

# Collective Agreement

Between

CHRO Television, Division of CHUM Ltd  
Pembroke and Ottawa

and

Communications, Energy and Paperworkers  
Union of Canada

Begins:  
12/01/2004

Terminates:  
11/30/2007

08014 (07)

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THIS AGREEMENT executed between:

**CHRO TELEVISION, DIVISION OF CHUM LIMITED**  
Pembroke and Ottawa

Hereinafter referred to as the "Company",

Party of the First Part

and:

**COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA**

Hereinafter referred to as the "Union",

Party of the Second Part,

\*\*\*\*\*

## ARTICLE 1

### Intent

- 1.1** It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting creativity and innovation in broadcasting as well as the utmost cooperation and friendly spirit between the Company and its employees, to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable resolution of grievances. To this end, this Agreement is signed in good faith by the two parties.

- 1.2** It is recognized that the Company operates in a creative and innovative fashion, subject at all times to public judgement and regulatory authority, that creative work carries a creative responsibility and that the unique principles which are a part of the Company's history shall continue in the future, subject to the provisions of this Agreement. It is the intent of both parties that this Agreement supports and reflects these goals.

## **ARTICLE 2**

### **Definitions**

- 2.1 Employee** - The term "employee" as used in this Agreement shall mean any person, either male or female, employed in a classification included within the bargaining unit referred to in Article 2.2 and/or reflected in Article 16.8, Wage Classifications. It shall further include any person employed in any job or classification created in the future which the parties agreed to be included in the bargaining unit. Where agreement is not reached, it shall not become subject to a grievance, but will be referred by the Company to the Canada industrial Relations Board.
- 2.1.1** When the Company creates a new position which is to be included in the bargaining unit, the Company shall provide the Union with the following information in writing at the time of the posting for the new position:
- a) Job title
  - b) Proposed pay group
  - c) General description of the duties and responsibilities.

The Union shall advise the Company within ten (10) working days of receiving the information, of any

**disagreement with the pay level of the new position.** Postings for new positions will indicate that the job is a “newly created bargaining unit position”.

**2.2 Bargaining Unit -** The parties agree to apply jointly to the Canada Industrial Relations Board to amend the existing certificate to reflect the following agreed exclusions:

The following positions are excluded from the bargaining unit:

- General Manager
- Station Manager
- Director News and Information Programming
- Director, Creative Services
- News Director
- Confidential Secretaries to the aforementioned positions
- Art Director
- Operations Manager
- Program Manager
- Engineering Manager
- Sales Manager
- Director, Community & Media Relations
- Publicist
- Sales Representative
- Sales Assistant
- Sales Promotion Coordinator
- Traffic Supervisor
- Accounting Supervisor
- Payroll/Accounting Assistant
- Operations Supervisor
- Engineering Supervisor
- Supervisor, News Administration
- Supervisor, Computer Services

News and Program Producer  
Assignment Editor  
Hosts  
Security Personnel

### 2.2.1 "On-Air" Performers

- (a) The parties recognize that broadcasting requires the continued maintenance of high standards of performance, creativity, and marketability (image) which, with respect to the "On-Air" Talent, are not capable of definition in solely objective terms. The parties also agree and understand that "On-Air" performers (anchors, reporters and videographers) are an integral part of the image and character of a television station and as such have special responsibilities that go beyond those of other bargaining unit employees. These include, but are not limited to: being highly acceptable to the viewing audience, appearing in public on the station's behalf, being involved in the community and representing one's self professionally, with dignity, at all times including outside of work hours.

The Company will provide direction and assistance to such employees to assist the employee in achieving necessary standards of performance, creativity and marketability and/or to consistently fulfil his/her special responsibilities. The parties therefore agree that the Company reserves the right to remove from his/her role such an employee who, in its opinion fails to achieve such high standards of performance, creativity and marketability or has not met reasonable Company expectations regarding special responsibilities. Such right shall not be exercised in an arbitrary or discriminatory manner



and not sooner than fifteen (15) days after an employee has been advised by written notice (which notice shall describe in reasonable detail the manner in which such employee has fallen short of such standards of performance, creativity and market- ability and/or has not reasonably met Company expectations regarding special responsibilities).

An employee so removed shall exercise one of options (i) or (ii) as described in (b) below. The right to remove an employee from his/her role shall not be used as a disciplinary measure and shall be in addition to and not in substitution for, the Company's right to apply discipline, which may only be exercised for just cause.

Due to the uniqueness of the conditions of employment for "On-Air" performers, extraordinary compensation arrangements may be necessary. It is therefore agreed that the Company may enter into special, fixed length contracts with "on-air" staff individually to cover rates of pay, hours of work, severance, etc., providing that such terms as a package, are not inferior to the terms (as a package) contained in the Collective Agreement.

In recognition of the Union's status as exclusive bargaining agent for "On-Air" performers, such contracts will become effective only upon approval of the Union. The Union will provide its response to the proposed contract within three (3) work days of its receipt.

(b) An Employee removed from his/her classification under this Article shall select one of the following options:

(i) Receive a lump sum severance payment commensurate with *his/her* service as of the date the removal takes place as **follows**:

Post probation to three (3) completed years of service -three (3) months severance pay;

More than .three (3) years service, four **(4)** weeks of pay for each year of service with pro-rata credit for any part year of service (calculated to the nearest month) to a maximum of fifty-two (52) weeks of severance **pay**;

Such severance pay shall include and be in lieu of any notice or severance pay obligations established by the Canada Labour Code and any other applicable statute **or** legal requirement;

(ii) Exercise his/her seniority to displace a less senior employee or fill a vacancy in any other job classification other than an "On-Air" Talent classification, in which the employee has previously successfully performed the duties of the other classification or has the ability to perform the job immediately upon reassignment or following a reasonable familiarization period of four **(4)** weeks. In the event a less senior employee **is** displaced by an "On Air" Talent the employee shall be permitted to exercise his/her seniority rights

as per the Collective Agreement. An "On-Air" Talent who exercises his/her seniority rights under this Article to displace a less senior employee shall have his/her previous salary maintained for the first three (3) calendar months in his/her new classification, following which the employee shall be placed in the rate on the salary scale of his/her new classification which is closest to his/her previous rate;

- (iii) An employee terminated pursuant to this Article shall be granted reasonable access to Company facilities to produce "air-checks" and such other material which may be required to assist the employee in securing new employment.

**2.3** Employee Categories - All employees covered by this Agreement shall be considered full-time employees of the Company except as hereinafter provided. They shall be probationary employees for a period of three (3) months from the date of their employment with the Company. The Company may extend the probationary period up to a total of six (6) months from the date of hiring, and in such event, will discuss the matter with the representative of the Local Union prior to the end of the first three (3) month period. The employee and the Union shall be advised of such extension in writing and the reasons therefore. During the probationary period, the Company may release the employee for reasonable cause.

**2.3.1** Absence from work by employees during their probationary period for personal or health reasons shall increase their probationary period by the time absent.

**2.4** A part-time employee is defined as a person hired on a regular or occasional basis or to cover sickness, maternity leave, child care leave, leave of absence, vacation leave, or to work on specific projects (including replacing an employee on leave for training) or productions of a **predetermined** length of time not to exceed twelve **(12)** months. Extension of temporary employment, which requires more than twelve **(12)** months to complete, shall be agreed to by the union provided that in the circumstances, it is reasonable to *do so*.

**2.4.1** All articles of this Agreement shall apply to part-time employees, except as hereinafter provided:

- (a) Article 9 shall not apply, except Article 9.1 which shall apply, however, Company seniority will be applied separately for part-time employees as a group distinct from full-time employees. Company seniority for part-time employees shall commence in the same manner as for full-time employees, but shall be equal to length of service in accumulated hours worked. Seniority for part-time employees shall be broken and cease to exist after a break in service of six (6) months.

Part-time employees shall be probationary employees for a period of 520 hours worked from the commencement of their first employment with the Company. The Company may extend the probationary period up to a total of 1040 hours from the date of first employment and the employee and the Union shall be advised of such extension in writing, and the reasons therefore. During the probationary period, or extension thereof, the

**Company may release the employee at any time for reasonable cause.**

Part-time employees who have subsequently been hired as full-time staff shall be probationary for a minimum period of three (3) months if the transfer is to a different job classification. This minimum period will be one (1) month if the job classification is the same. The Company may extend the probationary period for 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. During the probationary period, the Company may release the employee at any time for reasonable cause. On completion of the employee's probationary period, the employee shall be given credit for hours worked as a part-time employee in the calculation of seniority relative to other full-time employees.

Absence from work by probationary employees for personal or health reasons shall increase their probationary period by the time absent.

When part-time persons are laid off (Article 9.4), it is agreed that the following shall be applicable:

- 1: Part-time employees working on a regular weekly basis shall be given two (2) weeks' notice in advance of the proposed layoff, or two (2) weeks' pay in lieu of notice [based on average number of hours worked in previous thirty (30) days]. Article 9.5 shall apply to such employees.
- 2: Part-time employees hired to cover sickness, maternity leave, child care leave, leave of absence,

vacation leave, or to work on specific projects (including replacing an employee on leave for training) or productions of a predetermined length of time not to exceed twelve **(12)** months shall be considered to have received notice at the time of hiring.

Notwithstanding the foregoing the Company may terminate temporary employees under this clause by giving two (2) weeks notice or two **(2)** weeks pay in lieu of notice ~~for duration's of six (6) months or~~ less and if the duration is longer than six **(6)** months the Company may terminate the temporary employment by giving four **(4)** weeks notice or four **(4)** weeks pay in lieu of notice.

- 3: Part-time employees hired on a daily basis, or on a sporadic basis will not require notice of layoff as provided in the Agreement due to the very nature of their assignment.
- (b) Article **10.2.1** shall not apply.
- (c) Article **11** shall not apply except that part-time employees shall receive sixty cents (60¢) per hour, not to be added to the base rate for each hour worked in lieu of the benefits provided for in **11.3**. Part-time employees shall have Occupational AD&D coverage to the equivalent of WSIB coverage, fully funded by the Company.

Article 11.1 shall apply.

- (d) Article **13** shall not apply, however, vacation pay will be calculated at the rate specified *in* the chart in Article **13.1(4)**.

In the event a part-time employee becomes a full-time employee, there shall not be a carry-over of vacation credits and upon becoming a full-time employee, such an employee will be eligible for vacation leave (in his/her first year of full-time employment) based on seniority on a prorated basis for the remaining time left in the vacation year (i.e. six (6) months left in the vacation year - employee eligible for fifty percent (50%) of normal vacation entitlement). Part-time employees shall not have vacation scheduling preference over full-time employees.

Article **13.2** shall apply except that part-time employees shall be entitled to pay for a general holiday on which they do not work, calculated on the basis of five percent (5%) of the wages earned during the thirty (30) calendar days immediately preceding the general holiday.

- (e) Article **14** shall apply to part-time employees as follows;
  - (i) Article 14.1 shall apply except that part-time employees shall receive a minimum credit of four (4) hours per tour of duty to a maximum of forty-eight (48) hours in any fourteen (**14**) day calendar period commencing at 00:01 a.m. Monday.

Otherwise, part-time employees may be scheduled for a tour of duty of eight (8), ten (10) or twelve (12) hours. Regular scheduled hours shall correspond to the regular scheduled hours of full-time employees performing the same function and/or assignment.

All time worked in excess of the regularly scheduled tour of duty shall be paid at one and one half (1 ½) times the basic hourly rate of the employee. An additional half ( ½ ) times the basic hourly rate of the employee will be paid for all hours worked in excess of four (4) hours overtime worked, in any tour of duty.

Part-time employees shall receive four (4) days off during the fourteen (14) day period which are not required to be consecutive.

Article 14.2, 14.7, 14.9, 14.10 and 14.11 shall apply except part-time employees shall not be members of the JHSC.

- (ii) The maximum hours per fourteen (14) day calendar period shall not apply to a part-time employee used on a temporary basis for the purposes of sickness, maternity leave, child care leave, leave of absence, vacation leave, or to work on specific projects (including replacing an employee on leave for training), or productions of a predetermined length of



time not to exceed twelve (12) months. In such cases all of Article 14 shall apply.

- (iii) Where a part-time employee employed under Article 2.4.1 (e) (i) above is assigned under this Article (i.e. the employee's part-time assignment has been revised) the employee and the Union shall be notified of such.
- (f) Article 15 shall apply however, part-time employees shall receive a meal period in all tours of duty of more than six (6) hours, and in such event, such first meal period shall be exclusive of hours worked. Meal periods will be assigned in accordance with Article 15.
- (g) Article 16 shall apply.

Progression up the salary scale shall automatically occur as provided in Article 16.2 on the following basis:

- (i) a yearly increment will require a total of 2,080 hours credited or worked.

Upon request of a part-time employee, the Company will provide an updated total of credited hours once per calendar quarter for the purpose of monitoring this provision.

**2.4.2** Students on educational placements or government programs may assist bargaining unit employees as an extra person on the assignment as part of their educational experience, and on occasion may operate unsupervised. The Local Union will be advised of the name of any students assigned prior to their commencement.

**2.4.3** It is agreed that the provisions of Article 2.4 above will not be used for the purpose of eliminating or replacing regular or full-time employees or to avoid hiring regular or full-time employees. The Company will not consistently use penalty or premium clauses to avoid replacing full-time employees.

### **ARTICLE 3**

#### **Management Rights**

**3.1** The Union acknowledges that the Company has the exclusive right to manage the affairs of the Company and retains all rights, powers and authority the Company had prior to the signing of this Agreement, except those specifically abridged, delegated, granted or modified by this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Company:

- (a) To set the broadcasting policy and broadcasting standards of the Company,
- (b) To hire, promote, demote, transfer and reclassify employees, and judge, and evaluate personnel qualifications and employee performance, and also the right of the Company to discipline, suspend or discharge

any employee for just and sufficient cause, or a probationary employee for reasonable cause, provided that a claim by an employee that he/she has been demoted, disciplined, suspended or discharged without just and sufficient cause, or a probationary employee for reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.

- 3.2** The Union further acknowledges the right of the Company to operate and manage its business, control its properties and maintain order of its premises in all respects in accordance with its commitments and responsibilities. The direction of the working forces; the amount and type of supervision necessary; the number and types of machines and technical equipment; procedures and standards of operation; the content of programs; the right to decide on the number of employees needed by the Company at any time; operating schedules and the selection, procurement, design and engineering of equipment which may be incorporated into the Company's places of business; including the change of all or any of the foregoing from time to time; control over all operations, building, machinery, equipment and employees are solely and exclusively responsibilities of the Company.
- 3.3** Before implementing new rules and regulations directly affecting the general working conditions, the Company will advise and explain such proposed rules and regulations to the Union.
- 3.4** The rights referred to in paragraphs 3.2, and 3.3 above shall be exercised in accordance with the provisions of this Agreement.

## ARTICLE 4

### Union Rights

**4.1 Dues Checkoff** - During the term of this Agreement, the Company agrees to deduct monthly, an amount equal to the uniform dues as levied by the Union. The deductions are to be based on the gross monthly earnings of every employee in the bargaining unit, beginning with the signing date of this Agreement, or the date of hiring in the bargaining unit. The present rate of deduction is equal to one and two-thirds percent (~~1.666~~%) of basic earnings, and the same percentage shall be deducted on all additional earnings. The Company will be notified, by registered mail, of any changes in the present rate of deductions thirty (30) days prior to any required changes.

**4.1.1** The Company agrees to remit the monies so deducted to the Union or its nominee, within two (2) weeks of every second pay period, by cheque, payable in Canadian funds. The Company shall provide the Union with a monthly computer disk in an ASCII format detailing the following information:

1. Employee name and address
2. Gender
3. Classification title and salary
4. Amount of dues deducted on base salary
5. Amount of dues deducted on additional earnings
6. The name of any employee who has left or joined the Company since the last payment, including the name of any employee going or returning from child care leave.

**4.1.2** Each year the Company will indicate on the T4 slip issued to employees, the total amount of dues deducted at source and forwarded to CEP.

**4.2 Notices to Union** - The Company shall mail or fax or e-mail (when documents do not require signatures) to the Union at its regional office and to the Local Union Secretary one copy of the following:

- (a) Within five (5) calendar days, notice of hiring, dismissal, promotion, or demotion of any employee within the bargaining unit.
- (b) Notice of extension of probationary period, suspension, or any disciplinary action placed on an employee's file within the bargaining unit.
- (c) Any notice pertaining to the application or agreed interpretation of this Agreement.
- (d) The Company will furnish, upon request by the Union, two (2) copies of seniority records and wage information for negotiating purposes.
- (e) The Company shall, when notifying a person of his/her acceptance as an employee, provide in writing, the starting rate of pay and the classification to which he/she is assigned. A copy of this notice shall be sent to the Union in accordance with Article 4.2 (a) of this Agreement. The Company shall also include, at the same time, a copy of the current Collective Agreement, which shall be supplied by the Union.

- (f) An elected Local Union official shall be introduced to the new employee at the time of work place orientation for the purposes of reference concerning any of the terms and conditions of the collective agreement.

**4.3** Union Access to Premises - Representatives of the Union shall have access to the Company's premises to carry on inspections or investigations pertaining to the conditions of this Agreement at any operating unit of the Company, at reasonable notice to the Company, and free from unreasonable interference from the Company. Such investigation or inspection shall be carried on at reasonable hours and in such a manner as not to interfere unduly with the normal operations of the Company. The Company will furnish a suitable business letter or card of identification for the representative entitling him/her to admission to the premises of the Company and other places where employees covered by this Agreement may be working.

**4.4** Bulletin Boards - The Company agrees to the posting by the Union on scheduling boards of: announcements regarding elections, meetings, Local negotiation developments and internal affairs of the Union.

The Company agrees to furnish a Notice Board exclusively for the posting of Union notices.

The Company agrees to provide space wherein the Union may locate a filing cabinet. Local Union Officers will be given free access to this cabinet at all times.

**4.5 Leave of Absence for Union Functions** - Leave of absence without pay and without **loss** of seniority or benefits shall be granted upon request by the Employer for employees elected or selected to represent the Union at Union Conventions, Conferences and/or schools, and at functions **of** any labour organization with which the Union is affiliated. A written request for such leave shall be submitted at least fifteen **(15)** days in advance and shall state the anticipated dates of the absence.

Such leave shall **not exceed** seven **(7)** working days per employee per calendar year and no more than **two** (2) employees from each of the Pembroke and Ottawa locations (four **(4)** employees in total) shall be on leave at any one time. The duly elected President or Vice-President of the Local Union shall be allowed ten (10) working days leave per calendar year. For the purpose of this article there shall be an aggregate total of twenty-five **(25)** days leave for Union functions in each calendar year. It is understood that operational requirements may prevent the release of a particular **employee(s)** and in such case the Local Union shall be allowed to name an alternate.

**4.5.1** Upon request by the Union, the Company agrees to release without **loss** of pay, leave credits and other earned benefits, up to four **(4)** employees to attend negotiating sessions with Management. **A** request for such release shall **be** submitted seven (7) days in advance of the first meeting.

**4.5.2** Leave without pay or benefits will be granted to any employee who accepts a full-time elective position with the Union for a period not exceeding four **(4)** years, or a full-time appointive position with the Union for a period not exceeding one (1) year. Any additional yearly periods

may be granted by the Company on receipt of a written request of the employee and the President of the Union. During this period, there will be no accrual of seniority or benefits. Established seniority will be maintained.

## ARTICLE 5

### Non-Discrimination

**5.1** The parties hereto mutually agree that no employee shall be discriminated against because of membership, or lack of membership, or by reason of any lawful activity, or lack of activity on behalf of the Union. The Company will not discourage membership in the Union, or attempt to encourage membership in another Union.

**5.1.1** Employees shall enjoy equal rights under this Agreement, regardless of age, sex, sexual orientation, marital status, colour, race, ethnic or national origin, religious or political affiliation, family status, disability, or pardoned conviction, as outlined in the Canadian Human Rights Act.

**5.2** (a) The Company shall maintain a working environment which is free from harassment, including personal harassment, sexual and/or racial harassment as outlined under the Canadian Human Rights Act. The Company policy is detailed in Article 18 for information purposes and shall act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment.



- Procedure - Any employee who believes that he/she** has been the subject of harassment is encouraged by the parties hereto to file a complaint in accordance with the policy. The Regional Office of the Union will be advised by fax within five **(5)** working days of receipt of any written complaint filed by, or against any member of the bargaining unit. The Company will only be required to provide the name(s) of any bargaining unit member concerned.
- (b) The Company may amend the Policy from time to time to comply with Federal regulations. In the event that the Company proposes to amend the policy in a substantive manner, other than for purposes of compliance with legislation, it shall discuss such changes, amendments and revisions with the representatives of the Union at a joint management/union meeting for this purpose. The Union will be allowed to make recommendations to the Company at such a meeting and immediately thereafter.

## **ARTICLE 6**

### **No Strike Clause**

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

engage in or permit a lockout of any of its operational locations during the term of this Agreement.

- 6.2** The Company will not require any employee, as defined in Article 2.1, to perform the duties of any other person who is engaged in a lawful strike, or to originate a program or programs expressly for the purpose of strike breaking.
- 6.3** An employee shall have the right to refuse to cross a legal picket line and such refusal shall not be considered grounds for disciplinary action, except that News and ENG will be required to provide their normal functions whether or not such functions require the crossing of any legal picket line except where there is reason to believe that there is a threat to personal safety. In such circumstance Article 14.1 ■5 shall apply.

## **ARTICLE 7**

### **Grievance Procedure**

- 7.1** The parties recognize that the Canada Labour Code provides that any employee may present his/her personal grievance to the Employer at any time. Any such grievance may be subject to consideration and adjustment as provided in the following articles on grievance procedure.
- 7.2** In the event of a dispute between any member or members of the bargaining unit and the Company, in reference to the application, administration, interpretation or alleged violation of this Agreement, the following shall be the procedure for the adjustment and settlement thereof:

**Step 1:** Where an employee has a grievance of an individual nature the employee shall first discuss the matter with his/her immediate supervisor within ten (10) working days of the grievance becoming known to the employee or when the grievance reasonably should have been known to the employee. The objective of the meeting is to resolve the grievance. The employee may have Union Steward assist in this discussion. The Supervisor shall provide a verbal response to the employee, describing the proposed resolution to the grievance, within five (5) working days of the meeting.

**Step 2:** In the event the grievance is not resolved in STEP 1, the grievance shall be submitted in writing, stating the nature of the grievance and the remedy sought, to the employee's immediate supervisor within ten (10) working days of receiving the answer to the STEP 1 meeting. Within ten (10) working days of receipt of the written grievance, the Company shall convene a meeting of the local Union and management Grievance Committees. The grievance committees shall consist of no more than three (3) members per committee. The objective of the meeting is to resolve the grievance. The Company shall provide a written response to the grievance within ten (10) working days of the meeting with copies to both the grievor and the Union.

**Step 3:** In the event the grievance is not resolved within ten (10) working days after the meeting described in STEP 2, the grievance may be referred to the General Manager, or his designee, and the Union Office for further discussion and consideration.

**Step 4:** In the event the grievance is not resolved in STEP 3, either party may, within twenty (20) working days

of receiving the STEP 2 answer, upon notice by registered mail, e-mail, or fax to the other, submit the grievance to final and binding arbitration. Within the next following ten (10) working days of the notice to arbitrate, the parties, by way of their representatives, shall agree on the naming of a sole arbitrator. In the event the parties are unable to agree on the selection of an arbitrator within these ten (10) working days, the Federal Minister of Labour shall be requested by either party to appoint an arbitrator. The cost and/or expenses of the appointed arbitrator shall be borne equally by the Company and the Union, except that no party shall be obligated to pay the cost of stenographic transcripts without express consent.

**7.3** The Arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement, but he/she shall have the power **to** direct, if he/she thinks proper, that any employee who has been wrongfully suspended, discharged, or otherwise disciplined shall be reinstated with pay and with any other benefit under this Agreement which may have been **lost** or he/she may dispose of the case in any manner he/she deems appropriate.

**7.4** If either of the parties of this Agreement consider that this Agreement is being misinterpreted, or violated in any respect by the other party, the matter may be discussed between representatives of the Company and the Union, and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 4 of Section 7.2.

**7.5 Time Limits** - Any time limit mentioned under grievance procedure shall exclude Statutory Holidays and vacations of the employee concerned at the Step 1 level and may be extended by mutual consent.

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

## **ARTICLE 8**

### **Report on Performance**

- 8.1** Employees who have completed their probationary period shall be notified in writing, of any expression of dissatisfaction concerning his/her work, within ten (10) working days of cause for dissatisfaction becoming known to his/her supervisor. He/she shall be furnished with a copy of any complaint or accusation which may be detrimental to his/her advancement or standing within the Company, as soon as possible after the complaint or accusation is made. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her at any time.
- 8.2** The employee's reply in writing to such complaint or accusation if received within ten (10) working days after he/ she has been given the notice referred to in Article 8.1 above, shall become part of his/her record. If such reply is not received, it will not become part of his/her record for use by him/her at any time.
- 8.3** An employee shall have access to his/her personnel performance file in the presence of his/her supervisor during office hours, once every six (6) months (or earlier in the case of a grievance), at a mutually agreeable time, but in no event later than three (3) days after the initial request.
- 8.4** All references to disciplinary action shall be removed from the employee's personnel file within two (2)

years of the date of such action being taken provided that the employee has been free of other disciplinary notices in the intervening period. Absences due to sickness or authorized leaves of absence shall not be included in this calculation.

**8.5** At any meeting with an employee discussing whether disciplinary action will be taken against such employee, the employee may have a Union representative present for the following purposes only: to assist, counsel, advise and represent the employee. Although the Union representative may participate in any discussions taking place at such meeting, any final decisions affecting the employee are to be made solely by the Company.

**8.6** The parties agree that monitoring and evaluation of a probationary employee's progress is not governed by Article 8.1 and the company is not required to notify a probationary employee in writing regarding performance problems unless the company is taking formal disciplinary action. A probationary employee may be released for reasonable cause which may include performance problems which the company observed during the probationary period.

**8.7** In lieu of the application of Article 8.1 it is agreed that probationary employees shall receive feedback on their performance and need to be advised whenever their performance falls below company expectations jeopardizing their continued employment with the company. To this end the company agrees that the employee's supervisor or manager will notify the employee and the local union president of such performance issues. The employee may receive counsel from the union on such issues.

## ARTICLE 9

### Seniority Rights

**9.1** Company seniority shall be deemed to have commenced on the date of hiring by the Company or upon the date the employee was hired by Ottawa Valley Television Company Limited, Ottawa Valley Broadcasting Co. Ltd., or by Cambrian Broadcasting Company, or by Baton Broadcasting Incorporated, whichever is earlier, and shall be equal to the length of continuous service with the Company(ies). Company seniority shall relate to the order of layoffs, recall from layoff, promotions, severance pay and the choice of vacation periods, as provided for in the applicable articles.

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

- (a) if the employee voluntarily quits;
- (b) if the employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) if the employee does not respond to a recall notice as outlined in Article 9.5.2;
- (d) if an employee is on layoff for twelve (12) consecutive months.
- (e) if an employee is absent for five (5) consecutive days without reporting the absence and without a reasonable explanation (e.g. hospitalization)

**9.1.1** Seniority credit shall continue to exist but not accrue while an employee is on leave granted by the Company to a maximum period of one (1) year.

**9.2 Posting of Positions** - Where the Company decides that a position is to be filled or created within the bargaining unit on a permanent or regular part-time basis, the Company shall post a notice of vacancy which will include the proposed job title, (which may subsequently be revised without re-posting the position depending on the successful applicant's qualifications), for a minimum of five (5) days. Employees from within and outside the bargaining unit may apply during the posting period.

Where the Company decides to post a temporary position to cover sickness, maternity leave, child care leave, leave of absence, vacation relief, or to work on specific projects or productions of a predetermined length of time not to exceed twelve (12) months, the successful applicant will be reassigned to the temporary position without loss of seniority or benefits. The employee will be on trial for a period of up to three (3) months in the new position. The Company may, at anytime during this period, return the employee to the former position with no loss of seniority. Nothing in this clause shall prevent the Company from hiring (without posting a position) a temporary employee in accordance with Article 2.4 to back fill for a full-time employee on temporary assignment.

The parties acknowledge that where it is not possible to determine with certainty the length of the reassignment to a temporary position the Company may end a temporary reassignment at any time and return the employee to the former position with no loss of seniority. At the conclusion of the temporary reassignment, the employee shall return to his/her former position. Where the Company decides



that the position is to be filled on a permanent basis it is understood the position will be posted in accordance with this article.

Extensions of the temporary reassignment will be agreed to by the parties where in the circumstances it is reasonable to do so.

**9.2.1 Promotions and Transfers** - Promotions and transfers to positions within the bargaining unit shall be based on qualifications established by the Company. These qualifications may include: creativity, knowledge, experience, skill, ability, attitude, training and/or education, as well as other relevant factors. Providing that one or more of the applicants satisfactorily meets or exceeds the qualifications, the Company shall award the position to the best applicant. Company seniority will be considered when evaluating applicants. When two (2) or more employees' qualifications are relatively equal, Company seniority shall apply. If there is no applicant who satisfactorily meets the qualifications established for the position, the Company may hire from any source.

**9.2.2** An employee promoted to fill a vacancy in a different classification shall be on a trial period in such classification for a period of three (3) months, however, the period may be extended up to a total of six (6) months after discussion between the Union and the Company. The Company may at any time during this trial period, return the employee to his/her former classification with no loss of seniority. At the conclusion of a successful trial period the employee will be advised in writing that his/her transfer has been made permanent.

**9.2.3** It is recognized that the Company may, from time to time, require employees to perform work in a job

classification other than their regular classification. Employees who are assigned work in a job classification different from their regular classification will not be penalized for errors committed during such performance if such errors are not a result of negligence.

**9.2.4** Should an applicant for promotion or transfer be unsuccessful, it is agreed that management will discuss with the employee, if so requested, why his/her promotion or transfer was denied and will bring to the employee's attention any shortcomings which may affect his/her opportunities for advancement.

**9.2.5** Employees will not be required to permanently relocate from one location to the other without their consent, however, it is understood that the Company may temporarily assign an employee to the location, other than the local location to which they are normally assigned, for a period not to exceed three (3) months in any calendar year. Accommodation, mileage, and out of town expenses shall be in accordance with Article 12 unless the Company provides, with the prior approval of the Union and the employee (which will not be unreasonably withheld) suitable and reasonable alternatives. Such alternatives agreed to, shall be stipulated in writing and signed by the parties.

No employee shall be permanently transferred to another classification without the employee's consent.

**9.3** Discharge and Demotion - The discharge or demotion of any employee, except for probationary employees as provided in Article 2.3, shall only be for just and sufficient cause. An employee discharged for just and sufficient cause, other than gross misconduct, shall be entitled to two (2) weeks' notice or pay in lieu thereof.

## 9.4 Layoffs

- (a) When layoffs are to be made, the Company shall determine the classifications and location where reductions are required and the number of employees to be laid off. The Company shall advise the employees and the Union through one announcement to all employees covered by this agreement at least six (6) weeks in advance of the proposed layoff, or such length of time as prescribed by legislation. In lieu of such notice the Company shall pay the affected employees six (6) weeks pay, less the amount worked by the employee during the notice period (i.e. if two (2) weeks are worked during the notice period, then only four (4) weeks shall be paid). Employees who are displaced in accordance with Article 9.4 (d) shall be deemed to have received notice of layoff at the time of the announcement, referred to above, provided that they are advised and laid off within the six (6) week notification period. A further notification period of four (4) weeks shall be added to the initial period for any affected employee who has not been advised and laid off within the initial six (6) week period.

Employees who elect to receive severance pay in accordance with Article 9.4.2 will be deemed to have been laid off and abandoned any recall rights (Article 9.5).

- (b) Layoffs shall proceed in inverse order of Company seniority within those job classifications in Article 16.8 in the location affected (Pembroke or Ottawa). Regardless of work assignment, the least senior employees in a classification where reductions are required shall be laid off from such classification in the location affected. The union agrees the Company may offer senior employees within an affected classification a voluntary separation package as part of a work force reduction program consistent with Article 9.4.1. The Company agrees to consider an application from senior employees, in an affected classification, who may wish to volunteer to be laid off (consistent with article 9.4.1) if it would prevent the layoff of a junior employee.
- (c) Employees about to be laid off (the least senior employees in the declared classifications at the location affected) will receive from the Company, a list of the job classifications (the "List") for which the employee has the occupational qualifications and where there is a less senior employee than the affected employee in a classification at the same or lower level. This list will include the employee's same classification if there is a less senior employee at the other location. Occupational qualifications may include: creativity, knowledge, experience, skill and ability. Within forty-eight (48) working hours of receipt of the List the employee may inform the Company, in writing, of any other classifications in which there is a less senior employee in a classification at the same or lower level where the employee possesses the occupational qualifications from previous employment. Such additions will not be considered unless they are submitted, in writing, within the forty-eight (48) working hour time period.

For the purposes of layoffs seniority will govern where the occupational qualifications of an affected employee in a regular classification and a less senior employee in the respective senior classification (as per Article **16.8**) are equal.

- (d) Employees about to be laid off from a position, who are eligible for one of the job classifications as specified in (c) above, must advise the Company, in writing, within forty-eight (**48**) working hours of being provided with the List or the revised List (if applicable) of their intentions to apply their seniority, and must indicate the job classification they have selected. The time limit herein shall be extended to seventy-two (72) working hours in cases where the application of seniority rights may be from one location to the other (Pembroke or Ottawa). If an employee fails to provide such notice to the Company, the employee will be deemed to have abandoned any rights under this Article. No employee is to be displaced by a more senior employee unless the latter possesses the occupational qualifications to perform the job filled by the employee with less seniority including cases where an employee from one location wishes to displace an employee in the other location in the same classification.

It is agreed that an employee may require a reasonable period of familiarization in the new classification or position which shall not exceed four (**4**) weeks. It is understood that an employee who would otherwise be familiar with a method or process may require guidance on new or unfamiliar

equipment/software as part of the familiarization period.

If the employee has successfully performed the duties in the new classification or position, the employee will be transferred to the new classification or position following the familiarization period. In the event the employee has not demonstrated his/her ability to satisfactorily perform the duties in the new classification or position, during the familiarization period, the employee will be laid off within the familiarization period and shall be placed on the reengagement list in accordance with Article 9.5.

- (e) In the event an employee does not have a List or elects not to displace another employee, the employee shall be laid off on the date specified in the Announcement.

Employees who are eligible to displace another employee but elect to be laid off from their employment shall, in addition to the payments under Article 9.4.1, receive one (1) additional week of severance pay per year of service to a maximum of twelve (12) additional weeks of severance pay.

- (f) An employee who bumps or is bumped in accordance with Article 9.4 shall retain first recall rights to their previous classification when the next vacancy occurs therein.
- (g) The Company shall provide the Union with copies of all advice, notices, declarations, applications, elections, and documents relevant to the layoff procedure within twelve (12) hours of such

documents being presented. In addition the Company agrees to release Union Official(s) from work, without **loss** of pay or other benefits, to assist affected employees during the layoff process. It is understood that Union Official(s) may be released when it is necessary to directly assist a particular employee, on request, or to be available to provide general advice and assistance to affected employees at specific times during the notification period.

- 9.4.1** Employees laid off and deemed terminated pursuant to any statute, will receive severance pay equal to three (3) weeks pay for each year of continuous service to a maximum of seventy-eight (78) weeks pay, except for employees who have attained fifteen (15) years of service on November 30, 2004. Employees who have attained fifteen (15) years service by November 30, 2004 shall have no maximum. With respect to incomplete years, the severance pay shall be on a prorated basis, calculated to the nearest month. The above-noted severance payment shall be deemed to include any severance required pursuant to any statute. Employees who elect to receive severance pay will be declared to have accepted lay-off and abandoned any recall rights.

Severance pay shall be paid to an employee upon the expiry of their recall rights or at any time during the re-engagement period after an employee has notified the Company, in writing, of their desire to abandon their recall rights.

- 9.4.2** While an employee is laid off, the Company will continue the group health (except for elective dental and vision treatment, sick leave, STD and LTD and life insurance) and benefit payments for the period of layoff

up to a maximum of six (6) months or until the employee is eligible for benefits at the new place of employment.

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

**9.4.4** An employee who has reverted to a lower salary group under Article 9.4 (d) shall assume the salary on the new scale in accordance with the chart below. Such an employee's placement on the new scale shall be established based on credit for years of service within the classification and any credit for industry experience recognized by the Company at the time the employee initiated the new position.

SENIORITY	Number of Months from the date the employee initiated the new position until the salary reverts to the new scale
<b>Less than 1 year</b>	<b>1 Month</b>
<b>1 - 3 Years</b>	<b>12 Months</b>
<b>Greater than 3 years</b>	<b>24 Months</b>

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



**9.4.6** An employee who has **reverted** to a **lower** salary group and whose salary is higher than the maximum of this group, shall receive a basic salary equivalent to the top of this group, except that the employee's basic salary shall not be decreased by more than ten percent (10%) on reversion.

**9.5 Re-engagement** of Laid-off Employees - When temporary (see 9.5.3) or full-time vacancies occur, the Company agrees to re-engage, in the order of Company seniority former employees who have been laid off for a period not exceeding twelve (12) months, provided the employee possesses the occupational qualifications to fill the vacancy. In the event that the Company and the Union do not agree on the occupational qualifications of the employee in question, the matter will be subject to the grievance procedure.

An employee who bumps or is bumped in accordance with Article 9.4 shall retain first recall rights to their previous classification when the next vacancy occurs therein.

Employees accepting a recall in other than their previous job classification shall be paid the wage appropriate to the new classification. It is agreed that an employee may require a reasonable period of familiarization in the new classification which shall not exceed four (4) weeks. It is understood that an employee who would otherwise be familiar with a method or process may require guidance on new or unfamiliar equipment/software as part of the familiarization period.

If the employee has successfully **performed** the duties in the new classification during the familiarization period, the employee will be transferred to the position at the end of

the familiarization period. In the event the employee has not demonstrated his/her ability to satisfactorily perform the duties in the new classification, during the familiarization period, the employee will be laid off within the familiarization period, resume their recall period, and the employee shall lose recall rights to this classification.

If an employee declines a recall to their former classification the employee will no longer have recall rights under this Collective Agreement.

**9.5.1** The Company's responsibility will be considered to be fulfilled if the Company gives notice, in writing, by registered mail to the employee's last known address. The employee must notify the Company of his/her intention within five (5) days.

**9.5.2** Employees will be deemed to be terminated and will lose their seniority should they fail to return to work after having been recalled within ten (10) days of receipt of the recall notice.

Employees who are unable to return to work for just and sufficient cause within the said ten (10) day period, upon presentation of their case to the Union and Company, may retain their seniority and will become the next available employee on the recall list.

**9.5.3** An employee who accepts a temporary position of three (3) months or more (**40** hours per week) with the Company during lay-off, shall not forfeit any rights under this Agreement.

**9.6 Computation of Seniority After Interrupted Service** In the event an employee with more than one (1) year Company seniority is laid off or transferred to a

position within the Company not covered by this Agreement:

- (a) Continuity of service for the purpose of Company seniority shall be considered unbroken if he/she returns to the status of an employee within twelve (12) months, or,
- (b) If he/she returns to the status of an employee after twelve (12) months have elapsed, his/her Company seniority upon his/her return shall be that which he/she had on the effective date of such layoff or transfer.

## **ARTICLE 10**

### **Jurisdiction and New Devices and Methods**

**10.1 Jurisdiction** - The Company agrees not to assign duties relating but not limited to the preparation, administration, audition, rehearsal and/or broadcast of the Company's television programs and overall operation, including the operation of technical equipment, to other than employees in the bargaining unit if such work assignment directly avoids the hiring of a full-time employee in the bargaining unit, directly results in a layoff, or avoids a recall from layoff of a full-time employee. It is agreed that the Company's obligations under this Article shall only apply with respect to work on television programs or productions produced exclusively by and for CHRO-TV Pembroke/ Ottawa at the Company's premises or its remote sites.

**10.2 New Equipment and Methods** - In the event that the Company introduces, or permits to be used, any process, machinery or equipment which substitutes for,

supplements or replaces any present process, machinery or equipment being operated as of the date of this Agreement by employees within the bargaining unit, such process, machinery or equipment shall be operated and maintained only by employees in the bargaining unit herein set forth provided such process, machinery or equipment is located in Pembroke or Ottawa.

**10.2.1** It is agreed that the Company has the right to introduce and use new or modified equipment, machinery, apparatus, processes, systems, methods and/or types of equipment. The Company shall, at least one hundred and twenty **(120)** days prior to such introduction, advise the Union of the proposed changes. Notwithstanding anything to the contrary in this Agreement, any employee who has received notice under Article 9.4 of a proposed layoff because of the introduction and use of such new or modified equipment, machinery, apparatus, processes, systems, methods and/or types of equipment, may prior to the effective date of the proposed layoff elect to be laid off, and receive severance pay equal to three **(3)** weeks pay per year of continuous service with the Company, prorated to the nearest full month of employment to a maximum of seventy-eight (78) weeks pay, except for employees who have attained fifteen (15) years of service on November 30, 2004. Employees who have attained fifteen (15) years of service by November 30, 2004 shall have no maximum. The above severance payment shall be deemed to include any severance payment required pursuant to any statute.

(a) When notice is given under this Article, or as prescribed by law, the Company and the Union agree that any new or existing vacancies shall be investigated as suitable positions for affected employees. In cases where the Company has extended an offer of employment to a

prospective employee, prior to a declaration under this Article, the Company shall notify the Union of the status of the offer. During such a period the Company may hire temporary employees, without posting, as per Article 2.4.1 (e) ii to temporarily fill such existing or new vacancies.

- 10.3 Program Credits** - As the parties have recognized that creative work carries creative responsibility, the Company will provide television program credits on all productions one-half (1/2) hour in length or greater. The parties further agree that News and weekly strip programs will provide credits once a week. The content of these credits will be at the Company's sole discretion.

## ARTICLE 11

### Employee Benefits

- 11.1 Sick Leave** - Sick leave means the period of time an employee is absent from work [if more than two (2) hours] by virtue of being sick or disabled. When taken ill or incapacitated, the employee shall notify his/her supervisor, as soon as possible, or at least four (4) hours before his/her shift commences, except for employees on a morning shift where at least one (1) hour's notice will be given.
- (a) Where such leave extends to three (3) or more consecutive days, the Company may require a doctor's certificate, or other satisfactory evidence to substantiate this leave. For illness of less than three (3) days, the Company may require that the employee provide a written declaration of illness.
  - (b) At its time and expense, it is agreed that the Company may require an employee to undergo a

medical examination by a qualified practitioner acceptable **to** the employee and employer. **This** may be required when it is necessary to establish the state **of** health of a particular employee or to prevent abuse of the Company's sick leave policy. At the time of the examination, the employee will be advised whether he/she is well enough to work. If the employee so requests in writing, the results of any such examination will be conveyed to the employee's personal physician. It is understood that without the express written approval of the employee, confidential medical information may not be provided to others. Notwithstanding the foregoing, it is understood that the Company shall be entitled to receipt of information as to whether an employee is well enough to return to work.

(c) It is understood that any reports or certifications required by the Company would be at their expense.

**1 .1.1** Absence because of illness **or** incapacity shall not interrupt an employee's vacation credits for a period of up to **six** (6) months only.

**1 .1.2** Except for those incapacitated by a work-related illness or injury, employees who are absent due to illness or incapacity for a period of six (6) months, and who do not qualify for the Long Term Disability payment in the Company Plan, shall be placed on leave without pay pending final adjudication of their claim. It **is** understood that an employee in this situation may **otherwise** be entitled to Employment Insurance, CPP Disability Benefits or social assistance while recovering from their illness.

It is the responsibility of the employee to make application to the Insurance Company prior to the expiry of the Company's six (6) month full-pay provisions. An employee who fails to apply for LTD or who failed to meet the eligibility requirements following appeal and final review will have their relationship with the employer reviewed. It is understood that the Company shall provide the employee with assistance in respect of the processing of the employee's claim with the Insurance Company.

**11.2 Maternity/Adoption Leave** - A pregnant employee with six (6) months continuous service or more, or a female employee who adopts a child of less than six (6) years of age, may apply for maternity leave upon four (4) weeks advance written notice, and such leave shall be granted by the Company. In the case of adoption, the period of unpaid leave shall commence when the child, or children, are received. The total maximum period of leave shall not exceed seventeen (17) weeks. With at least four (4) weeks prior written notice of a desire to return to work the employee will be reinstated in her previous position.

**11.2.1** During the **Maternity/Adoption Leave**, the following salary and benefit provisions will apply, provided that the employee meets the following conditions:

- (a) be a full-time employee having completed one year of continuous service prior to the commencement of the **Maternity/Adoption Leave**;
- (b) provide a certificate from a qualified medical practitioner certifying that she is pregnant; or provide proof, in the case of adoption, that the employee will be responsible for the care of a child in accordance with the laws of the province;

(c) indicate a commitment to return to employment with the Company upon the expiration of the leave;

(d) inform the Company, in writing, as to

-the effective date of the intended leave and its length (i.e., number of weeks)

-changes, if any, in the intended leave, and

-the effective date of the return to work

In each instance, the employee will provide written notice to the Company at least four (4) weeks in advance unless there is a valid reason why such notice cannot be given (e.g., premature birth).

Employees eligible for the leave with pay will receive ninety-five percent (95%) of pay at their actual rate of pay (including any retroactive pay increases) for the two (2) weeks of Maternity/ Adoption Leave coinciding with the EI waiting period after the employee submits proof that she has applied and qualified for EI benefits. The normal deductions from pay for the ~~two~~ (2) week period shall be made.

The employees, on their first payroll deposit after returning to work, will receive five percent (5%) of the salary they were earning prior to the Maternity/Adoption Leave, for a two (2) week period. During the seventeen (17) week Maternity/Adoption Leave the Company will continue to pay the insurance premiums for the benefit plans in Articles 11.1 and 11.4 in which the employee is enrolled.



Vacation credits **will** continue to accrue while the employee is on **Maternity/Adoption** Leave, provided the employee returns to work.

### **11.2.2 Leave for Employees with Child Care Responsibilities-**

1. Where an employee has or will have the actual care and custody of a new-born child, that employee is entitled to and shall be granted an unpaid leave of absence from employment of up to thirty-seven (37) weeks commencing as the employee elects,

(I) in the case of a female employee,

(a) on the expiration of any leave of absence from employment taken by her under Article 11.2 above;

(b) on the day the child is born; or

(c) on the day the child comes into her actual care and custody.

(II) in the case of a male employee,

(a) on the expiration of any leave of absence from employment taken in respect of the child by a female employee under Article 11.2 above;

(b) on the expiration of any leave of absence from employment taken in respect of the child by a female employee who is entitled to such leave on account of her pregnancy under the **laws** of a province;

(c) on the day the child is born; or

(d) on the day the child comes into his actual care and custody.

(11) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an Order under the laws of a province for the adoption of a child, that employee is entitled to and shall be granted an unpaid leave of absence from employment of up to thirty-seven (37) weeks commencing on the day the child comes into the employee's care and custody.

2. Where both parents work in a business governed by the Canada Labour Code (Federal jurisdiction), the thirty-seven (37) weeks may be shared, but the aggregate total is not to exceed thirty-seven (37) weeks.

3. An employee must give at least four (**4**) weeks written notice of his/her intention to take child care leave unless there is a valid reason why such notice cannot be given. Notice must also include the length of leave intended to be taken.

If the length of leave is to be changed, after the original notice or while on leave, four (**4**) weeks notice, in writing, is required except where valid reasons exist.

**11.2.3** The taking of maternity leave is not mandatory. The Company may not require a pregnant employee to take leave unless the employee is unable to perform an essential function in her position and there is no appropriate alternative job available. The burden of proof respecting inability to perform an essential function rests with the Company. If the inability test is met then the forced leave is only for such time as the inability to perform the essential function continues.

**11.2.4** Employees who intend to take maternity or child care leave may request, in writing, to be informed of any employment, promotional or training opportunities which may arise during the leave and for which the employee is qualified. The Company must provide such notices in writing.

(a) An employee upon return to work from such child care leave will be reinstated in the employee's former classification. An employee's failure to return to work at the conclusion of the period for which the leave of absence was granted may result in termination at the Company's sole discretion.

(b) If wages and benefits are changed as part of a plan to reorganize the Company's establishment, including Collective Agreement revisions, the employee is entitled, upon being reinstated, to receive wages and benefits as if the employee had been working during the reorganization. When such reorganization takes place which will result in a change in wages and benefits, the Company must notify the employee, in writing, as soon as possible.

**11.2.5**

(a) Seniority will continue to accrue without interruption during child care leave, except that vacation credits shall not accrue during such leave. The Company shall pay one hundred percent (100%) of the benefit plans contained in Article 11.1 during child care leave.

(b) The pension plan shall remain in force and accumulate during child care leave. Any normal contribution required of the employee shall continue to be the responsibility of the employee and payment is required within a reasonable period of time.

(c) Where an employee fails to pay the required contributions by the time the employee returns to work, the duration of the leave will not count as service with the Company when calculation of benefits is made.

**11.2.6** The Company shall not dismiss, suspend, lay off, demote or discipline an employee because an employee is pregnant or has applied for leave under Article 11.2. Pregnancy or intention to take leave is not to be taken into account in any decision to promote or train the employee.

**11.2.7** Paternity Leave - A male employee shall be entitled to paternity leave of five (5) days, with pay, at the time of the birth or adoption of a child.

**11.3 Medical and Group Insurance** - The Union recognizes the benefits contained in the CHUM Limited Employee Benefit Plan (Policy #GGC-2190) in respect to:

1. Life Insurance
2. Disability Income
3. Hospital Expense Benefit
4. Medical and Dental Care Benefits
5. Continuation of Medical Benefits
6. Accidental Death and Dismemberment Insurance

The Company agrees to pay 100% of the cost of the Plan covering the employee, his/her spouse, and children and not to reduce any benefits contained therein during the life of this Agreement without the approval of the Union.

An employee who is incapacitated for duty through illness shall be paid for the time off from work for such illness or accident for up to six (6) months. Should such illness or accident exceed this six (6) month period the employee must apply before the expiry period for Long Term Disability Benefits. Sick leave with pay may not apply to an employee during the first three (3) months of employment.

**11.3.1** Where the Company discharges or suspends for at least one (1) month an employee who is entitled to coverage and who has completed the probationary period and has filed a grievance disputing such discharge or suspension, benefits set out in the welfare provisions of the Agreement shall cease for the employee. The Company shall, within one (1) week of the discharge or suspension, send by registered mail to the address of the employee on record with the Company, a copy of this provision of the Collective Agreement, together with the

amount of premium required and the dates when such are due.

**11.3.2** The employee may, at his/her option, reply in writing, within two (2) weeks from the filing of his/her grievance on the discharge or suspension, to the Company for continued coverage under this Article, and pay to the Company the amount of any premiums to provide him/her with the benefits set out in this Article during the period subsequent to his/her discharge or suspension, whichever is applicable. In the event the employee's discharge is upheld the employee will no longer be eligible to be part of the Company benefit plan.

The Arbitrator, if the grievance is successful, shall be limited to reimbursement to the employee for welfare to the amounts paid by the employee for coverage maintenance during such aforementioned periods.

**11.4 Pension Plan** - The Pension Plan in existence at the signing of this Agreement shall apply during the term of this Agreement, subject to the terms and/or conditions of Provincial and/or Federal legislation. Each employee enrolled in the Pension Plan shall receive annually a statement of his/her contributions to the end of each Plan year.

**11.5 Bereavement Leave** - All employees will be granted a leave of absence without loss of pay for bereavement leave for purposes of arranging for and attending the funeral as follows:

Up to five (5) consecutive working days in the event of the death of a spouse (includes common-law spouse) or child. Up to three (3) consecutive working days in the event of the death in the immediate family (parent, step-

parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, maternal and paternal grandparents and legal guardian, and any relative permanently residing with the employee or with whom the employee resides).

Where the burial occurs outside a two hundred and forty-one kilometre radius of the station, such leave shall also include reasonable travel time. Total leave under this Article not to exceed seven (7) days. It is understood that such leave with pay will apply only to days on which the employee normally would be required to work. Where the funeral and internment occur at different times, one (1) day off with pay will be provided for the internment, in addition to any required travel time as outlined herein.

**11.5.1** The Company will consider requests for and may grant leave, without loss of seniority or leave credits to an employee faced with domestic responsibilities or unforeseen emergencies that affect the employee and the employee's immediate family. For example, the care for a sick child or other family member, to accompany a child or spouse to a medical appointment, to make alternate arrangements when caregivers are sick, and other family emergencies. The payment for such leave will be at the sole discretion of the Company. The Company may require appropriate documentation to support a request under this article and will so advise the employee at time of notification. Additional time off may be requested under Article 11.7. Where possible an employee shall notify their supervisor in advance.

**11.5.2** The Company will grant time off, as in the past, to employees for medical, dental and eye appointments where reasonable notice is given and subject to operational requirements.

- 11.6 Witness or Jury Duty** - Employees called to serve on juries or to obey a subpoena shall receive their regular salaries during such periods, less the fees received for such service provided the employee returns to work if he/she is released from jury duty prior to 1:00 p.m. An employee serving on a jury will not be assigned to work on evenings or weekends during such jury service.
- 11.7 Leave of Absence** - The Company will consider, on an individual basis, all requests for long term leaves of absence without pay and will not unreasonably deny any request.
- 11.8 Education and Training** - The Company shall post any training courses or programs for which an employee may be selected. The posting shall contain all relevant data and qualifications for the courses. An employee may also submit a request to take a course or program which can reasonably be expected to upgrade the employee's potential, not only to himself/ herself but to the Company. With preauthorization from the Company, and upon satisfactory evidence of successful completion of the course, the Company will reimburse the employee an amount determined by the value and relevance of the course to the job.
- 11.9 Outside Activities** - The first professional obligation of employees shall be to the Company. Employees shall be free to engage in any activities outside working hours provided such activities do not consist of service performed for any other person or Company in direct competition with the Company or when such activities would create a conflict of interest, unless prior approval is obtained from the Company, and provided these outside activities do not interfere with their service to the company.



## ARTICLE 12

### Travel Provisions and Expenses

**12.1** Transportation - The Company shall reimburse each employee for all necessary travelling and other expenses when such travel is authorized by the Company. Use of the employee's own automobile for transportation in connection with his/her assigned duties must be previously authorized before reimbursement will be made.

**12.1.1** In such authorized cases the Company shall pay reimbursement at the rate of thirty-six cents (36¢) per kilometre with a minimum payment of three dollars (\$3.00) per day. The Company shall have the right to determine the method of transportation used except that the use of public motor buses shall not be required when other methods of transportation are available. Employees shall not be required to use their own automobiles unless they consent thereto. Employees shall be reimbursed as promptly as possible, but not more than four (4) weeks after their submission for all authorized expenses made for and on behalf of their assignments, as provided herein, upon submitting a statement for approval with receipts where appropriate on forms prescribed by the Company.

**12.1.2** The Company agrees to maintain adequate liability insurance on all vehicles owned or rented by the Company which it requests an employee to drive. Said vehicles will be maintained in a safe operating condition. Employees shall not be penalized for accidents with the Company vehicles while on an assignment except in cases of proven negligence or impairment.

**12.1.3 Travelling Time Credits** - Employees shall be credited with all time used during their day's assignments in which travelling is authorized, except as follows:

Employees travelling on a common carrier on a day when no work is done shall be credited with all time used at basic (straight time) rate, with a maximum credit of twelve (12) hours in any one day computed as follows:

- (a) When the employee departs from home, from one hour before the departure of the common carrier to the time of arrival of the common carrier at the final destination.
- (b) When the employee departs from his normal place of employment to travel on a common carrier, from the time the employee reported to his normal place of employment to the time of arrival of the common carrier at the final destination.
- (c) When the employee departs from a place of lodging when on an out-of-town assignment, from one hour before the departure of the common carrier to the time of arrival of the common carrier at the final destination.

In the case of international travel in accordance with (a) and (c) above, one hour will be added to compensate for the additional time required for Customs and Immigration clearances.

**12.1.4** When employees are required to start or end a tour of duty at a time when public or other transportation is not available, taxi fare home will be provided, when required,

to a maximum of twenty dollars (\$20.00) upon submission of a proper receipt.

**12.2** Expenses - Providing that the Company does not provide a meal (Article 12.3.1) when employees are required to work "out-of-town", they shall be reimbursed for the cost of any meal required during their regular meal period as follows:

(a) Breakfast	\$11.00
(b) Lunch	15.00
(c) Dinner	24.00

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

- (a) For Ottawa based staff, local location is considered to be any point within the amalgamated City of Ottawa and City of Gatineau. For Pembroke based staff, local location is considered to be any point inside the boundaries of and including Haley Station to the South, Eganville to the West, Deep River to the North and Fort Coulonge to the East.
- (b) "Out-of-Town" location shall be any point beyond the limits defined as "Local" location.

**12.3.1** Per **Diems** - Employees on "out-of-town" assignments which require overnight accommodation and where no meals are provided, shall receive a per diem allowance of fifty dollars (\$50.00) to cover the cost of meals and miscellaneous expenses for each completed twenty-four (24) hour period, or three dollars (\$3.00) per hour to a maximum of fifty dollars (\$50.00) when

absences involve fractions of a day. Where exceptional conditions require higher per diems than those contained herein, the Company will provide an additional amount based on conditions at the location concerned. Where suitable meals, including choice of items, recognizing individual dietary requirements including, vegetarian, religious, and/or medical considerations, are provided to employees on assignment who receive the required time away from work duties to eat, the per diem amounts may be reduced up to the amount of meal allowances involved in accordance with Article 12.2. A reduction of per diems will not apply when only light items are available at the same time work is being performed.

**12.3.2** Employees on "out-of-town" assignments requiring overnight accommodation shall receive single occupancy first class accommodation as per CAA standards at Company expense when available at the location concerned.

**12.3.3** Expense Advance - If an employee requests it, cash will be advanced to him/her in the equivalent of the estimated amount of approved expenses expected to be incurred on the assignment. Each employee must give an accounting of his/her expenses together with receipts within five (5) days after completion of the assignment.

**12.3.4** Ottawa Expense Advance - Photojournalists in Ottawa shall be given an advance of fifty dollars (\$50.00) to cover miscellaneous expenses during their assignments. An employee shall be reimbursed for approved expenses within five (5) days after an expense voucher has been submitted.

**12.3.5** Except in late breaking news assignments, the Company will use its best efforts to provide affected

employees with one (1) week notice of out-of-town assignments.

## ARTICLE 13

### Annual Vacation and Paid Holidays

**13.1** Annual Vacation - Full-time employees shall be entitled to an annual vacation with pay based on their regular rate in effect at the time the vacation is taken. Vacation credits shall be computed as of June 30th of each year, and earned in the following manner:

1. Vacation credits are earned in hours according to the schedule in #4 below.
2. When vacation time is taken, vacation credits will be deducted from the accumulated bank of hours earned in accordance with this agreement. For example, an employee who regularly works eight (8) or ten (10) hour shifts shall have eight (8) or ten (10) hours deducted from their bank of hours for each working day taken in accordance with this article. It is understood that employees are entitled to take their vacation time together with their days off. Vacation time shall be taken for a minimum of a tour of duty.
3. Vacation credits are earned between July 1 and June 30 and are calculated on June 30th each year. For example, a new full-time employee who begins to accumulate vacation credits on January 1 at the rate of eight (8) hours per month will have accumulated fortyeight (48) hours of vacation credits as of June 30th to be taken from July 1 to June 30 of the following vacation year.

4. Full time employees shall earn vacation credits as follows:
- (a) Less than twenty-four (24) months continuous employment - six and two third (6.67) hours for each completed month of employment to a maximum of 80 hours of paid time per year.
  - (b) Twenty-four (24) or more, but less than eighty-four (84) months of continuous employment [two (2) years to seven (7) years] ten (10) hours for each completed month of employment to a maximum of 120 hours of paid time per year.
  - (c) Eighty-four (84) months or more, but less than two hundred and four (240) months of continuous employment (~~7 years to 20 years~~) -thirteen and one third (13.33) hours for each completed month of employment to a maximum of 160 hours of paid time per year.
  - (d) Two hundred and forty (240) months or more, but less than two hundred and eighty-eight (288) months (20 years to 24 years) - sixteen and two third (16.67) hours for each completed month of employment to a maximum of 200 hours of paid time per year.
  - (e) More than two hundred and eighty-eight (288) months (24 years) - twenty (20) hours for each completed month of employment to a maximum of 240 hours of paid time per year.

**RECAP**

Service:

Company Seniority computed as of June 30 of each year	Duration of Vacation In Working Days	% of Gross Earnings
Less than 24 months	6.67 hours per month	@ 4%
24 to 84 months	120 hours	@ 6%
84 to 240 months	160 hours	@ 8%
240 to 288 months	200 hours	@10%
over 288 months	240 hours	@12%

**13.1.1** If employment is terminated for any reason, accrued vacation credits shall be liquidated in cash.

**13.1.2** The vacation year shall be from July 1st to June 30th. When the projected vacation is to begin and/or end during the months of July and August, the following procedure shall apply:

The Company will post a vacation planner on March 1st in each location. Employees shall submit their requests on the planner by April 1st. Approved vacation schedules will be posted no later than May 1st. Once vacation requests are approved they shall not be changed without the employee's consent, unless, due to an emergency, the Company requires the employee to work. An emergency shall be defined as an operational requirement which could not reasonably have been foreseen by the Company where there is no reasonable alternative other than changing an employee's vacation request.

When the Company changes an employee's vacation request it shall reimburse the employee for the non-refundable portion of the vacation contracts and/or reservations made by the employee upon presentation of the receipts/charges.

When the projected vacation falls outside of July and August, the following procedure shall apply:

The employee's application shall be submitted, in writing, to the supervisor at least sixty (60) days in advance of the projected vacation and the Company shall confirm the granting or denial of such dates forty (40) days before the start of the vacation.

The Company will post any unused vacation credits on January 15th of each vacation year. Each listed employee shall have until March 31st to schedule their unused vacation credits within the current vacation year. Any unscheduled vacation credits remaining after March 31st will be assigned by the Company within the time remaining in the current vacation year, provided the employee is given two (2) weeks notice of the assigned vacation.

As in the past, the Company will not unreasonably deny requests for vacation schedules on short notice. Where employees require long term notice of vacation schedules to plan and confirm travel arrangements, the Company will endeavour to confirm the granting or denial of such vacation requests of these employees.



The parties recognize that the scheduling of vacations is subject to the operational needs of the Company. Within this restriction, the parties agree that preference in the scheduling of vacation shall be given to employees within a functional group on the basis of seniority.

**13.1.3** Every employee shall be entitled to have at least two (2) weeks of his/her vacation period scheduled consecutively and request for additional consecutive vacation entitlement will not unreasonably be denied.

**13.1.4** The vacation year shall be from July 1st to June 30th. In special circumstances, with the written agreement of the Company, employees may be allowed to waive a portion of their vacation period, and allow their vacation credits to be held over to the next vacation year.

**13.2** Paid Holidays - The Company recognizes the following as paid holidays:

New Year's Day	Canada Day
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Civic Holiday	Christmas Day
	Boxing Day

In addition to the holidays listed above, one (1) additional day within the calendar year shall be available to the employee having at least six (6) months of Company seniority and shall be scheduled at a mutually agreeable time.

When one of the holidays listed above falls on a Saturday or Sunday and another week day is proclaimed a holiday by Federal, Provincial, or Municipal Authority, the Saturday or Sunday shall be deemed to be the holiday for the purposes of this Agreement, except for those employees who regularly work Monday through Friday, in which case the proclaimed day shall be the holiday.

An employee who is absent on the day prior or subsequent to a paid holiday may be required to provide a medical certificate, at the discretion of the Company, to qualify for statutory holiday pay. Where the Company requires the employee to provide such certificate it shall advise the employee in advance.

**13.2.1** Employees shall be compensated for the above holidays in the following manner:

- (a) If the holiday falls on a regular working day and the employee is not required to work, he/she shall receive his/her normal basic pay for such day [eight (8) hours at the straight time rate]
- (b) If the holiday falls on a regularly scheduled day off or during his/her vacation period, he/she may add one (1) day to his/her annual leave or be given one (1) day off with pay at a mutually agreeable time.
- (c) If a holiday falls on a scheduled work day and the employee is required to work, he/she shall receive two and one-half (2½) times his/her basic rate (which amount shall include his/her basic rate) with a minimum credit of eight (8) hours.

- (d) If the holiday falls on a scheduled day off and an employee is required to work, he/she shall receive three (3) times his/her basic rate with a minimum credit of eight (8) hours
- (e) Any time worked in excess of eight (8) hours on a holiday shall be **compensated** at one-half ( $\frac{1}{2}$ ) the basic rate in addition to the rates provided in (c) and (d) above.

**13.2.2** With respect to Article 13.2.1, (c) or (d), an employee, at his/her own option, shall be permitted to add one (1) day off to his/her annual leave or be given one (1) day off with pay at a mutually agreeable time, and this shall result in a reduction of eight (8) hours times the basic rate only from the holiday payment earned under either Article 13.2.1, (c) or (d). The employee shall indicate his/her option on his/her weekly time sheet for such holiday.

**13.3** Scheduling of Christmas and New Year's - Before October 15th of each year the employees will advise the Company of their preference of days off to be scheduled over the Christmas and New Year's holidays. The employee's choice of days off shall be considered on the basis of Company seniority within the functional group and each employee, if he/she so requests, shall be scheduled off on either Christmas Day or New Year's Day. The Company shall advise the employee of the Christmas-New Year's Schedule by November 15th.

## ARTICLE 14

### Hours and Scheduling of **Work**

**14.1 Work Week** - For full-time employees in each fourteen (14) day calendar period there shall be eighty (80) hours of work commencing at 00:01 a.m. Monday. The work day shall be a minimum of eight (8) hours exclusive of the first meal period, but inclusive of all other meal periods and break periods, but may also be ten (10) or twelve (12) hours. During this fourteen (14) day calendar period there shall be a minimum of four (4) days off, which will be scheduled in blocks of two (2) or more consecutive days. Additionally, for employees working regular ten (10) or twelve (12) hour shifts at least three (3) of their days off shall be scheduled consecutively. **No** full-time employee shall be required to work more than seven (7) consecutive days without receiving days off. If days off are scheduled before and after a paid holiday, and the employee is not required to work the paid holiday, the days off will be considered to have been scheduled consecutively.

Employees classified as clerical will have an inclusive one (1) hour first meal period. Employees classified as clerical employees will be Receptionist, Program Coordinator, Traffic Clerk.

**14.1.1 Agreed Schedules** - The Company and the Union recognize that there are different work schedules or shift patterns possible within the framework of the Company's operation other than the standard work period or work day. To this end the Company will plan with such employees work schedules which are mutually agreeable and in such cases it is agreed that the overtime provisions of Article 14 and meal provisions of Article 15 and any other Articles affected will be modified as required. Any such agreements will be put in writing, and signed by both parties and will require approval by the Local Union. However, such agreed upon schedules may be reverted to the normal work period by either the Company or the employees giving notice at least two (2) Fridays prior to the work period in question. This return to the normal work period will be made at the earliest possible date which will not incur shift change penalties or premiums.

**14.2 Tour of Duty** - A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during a day, calculated to the end of the last quarter ( $\frac{1}{4}$ ) hour in which work was performed. If a tour of duty extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts. There will be no assignment of split shifts.

**14.3 Overtime Computation** - All time worked in excess of the regularly scheduled tour of duty, as provided in Articles 14.1 and 14.1.1, in any one (1) day shall be paid at one and one half ( $1\frac{1}{2}$ ) times the basic hourly rate of the employee. An additional half ( $\frac{1}{2}$ ) times the basic hourly rate of the employee will be paid for all hours worked in excess of four (4) hours overtime worked, in any tour of duty, as provided in Articles 14.1 and 14.1.1.

**14.3.1** The Company will use its best efforts to assign overtime in a fair and equitable manner.

An employee may refuse to work overtime, however, if all employees in a classification refuse to work, the Company may require the most junior qualified employee in the classification or in the Company to do the work. In the case of work or an assignment of a continuing nature, the employee who had been assigned to the work or assignment may be required to perform the overtime.

**14.4 Posting of Schedules** - Each employee's work schedule shall be posted by 4:00 p.m. two **(2)** Fridays prior to the week covered by the work schedule. The schedule shall state clearly daily starting and finishing time and days off. Once posted, days off shall not be changed without the employee's consent. Notice of change in starting time shall be given as much in advance as possible, but not later than 1:00 p.m. of the last working day prior to the day in question. If such notice is not given, the employee shall be credited with all hours originally scheduled plus any additional hours, provided that such time is paid for at the appropriate rate.

When an employee is on duty, the Company will be deemed to have given notice when such notice is posted and the Company has made every reasonable effort to reach the employee. If the employee is off duty, the Company will notify the employee directly.

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

- 14.4.1** Except where weekend work is a reasonable condition of employment, the department heads will arrange work week schedules so that each employee shall have at least three (3) weekends off per calendar quarter, unless agreed to otherwise by the employee and management.
- 14.4.2** Except where employees are hired to work evening or night shifts, work schedules of employees shall be so arranged whereby no employee shall be required to work more than two (2) consecutive calendar weeks [ten (10) working days] on the evening or night shifts. Evening shifts will be defined as any shift that ends after 9:00 p.m. Exceptions may be granted when requested by the Company and agreed to by the employee. Where possible the starting time during any work week shall be consistent.
- 14.5** Scheduled Days Off - The two (2) consecutive days off shall consist of forty-eight (48) hours plus the turnaround period of twelve (12) hours for a total of sixty (60) hours. The three (3) consecutive days off shall consist of seventy-two (72) hours plus a turnaround period of twelve (12) hours for a total of eighty-four (84) hours. A single day off shall consist of twenty-four (24) hours plus a turnaround period of twelve (12) hours for a total of thirty-six (36) hours. Where two (2) consecutive days off in one (1) week are taken contiguously to the two (2) consecutive days off in the following week, only one (1) turnaround period shall apply.

**14.6 Work on Scheduled Days Off** - When an employee agrees to work on a scheduled day off, work performed on that day shall be compensated at one and one-half (1½) times the basic rate, with a minimum credit of four (4) hours. When an employee works on a second day off, after having worked on his/her first day off, work performed on the second day off shall be compensated at two (2) times the basic rate, with a minimum credit of eight (8) hours. When an employee works in excess of eight (8) hours on a scheduled day off, the employee shall be compensated at one-half (½) the basic hourly rate, in addition to the rates provided above.

**14.6.1** An employee may refuse to work on a scheduled day off and shall not be penalized for such refusal, however, where unexpected illness or injury to a scheduled employee, or where civil emergency requires it, work on a scheduled day off may be assigned to any available qualified employee in inverse order of Company seniority. An employee is available if they can be reached and directed to work. The Company will make a reasonable effort to reach a junior qualified employee before assigning a senior employee. A civil emergency includes a unexpected event of significant local, regional, national or international importance.

**14.6.2** Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than the fourth (4th) hour of the previous shift of the employee concerned. If such notice is not given, the employee shall receive a minimum of four (4) hours pay at the basic rate, computed separately from the work week.



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

**14.7.1** All time worked which encroaches on the turnaround period shall be paid at an additional one-half ( $\frac{1}{2}$ ) the basic hourly rate computed separately from the work week except as provided in Article 14.7.3.

**14.7.2** In the event a turnaround period is less than four (4) hours, the shift shall be considered continuous.

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

- (a) On a swing-in shift, on a regular rotating shift pattern, which occurs in conjunction with an employee's day off.
- (b) On a shift where an employee is released from duty to attend labour/management meetings.
- (c) To employees who are self assigning, except where such employees are scheduled by the Company, or where work requirements create overtime hours that are beyond the control of the employee that results in the encroachment, and where such overtime is authorized or approved by the Company.

**14.8 Call-Back** - Should an employee, who has completed his/her tour of duty, be called back to work, he/she shall be paid at the time and one-half (1%) rate with a minimum credit of four (4) hours.

**14.8.1** An employee, at his/her own discretion, may refuse to work call-back as outlined in Article 14.8 and he/she shall not be penalized for such refusal. Should all employees who could be reached refuse a call-back, the Company can assign the work to the most junior employee in the classification who can be reached and who, in the Company's opinion, is qualified to do the job, or to anyone in that functional group.

**14.9 Temporary Upgrades -**

- (a) Whenever an employee is assigned a task in a classification with a higher rate of pay, the Employer agrees to pay an additional one dollar and fifty cents (\$1.50) per hour, with a minimum credit of two (2) hours.
- (b) Where the employee is designated by the Company to temporarily act in a supervisory position not covered by this Agreement, the employee so designated shall be entitled to the upgrading set forth in 14.9 (a). An employee shall have the right to refuse supervisory duties and will not be penalized for doing so.

**14.9.1** Without his/her consent, no employee shall be permanently transferred or assigned to a position outside the bargaining unit and the employee will not be penalized for such refusal.

**14.10 Night Differential** - Employees shall be paid a night differential of **two dollars (\$2.00)** per hour for work performed between the hours of 12:00 a.m. and 6:00 a.m. with a minimum credit of one hour. Night differential shall not be deemed overtime or part of the basic pay.

**14.11 Excessive Hours and Safety** - The Company shall not assign excessive hours of work to employees. The Company also agrees to give proper attention to the elimination of working conditions which are a hazard to the health and safety of employees.

**14.11.1** Where the Health and Safety Committee and the Canada Labour Code, Part II, require it, the Company agrees to supply protective clothing and/or safety devices for employees on assignments (e.g., remotes, towers), where conditions require their use and to supply other special attire where required. Employees have an obligation to use safety equipment, materials and clothing **as** supplied, to follow procedures with respect to their **use** and to take all reasonable precautions to ensure the safety of themselves and fellow employees.

**14.11.2** A first-aid kit will be maintained in the control room area in each studio, on all locations and in all Company vehicles. **All** vehicles provided by the Company for travel to and from remote sites shall contain: first aid kits, basic tools, survival equipment (blanket, tow rope, battery cables), and a safety partition, as defined by the Health and Safety committee. The transmitter vehicle shall **also** be equipped with a radiotelephone and/or a cell phone in good working order.

Employees have an obligation to inspect supplied equipment on a regular basis and report any deficiencies to their Supervisor or Department Manager.

- 14.11.3** The Company shall pay a monthly bonus of ten dollars (\$10.00) (not to be included in base rate) to each bargaining unit member [to a maximum of two (2) employees in Pembroke and one (1) in Ottawa at any one time]. The members may hold either a valid Industrial First Aid or St. John's Ambulance Certificate.
- 14.11.4** All ladders used on electrical outlets, scaffolding and platforms must be in compliance with safety laws.
- 14.11.5** No employee shall be disciplined or discharged for refusal to work on a job in any work place or to operate any equipment where he/she has reasonable grounds to believe that it would be unsafe or unhealthy to do so or where it would be contrary to applicable Federal, Provincial, or Municipal regulations or legislation. Where, in such circumstances, the employee does not work, he/she shall not suffer a loss of pay.
- 14.11.6** The Company shall provide inspections and necessary repairs to VDT's and CRT's to ensure that equipment meets pertinent Federal or Provincial standards. The Company will provide for employees who are pregnant and who operate VDT's or CRT's protective screens for the duration of the pregnancy.

- 14.11.7** A Joint Health and Safety Committee shall be constituted consisting of an equal number of representatives of Management and the Union, which shall identify potential dangers and health hazards, and obtain information from the Company or other persons respecting the identification of hazards and health and safety experience and work practices and standards elsewhere. The committee shall meet at least once a month. Notes shall be taken of all meetings and copies shall be sent to the Company and the Union. Time spent on the Safety Committee to attend meetings or inspections will be considered as time worked.
- 14.11.8** Two (2) representatives of the Joint Health and Safety Committee, one (1) from Management and one (1) from the Union, shall make periodic inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. Time spent on such inspections shall be considered as time worked.
- 14.11.9** The Joint Health and Safety Committee shall have access to the accident reports submitted to the Insurance Company and the government or its agencies.
- 14.11.10** In the case of hazardous, inclement weather, no reasonable request for assistance in servicing remote sites will be denied.
- 14.12 Assistance** - In the operation of ENG/EFP cameras, Live Eye and related equipment, it is understood that employees will not be unreasonably denied assistance when it is requested.

**ARTICLE 15****Meal Periods and Rest Periods**

**15.1 First Meal Period** - The present practice of employees receiving a first meal period of not less than thirty (30) minutes, and not more than sixty (60) minutes, shall be continued. The first (1st) meal period shall not be scheduled before the end of the third (3rd) hour of the tour of duty, and shall be completed by the start of the seventh (7<sup>th</sup>) hour. Employees who are scheduled to work on a regular ten (10) to twelve (12) hour tour of duty will have a first meal period of one (1) hour which shall commence not earlier than the beginning of the fifth (5<sup>th</sup>) hour and be completed by the beginning of the eighth (8<sup>th</sup>) hour. Time under this article shall be computed from the beginning of the tour of duty.

<b>Shifts</b>	<b>Meal Window</b>
<b>05:00 – 14:00</b>	<b>(08:00-11:00)</b>
<b>07:00 – 16:00</b>	<b>(10:00-13:00)</b>
<b>10:00 – 19:00</b>	<b>(13:00-16:00)</b>
<b>14:35 – 23:35</b>	<b>(17:35-20:35)</b>

**15.2 Second and Subsequent Meal Period**

- (a) Employees who are not on a regular twelve (12) hour tour of duty and are required to work more than a ten (10) hour tour of duty will be assigned a second meal period of not less than thirty (30) minutes nor more than sixty (60) minutes during the ninth (9<sup>th</sup>), tenth (10<sup>th</sup>) or eleventh (11<sup>th</sup>) hour of the tour.
- (b) An additional meal period of not less than thirty (30) minutes and not more than sixty (60) minutes will be assigned when employees are required to work more than a fifteen (15) hour tour of duty.

**15.3** When an employee has not been given a meal period within the time limits required by Articles 15.1 and 15.2, the employee shall be compensated an additional thirty (30) minutes or sixty (60) minutes, depending on the length of the meal period that should have been received, at one and one-half (1 1/2) times the employees basic rate, computed separately from the work week, in addition to the overtime payment for the additional time worked.

**15.4** In no event shall an employee be required to work more than six (6) hours without a meal period, except in the case of a broadcast "on-air" emergency.

- 15.5** Rest Periods - All employees shall be entitled to two (2) ~~fifteen~~ (15) minute rest periods during each tour of duty. Rest periods shall be arranged so as not to interfere with the efficient operation of the station. They shall not be scheduled or assigned during the first or last hour of a tour of duty, nor will they be scheduled or assigned consecutively without the agreement of the employee.

## **ARTICLE 16**

### **General Wage Provisions and Wages**

- 16.1** Employees shall be paid according to the wage scale of the classification for which they are hired and/or assigned, with credit for years of service within the classification and any credit for industry experience recognized by the Company at the time of hiring. There shall be no automatic progression to senior classifications in higher wage scales.
- 16.2** For employees hired on or before December 1, 2001, who remain in the same classification as of the effective date of this Agreement, progression up the salary scale within each classification shall automatically occur on the anniversary date of this agreement (i.e. scale increase on December 1, 2004 and December 1, 2005 and December 1, 2006).



For employees hired after December 1, 2001 and for employees hired before December 2001 who have changed classifications subsequent to December 1, 2001, progression up the salary scale within each classification shall automatically occur on the first complete pay period of the month following nearest to the employee's annual anniversary of the date of hire or transfer, into the new classification.

- 16.3** When an employee is transferred into a higher pay classification he/she shall immediately move into the higher salary scale and receive a salary increase which is at least the equivalent of one (1) full increment in his/her former group, plus the amount necessary to place him/her on step in the new group, and shall automatically progress upward on the annual anniversary date of his/her upgrading. One (1) full increment means the increase in pay that the employee would have next received had he/she remained in his/her former classification, or if he/she is at the top of his/her scale, the increase he/she last received in reaching the top rate. Acceleration of progression within a group shall constitute a change of anniversary date consistent with the date of acceleration and upward progression shall automatically occur on the annual or date of the acceleration implementation.

- 16.4** Approximately one-half ( $\frac{1}{2}$ ) of the employee's regular net monthly salary will be paid on the 15th of the month and the balance on the last day of the month by cheque or bank deposit. Where the 15th or the last day of the month falls on a Saturday, Sunday or a legal banking holiday the payment will be made the previous Friday. Overtime and penalty payments will be made in conjunction with the regular salary payments no later than two pay periods following the pay period during which it was earned and claimed.
- 16.5** In the event pay day(s) occur during an employee's vacation period, he/she shall, upon written request, with reasonable notice, receive his/her vacation pay prior to going on vacation.
- 16.6** Any employee returning to work in his/her former classification after a layoff, shall return at the rate of pay according to his/her classification at time of said layoff.
- 16.7** All employees **shall complete** and submit time cards recording overtime, temporary upgrade, and payment for other terms and conditions covered by this agreement. In the event that there is a change made to an employee's timecard, the Supervisor will consult with the employee. If the change is not agreed to, a copy of the revised timecard will be given to the employee. With respect to the completion of time cards the employee will receive instructions at the time of hiring.

## 16.8 Wage Classifications

### Group A – General Labour, Cleaner

	Dec 1/04		Dec 1/05		Dec 1/06				
	Annual	Wkly	Hrly	Annual	Wkly	Hrly	Annual	Wkly	Hrly
Start	\$21856.60	\$420.32	\$10.51	\$22512.30	\$432.93	\$10.82	\$22962.55	\$441.59	\$11.04
Level 1	\$22699.14	\$436.52	\$10.91	\$23380.11	\$449.62	\$11.24	\$23847.71	\$458.61	\$11.47
Level 2	\$23834.10	\$458.35	\$11.46	\$24549.12	\$472.10	\$11.80	\$25040.10	\$481.54	\$12.04
Level 3	\$25025.81	\$481.27	\$12.03	\$25776.58	\$495.70	\$12.39	\$26292.11	\$505.62	\$12.64
Level 4	\$26277.09	\$505.33	\$12.63	\$27065.40	\$520.49	\$13.01	\$27606.71	\$530.90	\$13.27

**Group B - Receptionist**

	Dec 1/04		Dec 1/05		Dec 1/06				
	Annual	Wkly	Hrly	Annual	Wkly	Hrly	Annual	Wkly	Hrly
<b>Start</b>	\$24632.45	\$473.70	\$11.84	\$25371.42	\$487.91	\$12.20	\$25878.85	\$497.67	\$12.44
<b>Level 1</b>	\$26109.47	\$502.11	\$12.55	\$26892.75	\$517.17	\$12.93	\$27430.61	\$527.51	\$13.19
<b>Level 2</b>	\$27414.94	\$527.21	\$13.18	\$28237.39	\$543.03	\$13.58	\$28802.14	\$553.89	\$13.85
<b>Level 3</b>	\$28785.69	\$553.57	\$13.84	\$29649.26	\$570.18	\$14.25	\$30242.24	\$581.58	\$14.54
<b>Level 4</b>	\$30224.98	\$581.25	\$14.53	\$31131.73	\$598.69	\$14.97	\$31754.36	\$610.66	\$15.27





Group E – Audio Operator, Creative Writer/Producer, ENG-EFP Camera,  
 Engineering Technical Assistant, Graphics Operator, News VTR Playback/Editor,  
 Promotions Assistant, Production Assistant, Senior Master Control Operator,  
 Video Librarian/Editor

	Dec 1/04		Dec 1/05		Dec 1/06		Annual	Wkly	Hrly
	Annual	Wkly	Annual	Hrly	Annual	Hrly			
Start	\$33430.71	\$642.90	\$34433.63	\$662.19	\$35122.30	\$675.43	\$675.43	\$16.89	\$16.89
Level 1	\$35288.83	\$678.63	\$36347.49	\$698.99	\$37074.44	\$712.97	\$712.97	\$17.82	\$17.82
Level 2	\$37145.92	\$714.34	\$38260.30	\$735.77	\$39025.50	\$750.49	\$750.49	\$18.76	\$18.76
Level 3	\$39003.22	\$750.06	\$40173.32	\$772.56	\$40976.78	\$788.02	\$788.02	\$19.70	\$19.70
Level 4	\$40953.38	\$787.57	\$42181.98	\$811.19	\$43025.62	\$827.42	\$827.42	\$20.69	\$20.69
Level 5	\$43001.05	\$826.94	\$44291.08	\$851.75	\$45176.90	\$868.79	\$868.79	\$21.72	\$21.72

**Group F – Creative Services Producer/Editor, Director, Floater, Graphics Designer,  
 Microwave Truck Operator, Programming Editor/Producer, Senior Audio Operator,  
 Senior Creative Services Writer/Producer, Senior ENG-EFP Camera,  
 Senior Librarian/Editor, Senior News VTR Playback/Editor, Technical Director**

	Dec 1/04			Dec 1/05			Dec 1/06			
	Annual	Wkly	Hrly	Annual	Wkly	Hrly	Annual	Wkly	Hrly	
Start	\$37145.92	\$714.34	\$17.86	\$38260.30	\$735.78	\$18.39	\$39025.51	\$750.49	\$18.76	
Level 1	\$39209.01	\$754.02	\$18.85	\$40385.28	\$776.64	\$19.42	\$41192.99	\$792.17	\$19.80	
Level 2	\$41272.10	\$793.69	\$19.84	\$42510.26	\$817.51	\$20.44	\$43360.47	\$833.86	\$20.85	
Level 3	\$43335.71	\$833.38	\$20.83	\$44635.78	\$858.38	\$21.46	\$45528.49	\$875.55	\$21.89	
Level 4	\$45502.50	\$875.05	\$21.88	\$46867.57	\$901.30	\$22.53	\$47804.92	\$919.33	\$22.98	
Level 5	\$47777.61	\$918.80	\$22.97	\$49210.94	\$946.36	\$23.66	\$50195.16	\$965.29	\$24.13	



**Group G – Maintenance Technician, Reporter, Senior Creative Services Producer/Editor,  
Senior Director, Senior Graphics Designer, Senior Technical Director,  
Supervisor Commercial Production, Videographer,**

	Dec 1/04			Dec 1/05			Dec 1/06		
	Annual	Wkly	Hrly	Annual	Wkly	Hrly	Annual	Wkly	Hrly
Start	\$41190.73	\$792.13	\$19.80	\$42426.45	\$815.89	\$20.40	\$43274.98	\$832.21	\$20.81
Level 1	\$43566.94	\$837.83	\$20.95	\$44873.95	\$862.96	\$21.57	\$45771.43	\$880.22	\$22.01
Level 2	\$45858.69	\$881.90	\$22.05	\$47234.45	\$908.35	\$22.71	\$48179.14	\$926.52	\$23.16
Level 3	\$48151.62	\$925.99	\$23.15	\$49596.17	\$953.77	\$23.84	\$50588.10	\$972.85	\$24.32
Level 4	\$50559.21	\$972.29	\$24.31	\$52075.98	\$1001.46	\$25.04	\$53117.50	\$1021.49	\$25.54
Level 5	\$53087.17	\$1020.91	\$25.52	\$54679.78	\$1051.53	\$26.29	\$55773.38	\$1072.56	\$26.81

**Group H – Anchor/Reporter. Senior Technician**

	Dec 1/04		Dec 1/05		Dec 1/06				
	Annual	Wkly	Hrly	Annual	Wkly	Hrly	Annual	Wkly	Hrly
<b>Start</b>	\$45858.69	\$881.90	\$22.05	\$47234.45	\$908.35	\$22.71	\$48179.14	\$926.52	\$23.16
Level 1	\$48406.91	\$930.90	\$23.27	\$49859.12	\$958.83	\$23.97	\$50856.30	\$978.01	\$24.45
Level 2	\$50954.10	\$979.89	\$24.50	\$52482.72	\$1009.28	\$25.23	\$53532.38	\$1029.47	\$25.74
Level 3	\$53501.81	\$1028.88	\$25.72	\$55106.86	\$1059.75	\$26.49	\$56209.00	\$1080.94	\$27.02
Level 4	\$56176.90	\$1080.33	\$27.01	\$57862.21	\$1112.73	\$27.82	\$59019.45	\$1134.99	\$28.37
Level 5	\$58985.74	\$1134.34	\$28.36	\$60755.31	\$1168.37	\$29.21	\$61970.42	\$1191.74	\$29.79

Group I – Breakfast/Noon Anchor

	Dec 1/04		Dec 1/05		Dec 1/06		Hrly	Hrly	
	Annual	Wkly	Annual	Wkly	Annual	Wkly			
Start	\$50954.10	\$979.89	\$52482.72	\$1009.28	\$53532.38	\$1029.47	\$25.23	\$1029.47	\$25.74
Level 1	\$53501.81	\$1028.88	\$55106.86	\$1059.75	\$56209.00	\$1080.94	\$26.49	\$1080.94	\$27.02
Level 2	\$56176.90	\$1080.33	\$57862.21	\$1112.73	\$59019.45	\$1134.99	\$27.82	\$1134.99	\$28.37
Level 3	\$58985.74	\$1134.34	\$60755.31	\$1168.37	\$61970.42	\$1191.74	\$29.21	\$1191.74	\$29.79
Level 4	\$62076.60	\$1193.78	\$63938.90	\$1229.59	\$65217.67	\$1254.19	\$30.74	\$1254.19	\$31.35
Level 5	\$65329.41	\$1256.33	\$67289.29	\$1294.02	\$68635.08	\$1319.91	\$32.35	\$1319.91	\$33.00

**Group J – 6:00 PM NCD Anchor**

	Dec 1/04		Dec 1/05		Dec 1/06		Hrly	Wkly	Annual
	Annual	Wkly	Hrly	Annual	Wkly	Annual			
<b>Start</b>	\$56176.90	\$1080.33	\$27.01	\$57862.21	\$1112.73	\$27.82	\$59019.45	\$1134.99	\$28.37
<b>Level 1</b>	\$58985.74	\$1134.34	\$28.36	\$60755.31	\$1168.37	\$29.21	\$61970.42	\$1191.74	\$29.79
<b>Level 2</b>	\$62076.60	\$1193.78	\$29.84	\$63938.90	\$1229.59	\$30.74	\$65217.68	\$1254.19	\$31.35
<b>Level 3</b>	\$65329.41	\$1256.33	\$31.41	\$67289.29	\$1294.02	\$32.35	\$68635.08	\$1319.91	\$33.00
<b>Level 4</b>	\$68752.68	\$1322.17	\$33.05	\$70815.26	\$1361.83	\$34.05	\$72231.57	\$1389.07	\$34.73
<b>Level 5</b>	\$72355.32	\$1391.45	\$34.79	\$74525.98	\$1433.19	\$35.83	\$76016.50	\$1461.86	\$36.55

- 16.8.1** The rates in the above scales are minimum rates.
- 16.8.2** For purposes of computation and this Agreement, the basic hourly rate of the employee shall be 1/40 of the weekly salary set forth above.
- 16.9 Stand-By** - Maintenance Technicians, ENG Camera persons and Photojournalists assigned to stand-by during their off hours shall be compensated at the rate of one dollar and fifty cents (\$1.50) per hour. However, when assigned to stand-by on a scheduled day off, a minimum payment of thirty-five dollars (\$35.00) shall be paid. Stand-by shall be computed separately from the work week and shall be paid in addition to any payments required under the Agreement for time worked. The Company agrees to continue the present practice of remuneration of maintenance technicians at two hundred dollars and (\$200.00) weekly when assigned to stand-by for week blocks of time.
- 16.10** Initiating in the fall of 2005, effective upon completion of their probationary period and every three (3) years thereafter, **all** full-time (and regular part-time employees who have six (6) months consecutive employment with the Company and who regularly work an average of twenty (20) hours per week) ENG-EFP Camera Operators, Videographers, and Live Eye Operators shall be provided with a winter parka. Such parka shall remain the property of the Company. In such case the employees as a group shall have input on the selection of a suitable parka (through an employee representative selected by the Union).

- 16.10.1** Initiating in the fall of 2005, effective upon completion of their probationary period and every three (3) years thereafter, all full-time (and regular part-time employees who have six (6) months of consecutive employment with the Company and who regularly work an average of twenty (20) hours per week) ENG-EFP Camera persons, Videographers, and Live Eye Operators shall be provided with winter boots and winter pants.
- 16.10.2** The Company shall supply ENG-EFP Camera persons, Videographers, and Live Eye Operators with Winter Gloves when required, but, not more than once a year.
- 16.11 ON AIR Commercial- Presentation/Performance Fees** The following minimum fees shall apply to employees performing outside their normal job function or when employed on a per commercial basis.

Commercial Voice Over

\$15.00 per spot tag

\$20.00 per 15 second spot

\$35.00 per 30 second spot

## ARTICLE 17

### Effective Date and Duration

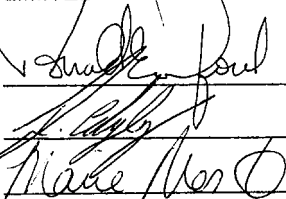
- 17.1** This Agreement shall commence on December 1, 2004 and shall remain in force until November 30, 2007.
- 17.2** In the event that prior to the expiration date of this Agreement either party desires to negotiate a new Agreement, notice in writing by registered mail or fax shall be given to the other party not less than thirty (30) days and not more than ninety (90) days prior to the expiry date of this Agreement. In the event such notice is given, this Agreement shall continue in full force, until a new Agreement is concluded or until a legal strike/lockout day occurs following conciliation pursuant to the provisions of the Canada Labour Code, whichever **first** occurs.
- 17.3** Upon receipt of notice from either party of a desire to negotiate a new Agreement as provided in Article 17.2 above, a meeting shall be held between the parties within twenty (20) days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached, or until either party makes application for conciliation.
- 17.4** If neither party gives notice of termination nor a desire to negotiate a new Agreement, this Agreement shall be automatically renewed for a further period of one (1) year.

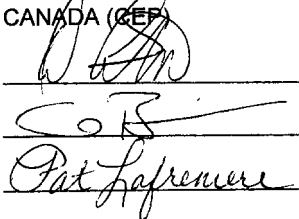
**17.5** The parties to this Agreement declare that it contains responsibilities and obligations for each such party and that in signing the Agreement, it binds the parties during the Agreement to do everything they are required to do by the Agreement and to refrain from doing anything they are not permitted to do by the Agreement. The parties further understand and declare that in case any provisions of this Agreement are now, or hereafter, inconsistent with any statute of Canada or any Order-in-Council or regulations passed thereunder, such provisions shall be to that extent deemed null and void or shall be applied in such manner as will conform with law.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES THIS 15<sup>th</sup> DAY OF September 2006.

CHRO TELEVISION,  
A DIVISION OF CHUM  
LIMITED

COMMUNICATIONS,  
ENERGY AND PAPER-  
WORKERS UNION OF  
CANADA (CEP)

  
\_\_\_\_\_  
Mark Morin

  
\_\_\_\_\_  
Pat Lafreniere



## ARTICLE 18

### NON DISCRIMINATION/HARASSMENT POLICY

#### 18.0 Preamble

All employees of the Company are entitled to employment in a work environment that is free from all forms of discrimination, including personal harassment. This Policy and procedure outlines the commitment of CHUM Limited to ensure a harassment free workplace as required under the Canadian Human Rights Act and will act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment.

This Policy exists to underline the seriousness of workplace harassment and to establish that there is no acceptable level of harassment within the Company. Employees who feel that they are being harassed are encouraged to seek protection under this policy.

Proscribed grounds include race, national or ethnic origin, colour, religion, age, gender, marital status, family status, disability and conviction for which a pardon has been granted.

Harassment on any of these grounds, including personal and sexual harassment, is a form of misconduct.

The Company has made and will continue to make every reasonable effort to ensure that no employee is subject to discrimination or harassment by any other employee, while performing his/her employment responsibilities.

### **Definition of Discrimination/Harassment**

Harassment is defined as a “course of vexatious comment or conduct that is known or ought to be known to be unwelcome, that denies individual dignity and respect on the basis of such grounds as sex, disability, race, colour, sexual orientation and other prohibited grounds”. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

Conduct that is discriminatory or harassing may involve one or a series of incidents. Conduct that occurs when:

- A) submission to such conduct is reasonably perceived as a term or condition of employment (including availability or continuation of work, promotional or training opportunities);
- B) submission to or rejection of such conduct is used to influence decisions or employment matters;
- C) such conduct interferes with an individual's job performance;
- D) such conduct humiliates, insults or intimidates any individual;

Discrimination or harassment can include (but not limited to):

- A) verbal abuse or threats;
- B) unwelcome remarks, jokes and innuendoes, or taunting about a person's body, attire, or sexual orientation;

- C) practical jokes which cause awkwardness or embarrassment;
- D) unwelcome invitations or requests, whether indirect or explicit or intimidation;
- E) leering at a person's body or other gestures;
- F) condescension which undermines self respect;
- G) unnecessary physical contact such as touching, patting, pinching, punching;
- H) physical (sexual) assault;

### What Harassment is NOT

Properly discharged supervisory responsibilities including disciplinary action are not considered to be harassment. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

### How to Tell if Harassment has Occurred

Harassment will be considered to have taken place if a reasonable person ought to have known that such behaviour was unwelcome. Examples of questions that would indicate whether an activity is welcomed, are:

- A) Would you want that employee acting the same way with your own loved one (spouse or child?)
- B) Would that employee behave the same way if someone they were in a relationship with was standing nearby?
- C) Was there an equal initiation and participation between the employees?

## **What to do if you are being discriminated against or harassed**

**Discriminated Against** - An employee who believes that he or she has been discriminated against under the provisions of the Canada Human Rights Act should raise the matter with his/her Department Head.

**Harassed** - An employee who believes that he or she is being harassed should not assume that the problem will go away by itself. The employee should not assume that the harassment has to be endured because of possible retaliation, nor should the employee feel guilty or embarrassed. The following steps should be followed:

**STEP 1:** Say "NO". Tell the person who is harassing you that his or her behaviour is unwelcome by clearly describing the behaviour that you find unacceptable and asking that the behaviour stop.

**STEP 2:** Make a record of the harassment - date, time, location, what happened, witnesses, any action you took to stop the behaviour.

**STEP 3:** If the harassment continues despite your objections, lodge a complaint with your Department Head. The record from STEP 2 will assist in the investigation of the complaint.

**NOTE** - In either case, if you believe that it would be inappropriate to lodge the complaint with your Department Head, then you should lodge the complaint with the General Manager.

## **Resolving the Complaint**

Upon receipt of a complaint, an investigation will be undertaken which will involve interviewing: the complainant, the alleged harasser, and anyone else who has information.

The alleged harasser will be made aware of the complaint and be given an opportunity to respond.

All information gathered will be held in strict confidence and documented.

The complainant's name and/or the circumstances relating to the complaint will not be disclosed to any person except where disclosure is necessary for the purpose of investigating the complaint or initiating disciplinary measures.

If harassment is founded, the harasser will be subject to appropriate discipline up to and including termination.

If the complaint is found to be without merit, all documentation will be destroyed. In order to protect the alleged harasser's reputation, those individuals who were involved in the investigation will be advised that the complaint was unfounded.

## LETTER OF AGREEMENT #1

**Banked Time Program** - Employees may participate in the banked time program as follows: Any time off under this letter must be pre-approved by the employee's manager.

- i) An employee may accumulate and take equivalent time off in lieu of payment for overtime hours, work on a day off, or work on a holiday and shall record the equivalent hours on his/her time sheet.
- ii) This banked time may be accumulated between July 1<sup>st</sup> and June 30<sup>th</sup> each year. Banked time can be scheduled to be taken at a time mutually agreed to by the employee and his/her supervisor.
- iii) The rate of accumulation shall be determined by the rate of pay provided in the pertinent section of the Agreement. For example, an employee working eight (**8**) hours on a day off shall receive a credit of  $8 \times 1.5 = 12$  hours of straight time pay, and accordingly, twelve (12) hours shall be accumulated as banked time.
- iv) If the employee has not taken, or scheduled the banked time to be taken, all accrued banked time shall be liquidated in cash on June 30<sup>th</sup>.
- v) If employment is terminated for any reason, accrued banked time shall be liquidated in cash.

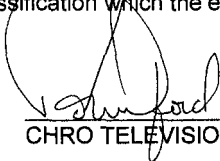
  
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CHRO TELEVISION  
\_\_\_\_\_  
CEP

**LETTER OF AGREEMENT # 2****Use of "On Air" Radio Employees**

It is agreed that nothing in this agreement shall prevent the Company from using CHUM Limited radio employees in Ottawa to enhance its "on air" presentation. When this is to occur the Company will advise the National and Local Union of the name of the individual and the role they are to play.

It is agreed that these employees shall not be used to circumvent the provisions of Article 10.1. With the exception of vacation pay on additional earnings these employees shall not retain rights under this agreement.

Dues shall be remitted to the union in accordance with the collective agreement based on an equivalent rate to the classification which the employee is assigned.



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## Letter of Agreement #3

### **Consolidation of Certain Operations and Functions**

During Collective Bargaining related to the renewal of this Agreement the Company declared to the Union its intention to consolidate certain operations and functions related to the transfer of Master Control and Traffic Functions to a location outside Pembroke and Ottawa.

In addition to the amendments which the parties have made to this Agreement and in recognition of the employment market in Pembroke the parties have specifically agreed to the following;

1. At the conclusion of bargaining the Company will declare the change in New Equipment and Methods to employees.
2. The Company will post a list of the affected positions and any new or existing vacancies within or outside the bargaining unit to which affected employees may express an interest.
3. Employees whose positions are affected under this Letter shall be eligible for redeployment to temporary and/or full-time vacancies at either location within the bargaining unit on the basis of seniority. The Company will declare at the time of notification in accordance with Article 10.2 the positions to be affected and the location affected (Pembroke and/or Ottawa). In addition the Company will post a list of any new or existing vacancies in the bargaining unit. An affected employee shall have seventy-two (72)




working hours to identify their interest in redeployment to any new or existing vacancy.

4. It is agreed that an affected employee shall be considered for a temporary or full-time vacancy where the parties agree the employee possesses the occupational qualifications to apply themselves to familiarization opportunities in order to perform the requirements of the job on the date the new equipment or method takes effect. An affected employee who identifies their interest in redeployment with familiarization shall be reasonably accommodated. Where the Company and the Union agree that two employees should be considered for an existing vacancy only the senior qualified employee shall be confirmed in the position.
5. It is agreed that the Company may backfill any affected position in accordance with Article 2.4.1 (e) (ii) where an affected employee is released from duty to receive familiarization.
6. Should no vacancy exist at the time notice under this Letter is declared, an affected employee who accepts to be recalled in accordance with Article 9.5 shall be entitled to be accommodated as per above for any vacancy which arises during the re-engagement period.
7. An affected employee who is successful in accordance with #4 above shall be confirmed in the new position. An affected employee who is unsuccessful in qualifying for a vacancy by the effective date of the change in equipment or method of work or by the end of a reasonable period (4 weeks) of familiarization shall be subject to the provisions of Article 9.4, except

the right to bump (Article 9.4 (d)), and will exercise a choice to be recalled or laid off.

8. An affected employee who is not eligible for redeployment or chooses not to identify an interest shall be entitled to exercise all of their seniority rights in accordance with Article 9.4.
9. An affected employee who is relocated or redeployed from one location to another location shall be entitled to reimbursement of pre-authorized expenses up to twenty-five hundred dollars (\$2500.00) upon presentation of receipts. Such expenses may include the cost of travel, accommodation, and any expenses related to the relocation. At its discretion the Company may authorize higher amounts.
10. The Company agrees to release Union Official(s) from work, without loss of pay or other benefits, to **reasonably assist** affected employees and to fulfill the joint efforts described herein.



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**LETTER OF UNDERSTANDING # 1****Employment Equity (EE)**

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

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

  
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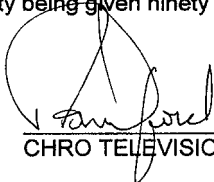
## LETTER OF UNDERSTANDING # 2


### Disabled Employees

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

- (a) During an employee's rehabilitative stage, the employee may be temporarily assigned to perform bargaining unit work without having to comply with the provisions of Article 9.2 (Vacancies), provided that no employee is displaced by the disabled employee. All other terms of the Collective Agreement would apply to the disabled employee.
- (b) Once the employee's rehabilitation is complete, the parties will make all reasonable efforts to accommodate the disabled employee in his/her former job. Where this is not practicable, the disabled employee may not displace any employee, but may be awarded any full-time, temporary or term position, without regard to the seniority provisions of the Agreement. The employee must still be able to demonstrate that he/she has the skills, qualifications and abilities to perform the job in accordance with Company standards.

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

  
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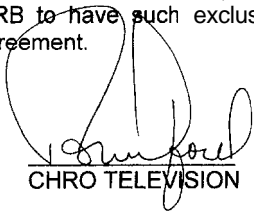
  
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**LETTER OF UNDERSTANDING #3****CIRB Certificate**

The parties have agreed to jointly amend Article 2.2 of the Collective Agreement and to apply to the Canada Industrial Relations Board for an amended certificate to reflect the joint agreement. As part of that joint agreement the parties agreed that the following new "excluded" positions would have only one (1) incumbent:

Traffic Supervisor  
Accounting Supervisor  
Engineering Supervisor  
Supervisor, News Administration  
Art Director

The parties further agreed that there will be a maximum of one (1) Operations Supervisor per location, Pembroke and Ottawa. Nothing in this letter prevents the Company from proposing to add more incumbents to the aforementioned positions, and if agreement is not reached with the Union, the Company may apply to the CIRB to have such exclusions added to the Collective Agreement.



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## LETTER OF UNDERSTANDING#4


### Hosts

The parties have agreed to jointly amend Article 2.2 of the Collective Agreement and to apply to the Canada Industrial Relations Board for an amended certificate to reflect the joint agreement. As part of that joint agreement the parties agreed that the new "excluded" position, "Host", would not be part of the bargaining unit.

It is understood that the above mentioned position shall not be a permanent or dependant employee of CHRO-TV. In addition, it is understood a "Host" would be retained on a program project basis to perform "on air" hosting functions and shall not be used to replace, displace, or avoid the hiring of an employee in the bargaining unit.



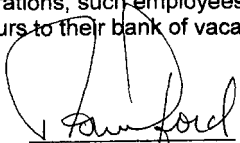
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**LETTER OF UNDERSTANDING #5****Statutory Holidays on a Scheduled Day Off**

Further to Article 13.2.1 (b), an employee who regularly works either eight, ten, or twelve hour shifts, shall be entitled to add the hours regularly worked to their bank of vacation time. For employees who work different shift durations, such employees shall be entitled to add eight hours to their bank of vacation time.



J. Crawford  
CHRO TELEVISION

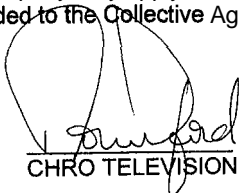


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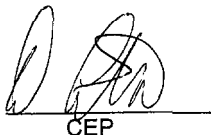


**LETTER OF UNDERSTANDING #6****Confidential Secretaries**

The parties agree that the Company may propose to add more incumbents to the position of Confidential Secretary (who may not report to the "aforementioned positions" as per Article 2.2) and, if agreement is not reached, the Company may apply to the CIRB to have such exclusions added to the Collective Agreement.



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## LETTER OF UNDERSTANDING #7

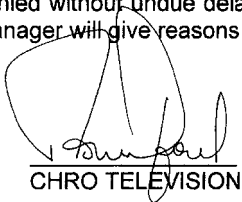
### Outside Activities - Independent Production

Further to the provisions of Article 11.9, it is understood that employees wishing to involve themselves on their own time as members of Independent Productions will adhere to the following procedure:

The specific request will be put in writing and submitted to the appropriate manager for approval;

The request will contain the name of the project and production company and a brief description of the employee's involvement.

It is understood that requests will be considered on a fair and equitable basis giving due consideration to the aspirations of the employee and the competitive position of the Company. Such requests will be approved or denied without undue delay. If the request is denied, the manager will give reasons for the denial.



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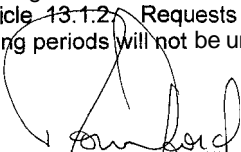


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**Letter of Understanding# 8****Article 13.1.2 Annual Vacations****Part of Article 13.1.2 says the following;**

The parties recognize that the scheduling of vacations is subject to the operational needs of the Company. Within this restriction, the parties agree that preference in the scheduling of vacation shall be given to employees within a functional group on the basis of seniority.

It is understood that employees shall be free to request annual vacation during broadcast rating periods. Management will review the request in accordance with Article 13.1.2. Requests for vacation during broadcast rating periods will not be unreasonably denied.



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