full time bargaining unit members. The one-time lump sum payment of \$15,000 will be in addition to the existing severance provisions as follows:

An employee who has completed one (1) year of service shall be paid severance pay based on three (3) week's salary for each year of service to a maximum of fifty-two (52) weeks. With respect to incomplete years the severance pay shall be on a pro-rata basis calculated to the nearest month.

To be eligible for this voluntary severance the employee must be a minimum of age 45 and have a minimum of 25 years of service.

Any person with critical skills/experience selected by the Company may have their retirement delayed by six (6) months or until necessary training and backfilling has occurred.

# Letter of Understanding Digital Qualifications

The parties agree that the reference to the Digital classification as it appears through the collective agreement is based on the following criteria:

In order to be considered for a Digital Broadcast Journalist classification, news employees are required to be proficient in at least two (2) core jobs functions related to the classification (ie. Reporting, editing, shooting, producing, writing, etc.) and must regularly demonstrate requisite skills on an ongoing basis. The employee must also demonstrate a heightened sense of editorial responsibility and independence, and possess additional digital dissemination skills and proficiency in creating, and developing content using digital publishing platforms including but not limited to:

- Live blogging
- Social media publishing
- Mobile editing tools

In order to be considered for an ENG Digital Technician classification, news employees are required to be proficient in at least two (2) core jobs functions related to the classification (ie. News gathering, editing, shooting, producing, writing, etc.) and must regularly demonstrate requisite skills on an ongoing basis. The employee must also demonstrate a heightened sense of editorial responsibility and independence and possess additional technical skills including but not limited to:

- Online
- Social Media
- Automated control rooms systems
- Digital laptop editing systems
- Emerging field technologies (ie. FTP, Stream Box, Dejero)

Temporary upgrades will be provided as per Article 41.

The Digital Broadcast Journalist or ENG Digital Technician role will be posted as per normal posting practices.

The Company also commits over the life of this agreement that each newsroom employee who expresses an interest will be provided with feedback and training as required. The first meeting will take place within 1 month of the expression of interest and follow-up meetings happen no less than semi-annually thereafter if requested by the employee.