

COLLECTIVE AGREEMENT

BETWEEN:

CTV Sault Ste. Marie a division of Bell Media
(hereinafter called the "Company")



OF THE FIRST PART;

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3540
(hereinafter called the "Union")



OF THE SECOND PART.

Effective from: September 1, 2016

To: August 31, 2019

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CTV SAULT STE. MARIE A DIVISION OF BELL MEDIA

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THIS AGREEMENT made the 17th day of November, 2016

B E T W E E N:

**CTV Sault Ste. Marie a division of Bell Media
(hereinafter called the "Company")**

**OF THE FIRST PART;
AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3540
(hereinafter called the "Union")
OF THE SECOND PART**

ARTICLE 1.00--GENERAL PURPOSE OF AGREEMENT

1.01 The parties are agreed that the purpose of the Agreement is to provide orderly collective bargaining relations between the Company and the Union and the employees of the Company, to secure prompt and equitable disposition of grievances and to eliminate interruptions of work and interference with the proper operation of the Company's business and to set out the Agreement reached between the parties with respect to the matters hereinafter set out as conditions to employment for employees covered by this Agreement.

ARTICLE 2.00--USE OF TERMS

2.01 The feminine or masculine gender may be used interchangeably through this Agreement; wherever one gender is used, it shall be construed as meaning the other, if the facts or context require.

2.02 Wherever the singular is used, it shall be construed as meaning the plural, if the facts so require.

ARTICLE 3.00--RECOGNITION

3.01 The Company recognizes the Union as the sole and exclusive collective bargaining agency for "all" employees of the Company excluding Station Manager, Confidential Secretaries, Sales Manager, Salespeople, Traffic Supervisor, Creative Services Manager, News Director, Assistant News Director, Sports Director, Director of Engineering, Production Manager, Operations Manager and Local Program Manager.

ARTICLE 4.00--NO OTHER AGREEMENTS

- 4.01 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative, which may conflict with the terms of this Agreement.

ARTICLE 5.00--NO DISCRIMINATION

- 5.01 The Company and the Union agree there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any of the employees for reasons of membership or activity in a Union, race, creed, colour, age, sex, marital status, religion, nationality, ancestry, place of origin, sexual orientation, political affiliation or activity, family relationship or physical handicap.
- 5.02 There shall be no sexual harassment of any employee, in accordance with the Canada Labour Code as amended from time to time.

The foregoing shall be amended from time to time to comply with changes to the Canada Labour Code.

ARTICLE 6.00--UNION SECURITY

- 6.01 To apply to full-time and part-time employees.

It is recognized by the parties that present employees in bargaining unit positions shall have freedom of choice as to joining or not joining the Union. However, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

- 6.02 Check-off Of Union Dues

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

- 6.03 Amount of Dues

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

- 6.04 Indemnification

The Union shall indemnify the Company and hold it harmless against any and all suits, claims, demands, and liabilities, which may arise out of any action taken by the Company on the instructions of the Union for the purpose of complying with any provisions of this Article.

6.05 Remittance to Union

All Union dues deducted from the employees shall be remitted to the National Secretary-Treasurer with a copy to the Local's Secretary-Treasurer by wire transfer the amount so deducted no later than two (2) weeks of every second pay period.

6.06 Income Tax

The Company shall include the total amount of dues paid by the employee each year on his/her income tax form (T4 slip) in the designated area.

ARTICLE 7.00--MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, direct, promote, transfer, layoff, recall after layoff, and discharge, suspend or otherwise discipline employees for just cause;
- (c) determine in the interest of efficient operations and the highest standards of service, job rating classifications, work assignments, methods of performing the work and the working establishment;
- (d) determine and control all programs, the number and location of plants, the amount of supervision necessary, the machinery and equipment to be used, the standard of performance of employees, judgment and evaluation of personnel qualifications and the selection, procurement, designing and engineering of equipment which may be incorporated into the Company's operation;
- (e) make, enforce and alter from time to time rules and regulations to be observed by the employees which are not inconsistent with the terms and conditions of this Agreement.

All rights referred to in this Article shall be exercised in accordance with the terms of this Agreement.

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

ARTICLE 8.00--GRIEVANCE AND ARBITRATION PROCEDURE

- 8.01 The grievance procedure herein provided is among the most important matters in the successful administration of the Agreement. A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement. Wherever the term "grievance procedure" is used in this Agreement, it shall be considered as including the arbitration procedure.
- 8.02 All time limits referred to in the grievance procedure herein contained shall be deemed to mean "working days". Working days are defined from Monday to Friday, excluding statutory holidays, and not to be construed to mean grievers' working days.
- 8.03 The time limits set out in both the grievance procedure and arbitration procedure shall be strictly observed by the parties to this Agreement, but may be extended by mutual consent.
- 8.04 All grievances must be in writing, setting out the matter complained of, the provisions of the Collective Agreement allegedly broken, the remedy sought, and signed by the griever and a Steward of the Union. A copy shall be sent to the respective manager.
- 8.05 A complaint or grievance by an employee, which has been settled, shall not again be made the subject matter of a complaint or grievance by that employee during the lifetime of the Agreement.
- 8.06 A griever whose attendance is required at arbitration hearings shall receive permission with pay to be absent from work. The Union must make such request in writing one (1) week prior to the hearing.
- 8.07 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than seven (7) working days before the filing of the grievance.
- 8.08 Grievance shall be adjusted and settled as follows:

Step 1 The aggrieved employee shall present his/her grievance, in writing, and may have the Union Representative of his/her choice present if the employee desires, to his/her immediate supervisor (or to the person designated in authority in their absence) or other designate as advised by the Company.

If settlement satisfactory to the employee concerned is not received by the employee in writing within seven (7) working days following the presentation of the grievance, the grievance may be presented as follows at any time within seven (7) working days, following receipt of the Step 1 written reply.

Step II The aggrieved employee may present his/her grievance to the Station Manager or other designate as advised by the Company and may have the Union Representative of his/her choice present if the employee desires.

The Station Manager or designate shall render his/her decision in writing, within seven (7) working days after receipt of such written grievance. If a settlement satisfactory to the Union is not received in writing by the employee, and the Union, the Union may, anytime within twenty (20) working days following receipt of the Station Manager's decision, submit the matter to arbitration.

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

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

- (a) Within ten (10) working days after receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the arbitration board.
- (b) The two (2) appointees so selected shall, within (10) working days after receipt of notice of the appointment of the second of them, appoint a third person who shall be chairman of the arbitration board.
- (c) If the recipient of the notice fails to name an appointee, or if the two (2) appointees fail to agree upon a chairman within the time limit, the appointment may be made by the Federal Minister of Labour upon request of either party.
- (d) The arbitration board is to governed by the following provisions:
 - 1) The arbitration board shall hear the grievance and shall issue a decision, which is final and binding upon the parties and upon any employee affected by it.
 - 2) The decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the chairman governs.
 - 3) Each of the parties shall pay one-half ($\frac{1}{2}$) remuneration and expenses of the Chairman of the Board.
 - 4) The board shall not have the power to alter or amend any of the provisions of this Agreement.
 - 5) The arbitrators shall have access to the employer's premises, to view working conditions, machinery, or operations, which may be relevant to the resolution of the grievance.
 - 6) The board shall have jurisdiction to determine whether a grievance is arbitrable.

- 7) No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he/she deems just and equitable. The arbitrator shall not have the power to change, modify or amend the provisions of the Agreement.

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

ARTICLE 9.00--UNION POLICY GRIEVANCE AND COMPANY GRIEVANCE

- 9.01 A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may be, in writing, ten (10) days from the time the circumstances upon which the grievance is based were known or should have been known by the griever. A meeting between the Company and the Union shall be held at Step II of the grievance procedure. The Company or the Union agrees to reply to the grievance, in writing, within five (5) days after the said meeting. Where the Union files with the Company a grievance under this article it shall be signed by an officer of the local union.
- 9.02 In the event that the grievance is not settled to the satisfaction of either party, it may be processed through the arbitration provisions of this Agreement.
- 9.03 The provisions of the aforementioned paragraphs may not be used by the Union to institute a grievance directly affecting the employee or employees where such employee or employees could themselves institute a grievance on their own behalf in the normal fashion under the Agreement.

ARTICLE 10.00--DISCHARGE CASES

- 10.01 A claim by a seniority employee that he/she has been discharged, suspended or disciplined in any matter without just cause, shall be treated as a grievance and shall commence at Step II of Article 8.00, provided a written grievance is signed by the employee and is presented to the Station Manager or designate in accordance with all other provisions in this Agreement following the action giving rise to the grievance.

ARTICLE 11.00--TECHNOLOGICAL CHANGE & TRAINING

11.01 Technological change shall be defined as found in the Canada Labour Code, as amended from time to time.

11.02 The provisions of Sections 52, 53, 54 and 55 of Part I of the Canada Labour Code shall not apply during the term of this Collective Agreement to the Company, Employees or the Union as the following provisions have been mutually agreed to by the parties:

- a) When the Company is considering the introduction of a technological change it agrees to provide the Union with a detailed description of the change including:
 - i) the nature of the change;
 - ii) the date on which the Company proposes to effect the change;
 - iii) the approximate number, type and location of employees likely to be affected by the change;
 - iv) the effects the change may be expected to have on employees' working conditions and terms of employment;
 - v) any other relevant foreseeable effects or repercussions on employees.

This notice shall be made as far in advance of the introduction of the technological change and at least one hundred and twenty (120) days before the introduction of the technological change.

11.03 Following the tendering of notice as outlined in 11.02, the Company agrees to consult with the Union regarding the extent of the change, the planned timing, and the anticipated effects the change will have on staff and operations.

11.04 Training Benefits - Technological Change

Where the technological change alters the existing jobs at the station such that new or greater skills are required than are already possessed by the affected employees, the Company agrees to provide a minimum of one (1) month of training to these employees to provide them with the necessary skills to properly perform the work required. The employee's earnings shall be maintained during the training period. Such training shall be given during normal hours where practicable.

11.05 With prior authorization and a certificate showing successful completion (grade of "C", 65%, or above), the Company will pay up to 100% of the tuition cost of courses taken by employees, depending on their value and relevance to the job, as determined by the Company. Employees shall be reimbursed within thirty (30) days of submitting proof of successful completion.

The Company may post any training courses and programs for which employees may be selected. The bulletin shall contain:

- a) Type of Course
- b) Time
- c) Duration
- d) Location
- e) Minimum Qualification

Selection for those courses will be at the sole discretion of the Company, and determined on a case by case basis.

* Note – Where the language in the Bell Media Assistance Program is more favourable than the language in the article above, the Employer will default to the Bell Media Assistance Program.

ARTICLE 12.00--HEALTH & SAFETY

- 12.01 The provisions of Part II of the Canada Labour Code shall be deemed to be incorporated in this Agreement.
- 12.02 There shall be the establishment of a Health & Safety Committee or Health & Safety Representative, First Aid Kits and Safety Equipment, as outlined in Part II of the Canada Labour Code and its regulations.
- 12.03 The Company agrees to provide certified training in C.P.R., and Emergency First Aid, as it deems appropriate, after receiving a recommendation from the Health and Safety Committee or Health & Safety Representative in accordance with the provisions of Part II of the Canada Labour Code.

ARTICLE 13.00--NO STRIKES OR LOCKOUTS / PICKET LINES

- 13.01 The Union and Company agree during the term of this Agreement there shall be no strikes or lockouts.
- 13.02 An employee covered by this Agreement shall have the right to refuse to cross a picket line where a strike or lockout is in effect. Failure to cross such a picket line shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, other than loss of pay for the period involved.

ARTICLE 14.00--SENIORITY

14.01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the length of continuous service in the bargaining unit. The amount of seniority recognized by the parties as representing service with past employers and service prior to the certification of the Union is shown under schedule "C", which shall form part of this Agreement. Seniority shall operate on a bargaining unit wide basis.

Company seniority shall be determined by the net credited service as shown on the Company records. Company seniority is applicable to vacation, benefits, etc. not displacement.

14.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be posted on all bulletin boards in January and July of each year. An up-to-date seniority list shall be sent to the Union at the time of posting and within a reasonable time of such request for same made by the Union.

14.03 Part-Time Employees

Seniority shall be calculated for part-time employees using their cumulative time worked from the first day of hire, or cumulative time worked during periods working as part-time. Seniority may be expressed in years or parts thereof by dividing the cumulative hours worked by the annual regular hours scheduled for full-time employees. In cases where no full-time employees work, the regular scheduled hours shall be deemed to be forty, (40) hours weekly.

Part-time employees shall be placed on the seniority list (designated as part-time) and ranked relative to full-time employees.

14.04 A newly hired part-time employee shall be on probation for five hundred and twenty (520) continuous scheduled hours of his/her employment. After completion of the probationary period, seniority shall be effective from the original date of employment and the employee shall be placed on the seniority list.

14.05 Newly hired full-time employees shall be on probation for six (6) calendar months. After completion of the probationary period, the employee shall be placed upon the seniority list and seniority shall be in accordance with the provisions of Article 14.03.

Time lost by a probationary employee for personal or health related reasons shall not be counted toward the completion of the probationary period. In such absences, the

probationary period will be extended by the number of working days the employee was absent from work.

14.06 Loss of Seniority

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

- (a) if the employee voluntarily quits;
- (b) if the employee is discharged and such discharge is not reversed through the grievance and arbitration procedure;
- (c) if the employee is absent from work for two (2) working days without securing a leave of absence, unless reason satisfactory to the Company is supplied;
- (d) if an employee has been on layoff and fails to respond to a recall notice by registered mail to his/her last known address with the Company, within four (4) working days, indicating his/her intent to return and does not return within an additional four (4) working days within receipt of such notice unless reason satisfactory to the Company is supplied;
- (e) if an employee is on layoff for twelve (12) consecutive months;
- (f) an employee's seniority will not be terminated when remaining away from work because of sickness or disability, provided the employee notifies the Company within two (2) working days. The employee, returning from sick or disability leave, after three (3) working days absence, must present a form from his/her physician stating that the employee is fully recovered to perform the duties of his/her job;
- (g) employee shall continue to accumulate seniority while absent under (f) on the following basis:
 - 1) employees who have worked in excess of three (3) months with the Company shall continue to accumulate seniority when absent;
- (h) In the event an employee with more than one (1) year's seniority is laid off, granted leave of absence, or transferred to a position within the Company not covered by this Agreement:
 - 1) continuity of service for the purpose of seniority shall be considered unbroken if he/she returns to the status of an employee within one (1) year, or;
 - 2) if he/she returns to the status of an employee after one (1) year has elapsed, his/her seniority upon his/her return shall be that which he/she had on the effective date of transfer.

ARTICLE 15.00--LAYOFFS AND RECALLS

15.01 Definition of Layoff

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

15.02 Role of Seniority and Layoffs

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority, within those job functions in the location affected; said job functions are listed in Schedule B. An employee about to be laid off may bump an employee with less seniority, providing the employee exercising the right has the skill, competence and ability as determined by the Company to perform the work of the less senior employee. The employee shall advise his/her supervisor of his/her intention to bump. An employee proving unsatisfactory after one (1) month in the new position shall be reassigned by the Company at the current rate of pay, if a position for which the employee is qualified for is available. If not such position is available then the employee will be given lay-off notice. An employee may grieve in accordance with the grievance procedure. Unless legislation is more favourable to the employee, the employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this article, he/she shall be paid for the days for which work was not made available.

15.03 Recall Procedure

Employees shall be recalled to full-time work in the reverse order of their layoff, provided the recalled employee has the skill, competence, and ability, as determined by the Company to perform the work required.

15.04 No New Employees

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

15.05 In the event of workforce reductions, employees will receive at least eight (8) weeks' notice or eight (8) weeks salary in lieu of notice, plus accrued vacation pay. Employees will be considered terminated and will receive severance pay equal to three (3) weeks basic salary for each year of continuous service with the Employer, to a maximum of sixty (60) week's pay.

Severance pay will be calculated on a pro-rata basis to the nearest month. This severance payment shall be deemed to include severance payment required pursuant to any statute.

When an employee is terminated as set out above, the Employer will pay one hundred percent (100%) of the cost of the employee's medical and group insurance benefits coverage for a period of six (6) months.

Employees who volunteer to be laid off from employment in accordance with Article 15.02 shall receive in addition to payments under Article 15, one (1) additional weeks severance pay per year of service to a maximum of twelve (12) additional weeks of severance pay.

ARTICLE 16.00--TEMPORARY VACANCIES

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

Temporary vacancies are to be filled from within the bargaining unit when bargaining unit employees are qualified to perform the work and are willing to accept such temporary assignments. Notwithstanding Article 16.00, employees shall not have the right to refuse filling short term, emergency vacancies.

Temporary vacancies may extend beyond twenty-five (25) working days when such a vacancy is the result of vacations, absences due to sick leave or injury at work, leaves of absence, maternity/parental leave benefits, or training course.

When an employee is assigned a task in a classification with a start rate above the start rate in the employee's current classification, the employee will be paid two dollars (\$2.00) per hour as temporary upgrading pay. It is agreed that the Company shall not use this provision to transfer anyone on a permanent basis.

When a temporary upgrading is assigned, the temporary upgrading minimum shall be two (2) hours per day.

Whenever an employee is assigned a task of training another employee in a new position, the Company agrees to pay upgrading as set forth in the above article.

16.02 No employee shall be transferred or promoted to a position outside the bargaining unit without his/her consent. Where an employee covered by this Agreement is temporarily transferred or promoted to a position outside the bargaining unit, he/she shall be deemed to be covered by this Collective Agreement. The provisions for rates of pay that apply in Article 16.01 shall also apply to any employee temporarily transferred to a position outside the bargaining unit, except in cases mutually agreed upon by the parties.

ARTICLE 17.00--VACANCIES

17.01 Job Posting

When a new position is created, or when a vacancy of greater than twenty-five (25) working days occurs inside a bargaining unit, the Employer shall post notice of the position on all bulletin boards for a minimum of one (1) week so that all members will know about the vacancy or new position.

17.02 Information in Postings

Each vacancy posting shall contain the position, location, rate of pay, and period of time of posting.

17.03 No Outside Advertising

No applicant responding to an outside advertisement shall be hired until the applications of present Union members have been considered.

17.04 Role of Seniority in Filling Vacancies

Both parties recognize:

- 1) the principal of promotion within the service of the Employer;
- 2) that job opportunity should increase in proportion to length of service.

Therefore, in filling vacancies, the appointment shall be made of the applicant with the greatest seniority having the skill, competence and efficiency as determined by the Company. The successful candidate shall be appointed and job filled within three (3) weeks of posting. An employee may grieve in accordance with the grievance procedure.

17.05 Nothing in the Agreement shall be interpreted as requiring the Company to fill any vacancy. If there are not suitable applications, the Company may fill the vacancy from any source. The posting provided in the Agreement shall apply only in respect to the original vacancy, and will not apply to subsequent vacancies created by the fulfilling of the original vacancy.

17.06 The successful applicant shall be notified within one (1) week following the end of the posting period. He/she shall be placed on trial for a period of one (1) month. Conditional on satisfactory service, the employee shall be declared permanent after the period of one (1) month. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wages, salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

17.07 Within seven (7) calendar days of date of appointment to a vacant position, the name of the successful applicant shall be sent to the applicant and a copy posted on all bulletin boards. The Union shall be notified of all promotions, demotions, hiring's, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment in the bargaining unit.

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

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

ARTICLE 18.00--LEAVE OF ABSENCE

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

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

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

18.02 Leave of absence without pay and without loss of seniority or benefits shall be granted upon request to the employer for employees elected or selected to represent the Union at conventions, conferences and/or schools of CUPE, its affiliated or chartered bodies and any labour organization with which the Union is affiliated, such leave not to exceed five (5) working days per employee in one (1) year. The duly elected president of the local Union shall be excepted from the five (5) working day restriction for the performance of his/her Union duties.

18.03 (a) The employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the employer shall allow leave of absence without loss of seniority and benefits (seniority and benefits to continue during

the course of the campaign), so that the employee may be a candidate in Federal, Provincial or Municipal elections.

- (b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during his/her term in office.
- (c) An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority.

* Note – Where the language in the Bell Media Discretionary Leave plan is more favourable than the language in the article above, the Employer will default to the Bell Media Discretionary Leave plan.

ARTICLE 19.00--JURY DUTY PAY

19.01 Each seniority employee who is summoned to and reports for jury duty or court witness, as prescribed by applicable law (subject to the eligibility requirements set out below) shall be paid by the Company the difference between the payment for such services received from the Court (not including travelling allowance or reimbursement of expenses), and the difference between the employee's calculated hourly rate as found in the salary schedule, exclusive of premiums for the number of hours up to eight (8) that he/she would otherwise have been scheduled to work. The Company's obligation to pay an employee for jury duty or court witness under this section is limited to a maximum of thirty (30) days in any calendar year, and in order to receive payment under this provision, an employee must meet all of the following eligibility requirements:

- (a) the employee shall inform the Company within twenty-four (24) hours from his/her receipt that he/she has been summoned for jury duty or court witness;
- (b) the employee shall furnish satisfactory evidence to the Company that he/she has reported for and performed jury duty or court witness on the days for which he/she claims payment, and shall furnish acceptable proof the amount of jury duty or court witness pay received by him/her;
- (c) an employee shall not be scheduled to work evenings, nights or weekends while acting in this capacity.

19.02 Probationary employees will be granted jury duty leave without pay on the same conditions as set out in Article 19.01.

ARTICLE 20.00--BEREAVEMENT LEAVE

20.01 When an employee is required to be absent due to death in his/her family (spouse, common-law partner or child, father, mother, sister, brother, step-parent), bereavement leave with pay will be five (5) days for the purposes of attending the funeral. In the case of the death of other family members (legal guardian, spouse or common-law partner of the father or mother, mother-in-law (including common-law), father-in-law (including common-law), daughter-in-law, son-in-law, grandparents, grandchildren, child of spouse or common-law partner or any relative permanently residing in the employee's household or with whom the employee resides, the granted leave with pay will be for three (3) days for the purpose of attending the funeral.

20.02 Pay for such bereavement leave will be limited to the number of scheduled working days prescribed above which fall within the period immediately following the day the death occurred plus one (1) day to attend the funeral if not within the prescribed days above. This entitlement is not available while an employee is on leave of absence or sick leave. The term "funeral" does not include "memorial service". Payment for such funeral days shall be at the employee's basic regular hourly rate exclusive of premium.

In the event interment occurs on an employee's scheduled work day, and at a time other than the funeral, the employee shall be entitled to (1) one additional paid day to attend the service. This entitlement is not available if an employee would not have been required to work on such day or while an employee is on vacation, leave of absence or sick leave.

20.03 In the event that an employee is entitled to bereavement leave as per article 20.01 and is on vacation / reserve time off at the time of such bereavement, the employee shall be able to re-schedule the respective vacation days or reserve hours at a mutually agreeable time with his/her supervisor. The employee shall notify the Company of the bereaved to indicate the period in which vacation/reserve time will not be used. If necessary, travel time will be granted based on travel required from the employee's normal place of residence or geographic location at the time of bereavement, whichever is less.

ARTICLE 21.00—SICKNESS ABSENCE

Sickness Absence

21.01 (a) Absence Due to Sickness or Quarantine Prior to the Eighth Full Calendar Day of Absence

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

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

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

- (c) Where such leave extends to three (3) or more consecutive days, the Company shall 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 written declaration of illness.
- (d) Regardless of the length of sick leave as outlined in part (a), when the absence rate of an employee is greater than the average annual absence rate within the company, the Company may request a doctor's certificate, or other satisfactory evidence to substantiate sick leave claims beyond such average absence rate.
- (e) It is understood that any reports or certificates required by the Company would be at the Company's expense.
- (f) Absence because of illness or incapacity shall not interrupt an employee's vacation credits for a period of up to six (6) months only.
- (g) When an employee is participating in a gradual return to work schedule as part of a return to work plan while on long-term disability, the employee shall accrue vacation credits in accordance with hours worked with CTV to a maximum of their entitlement under article 23.00.
- (h) 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 Long Term Disability payment in the Company Plan, shall be deemed to have voluntarily quit their employment with the Company.
- (i) It is the responsibility of the employees to make application to the Insurance Company prior to the expiry of the Company's six (6) month full-pay provisions. Employees who fail to apply or do not meet the requirements for disability payments will be deemed to have voluntarily resigned their position within the Company.

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

ARTICLE 22.00--EMPLOYEE BENEFIT PLANS

22.01 Employees will transition to the Company's Omniflex Benefits Plan. The benefit plan shall provide each employee with a choice of options available for single and family coverage. Details of the various benefits shall be as discussed and presented to the Union at the renewal of this Agreement. The Company also agrees that in the event there are changes to the benefit plan, the Company will meet with the Union to review and discuss such changes.

22.01 All employees shall participate in a new Bell Media Defined Contribution Pension Plan, the details of which shall be as discussed and presented to the Union at the renewal of this Agreement with contribution combinations as follows:

Employee voluntary contributions	0%	1%	2%	3%	4% - 12%
Company contributions	4%	5%	6%	6%	6%
Total contributions	4%	6%	8%	9%	10%- 18%

22.02 Protection During Maternity

Maternity leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in her employment because of pregnancy. The employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or the "pregnant employee", the employee shall be entitled to transfer to another position, provided she is capable of performing the work and is otherwise entitled thereto by virtue of seniority. In the event that there are no positions available, the employee may elect to take unpaid leave of absence.

22.03 Seniority Status During Maternity/Paternity Leave

While on maternity/paternity leave an employee shall retain his/her full employment status and rights and shall accumulate all benefits under this collective agreement.

22.04 Procedure Upon Return from Maternity/Paternity Leave

On return from maternity/paternity leave, the employee shall be placed at least in his/her former position. If the former position no longer exists, the employee shall have all rights consistent with his/her seniority and in accordance with the layoff and recall procedure.

22.05 Maternity and parental leave shall be granted to natural or adoptive parents in accordance with the provision of the Canada Labour Code, as amended from time to time. Such provisions are deemed to be incorporated herein. Such provisions presently include the following:

- a. The Company shall grant maternity leave of absence for a period of up to seventeen (17) weeks without pay for any employee who has completed six (6) consecutive months of employment and provides a certificate of a qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- b. The Company shall grant parental leave of absence for a period of up to thirty-seven (37) weeks without pay for any employee who has completed six (6) consecutive months of employment to care for a new-born child of the employee or a child who is in the care of the employee for the purpose of adoption under the laws governing adoption in the province.
The aggregate amount of parental leave that may be taken by two employees in respect of the same event shall not exceed thirty-seven (37) weeks.
- c. The aggregate amount of maternity and parental leave that may be taken by one or two employees in respect of the same birth shall not exceed fifty-two (52) weeks.
- d. Every employee who intends to take Maternity and/or Parental leave of absence from employment shall provide at least four (4) weeks written notice to the Company indicating the intended start date of such leave, the intended length of such leave and confirm their intended return to work date.
- e. During maternity and parental leave, the seniority credits and fringe benefits shall continue to apply and the Company shall pay its customary share of the cost of such benefits. Employees will be required to submit post-dated cheques for their respective portion of the cost of such benefits or make alternate advance payment arrangements through payroll. If the employee does not pay their respective cost of such benefits, Company premiums will not be paid and benefits will terminate.

The Company will maintain an employee's regular earnings during the two week waiting period for Maternity Leave benefits, provided employees qualify for the legislative benefits on the basis of the provisions of the Canada Labour Code.

Vacation credits shall accrue to employees who are off on this leave.

- 22.06 An employee who has completed six (6) consecutive months of continuous employment with the Company and who meets the conditions of eligibility contained in the applicable Company practices, shall receive an allowance under the Supplemental Allowance Plan in accordance with these same practice.

ARTICLE 23.00--VACATIONS WITH PAY

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

Vacation Entitlement

Less than 1	1.5 days per month for a maximum of 15 days
1 – 6	15 days
7 – 11	20 days
12 – 17	23 days
18 – 24	25 days
25 and above	30 days

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

23.02 The Company agrees to co-operate with the employees in making provisions that, where possible, employees may take two (2) weeks of their annual vacation in a single period and if work load permits to make provisions for those having more than two (2) weeks vacation to take the complete vacation at one time.

23.03 Part-time employees shall be covered by this schedule when required by legislation.

23.04 Vacation pay shall be the greater of:

- a) as provided in Articles 23.01, 23.02, 23.03, 23.04, 23.05, 23.06, or,
- b) as provided for in the Canada Labour Code, where vacation pay means four percent (4%) or, after six (6) years of employment with the Company, six percent (6%) of the gross wages earned by an employee in the year in which the vacation was earned.

23.05 Vacation Scheduling

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

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

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

The vacation year shall be from January 1st to April 30th of the following year.

Vacation not taken in time off prior to leaving the company will not be paid (except where required by the Labour Code if applicable). In such circumstances, the employee's vacation eligibility before leaving the company is prorated according to the portion of the year worked.

ARTICLE 24.00--STANDBY AND CALL-BACK

24.01 Employees assigned to standby during their off hours shall be compensated at the rate of two dollars (\$2.00) per hour. However, when assigned to standby on a scheduled day off, a minimum payment of forty dollars (\$40.00) shall be paid. Standby shall be computed separately from the work week and shall be paid in addition to any payments required under the Agreement for time worked. To receive such standby pay, employees must be available on standby when called.

When an employee is required to standby on statutory holiday, the employee will be compensated in addition to the standby pay, either his/her regular statutory holiday pay or an additional day off in lieu of the statutory holiday pay, at the employee's option.

Full-time employees shall be paid in accordance with Article 24.02 (Call-Back), when called into work while on standby.

24.02 Call-Back

Call-back refers to unscheduled hours worked that are not expected to extend into the next tour of duty and only applies when the work being performed is required between tours of duty on consecutive calendar days or on the calendar day prior to days off, holidays and vacation.

Full-time employees called back to work after a completed tour of duty, shall be paid time and one half (1½) for all hours worked with a minimum payment of four hours. Part-time employees shall be paid a minimum of four hours at straight time, with overtime applying after eight (8) hours in any work day, or forty (40) hours in a work week.

Employees called back to work between the hours of 7 a.m. and 10 p.m. may be required to remain at work for the four (4) hours when other work is available.

A second call-back within a four (4) hour period shall be deemed continuous with the first call-back, when occurring between 7:00 a.m. and 10:00 p.m.

ARTICLE 25.00--TRANSPORTATION

25.01 Employees using their cars for business purposes, with prior approval of their supervisor, may submit a claim for mileage and shall be reimbursed at forty-four (\$0.44) cents per kilometre or at the rate being paid by the Company at the time for such use whichever is higher This does not include travel to and from home and work, but covers assignments from the Station to Areas distant from the Station and must be approved by the employee's supervisor.

25.02 Employees using a taxi for transportation as provided in this Article shall be reimbursed the full cost of such transportation on submission of receipted expense claim and subject to approval by the employee's supervisor.

25.03 Taxi Allowance

When an employee is called in to work between 11:30 p.m. and 7:00 a.m. or if an overtime or work period ends during this time, taxi service to and from the home of the employee shall be provided by the employer for employees who do not have their own transportation.

25.04 Per Diems

Employees who are on special assignment or out of town overnight shall be reimbursed, for meals to a maximum per diem of fifty-nine (\$59.00) per day.

Where exceptional conditions require a higher per diem amount, the Company will provide, with prior approval, an additional amount based on the conditions at the location concerned.

(a)	Breakfast	\$12.00
(b)	Lunch	\$20.00
(c)	Dinner	<u>\$27.00</u>
		\$59.00

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

25.05 Remote Upgrading

CreativeWriter/Videographers,Anchor/PhotojournalistsandTechnical Director/Producers who are required to set-up the remote truck for live production shall be paid twenty-five (\$25.00) dollars per tour of duty. Set-up of truck shall include transportation to and from site and mast set-up, configuration and tear-down. It is understood that this payment shall be deemed to include, and be in lieu of, temporary upgrading as outlined in article 16.01.

25.06 Vehicle Insurance

The Company agrees to maintain adequate liability insurance on all vehicles owned or leased by the Company when it requests an employee to drive such vehicle.

- a) The company maintains the right to purchase and review all driver abstracts.
- b) Employees required to drive Company vehicles agree to report all incidents of suspended license to Management.
- c) The Company reserves the exclusive right to request driver training.
- d) Upon request, employees must provide proof of valid Ontario drivers license.
- e) Newly hired employees must provide proof of a valid drivers license prior to commencing employment. If the newly hired employee does not hold a valid Ontario drivers license, he/she must provide proof of such within thirty (30) days of commencing employment.
- f) Employees who have accumulated 9 demerit points or more may be subject to disciplinary action consisting of one of the following;
 - a. Driver training.
 - b. Reassignment to an available position if qualified as determined by the Company
- g) Driving company vehicles while under the influence of alcohol will result in disciplinary action up to and including termination of employment.
- h) Non-employees, not on Company business, are not covered by Company Insurance and therefore may not ride in company vehicles without prior written approval.
- i) When requested by the Company to provide transportation for specific individuals for Company purposes, corporate insurance coverage will apply

25.07 General Allowance

Photojournalists will receive up to one hundred and fifty (\$150.00) per year for general expenses related to dry cleaning, clothing or personal care and shall be reimbursed the full cost up to the yearly maximum on submission of receipted expense claim.

ARTICLE 26.00--CORRESPONDENCE

26.01 All correspondence between the parties shall be copied the Local Union President, Recording Secretary and National Representative. Correspondence to the Grievance-Arbitration Procedure shall also be copied to the grievor and the grievor's representative as set out in Article 8.08.

ARTICLE 27.00--BARGAINING UNIT WORK

27.01 The Company agrees that it will not permit non-bargaining unit persons to perform work normally performed by bargaining unit employees to the extent that bargaining unit employees are laid off as a result thereof.

27.02 The Employer agrees that all work and services normally performed by the employees shall not be subcontracted out. This shall not prevent the Employer from contracting out work of an emergency nature or work not normally performed by members of the bargaining unit.

27.03 Students on work programmes, shall not perform bargaining unit work unless supervised by the person normally performing the work.

ARTICLE 28.00--ACCESS TO PERSONNEL FILE

28.01 An employee shall have the right twice a year to have access to review his or her personnel file and shall have the right to respond in writing to any document contained therein. Such reply will become part of the permanent record.

ARTICLE 29.00--ADVERSE REPORT

29.01 When considered necessary by the Company, the Employer may notify an employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) working days of the event of the complaint, with copies to the Union and CUPE Representative. This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record or used against him/her in regards to discharge, discipline, promotion, demotion, or other related matters. This article shall be applicable to any complaint or accusation, which may detrimental to an employee's advancement or standing with the Employer, whether or not it relates to his/her work. The employee's reply to such complaint, accusation, or expression of dissatisfaction shall become part of his/her record.

29.02 The record of an employee shall not be used against him/her at any time after eighteen (18) months following suspension or disciplinary action, including letters of reprimand or any adverse report.

29.03 Failure to grieve previous discipline, or to pursue such a grievance to arbitration shall not be considered an admission that such discipline was justified.

ARTICLE 30.00--REPRESENTATION

30.01 Employer acknowledges the right of the Union to appoint or otherwise select the following:

- (a) One (1) steward from each department;
- (b) A negotiating committee (the Employer to pay lost time for two (2) members to participate in contract negotiations scheduled with the Company).
- (c) The Union shall provide the company with as much notice as possible of the members of the negotiating committee, with a minimum of ten (10) days' notice of time required away from work for scheduled negotiation dates.

- 30.02 (a) Representatives and members of the Negotiating Committee must obtain permission from their immediate supervisor before absenting themselves from their place of duty to engage in any activity relating to the affairs of the Union. Such permission shall not be unreasonably withheld.
- (b) The Union will advise the Employer of the names of the representatives and committee members. The Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.
 - (c) The Employer shall pay employees their respective salaries for all regularly scheduled times while attending mutually agreed upon meetings as committee members of the Union or while engaged in the legitimate business of the Union subject to 30.01 (b) and 30.02 (a).
 - (d) The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

ARTICLE 31.00 PAID HOLIDAYS

31.01 (a) The following days will be recognized as holidays:

New Year's Day	Civic Holiday (first Monday in August)
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
	Boxing Day

(b) In addition to the holidays listed above,

-Employees may be eligible for up to two (2) Personal Floater Days per calendar year.

-Eligibility to Personal Floater Days is determined as follows:

- the employee is eligible to two (2) Personal Floater Days if actively at work for at least (nine) 9 months in the calendar year;

- the employee is eligible to one (1) Personal Floater Day if actively at work for at least (three) 3 months but less than (nine) 9 months in the calendar year;

- the employee is not eligible to Personal Floater Days if actively at work for less than (three) 3 months in the calendar year;

- Personal Floater Days not taken during the calendar year are forfeited and cannot be carried over from one calendar year to another.

31.02 It is the intent of the Company to protect the eligible employees against the loss of straight time pay on holidays enumerated in Article 32.01 above. For this purpose, the Company agrees to pay each such holidays for the number of straight time hours the employee would have worked had there been no holiday, at his/her day rate, subject to conditions hereinafter enumerated.

In order to be eligible for pay on a statutory holiday an employee must:

(a) have worked thirty (30) days with the Employer;

(b) have worked fifteen (15) days during the first thirty (30) calendar days immediately preceding the general holiday;

(c) worked the scheduled day after the holiday;

31.03 An employee, required to work on a statutory holiday shall receive one and one half (1½) times his/her regular pay in addition to his/her holiday pay, or if he/she chooses, one and one-half (1½) times his/her regular rate of pay plus (1) day off in lieu of holiday pay at a time mutually suitable to the employee and the employer.

- 31.04 An otherwise eligible employee, who is scheduled to work one (1) of the above holidays, but does not report to work and work as scheduled, shall forfeit his/her holiday pay for that particular holiday.
- 31.05 If any of the holidays set out in Article 32.01 hereof is observed during a regular scheduled work week during an employee's vacation, the employee, if otherwise entitled to holiday pay, will be given an additional day off with pay at the close of the employee's vacation or at a time mutually acceptable to the employee and immediate supervisor.
- 31.06 If a holiday falls on a day that is a non-working day for an employee, if otherwise entitled to holiday pay, a holiday with pay is to be added to his or her annual vacation, or granted at another time mutually convenient.
- 31.07 If New Year's Day, Canada Day, Christmas Day, or Boxing Day falls on a Sunday or Saturday that is a non-working day for an employee, the employee is entitled to a holiday with pay on the working day immediately preceding or following the general holiday or at a time mutually acceptable to the employee and immediate supervisor.

ARTICLE 32.00--SCHEDULES

32.01 The following schedules shall form part of this Agreement:

Schedule "A" - Hours of Work and Overtime – page 35

Schedule "B" - Classifications and Rates of Pay – page 42

ARTICLE 33.00--TERM OF AGREEMENT

33.01 This Agreement shall remain in full force and effect from the 1st day of September , 2016 to midnight on the 31st day of August, 2019. This Agreement shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other party in writing, as hereinafter set out.

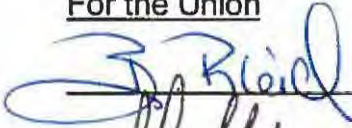
33.02 Notice that either party wishes to amend or terminate the terms herein contained shall be given only a period of not more than ninety (90) days and not less than thirty (30) days preceding the termination date contained in Article 33.01 above.

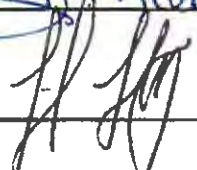
33.03 If, pursuant to such negotiations, an Agreement is not reached in the renewal or amendments of this agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties, or until the provisions of the Canada Labour Code have been met, as amended from time to time.


IN WITNESS WHEREOF each of the parties hereto have caused this Agreement to be signed by the duly authorized representatives this 5th day of April, 2017.


For the Union


For the Employer














E.&O.E./cope-491

SCHEDULE "A"

HOURS OF WORK AND OVERTIME

Employee Definitions:

1. Full-time Employees

Full-time employees are those employees appointed by the Company to a position of forty (40) hours per week.

2. Part-time Employees

Part-time employees are those who have been hired by the Company to a position of twenty four (24) hours or less per week, exclusive of hours scheduled to replace an employee's absence due to sick leave, vacation, maternity/parental leave or other leaves of absence.

The number of part time hours worked by bargaining unit employees at the Sault Ste. Marie station shall not exceed twenty (20%) of the regularly scheduled full time hours worked by the bargaining unit in any one pay period. For the purposes of monitoring the use of part-time employees, the Company agrees to provide the Union with adequate documentation on written request, no more frequently than once per month.

3. Term Employees

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

All employees being hired on term employment shall receive a written statement from the Company clearly stating the term employment, the job classification and the wages to be paid. A copy of this statement shall be forwarded to the Union.

Hours of Work

- 1) Scheduled hours of work for full-time employees shall be forty (40) hours per week. The work day shall consist of eight (8) hours in any twenty-four (24) hour period. This shall include a paid meal break. Overtime shall be paid at one and one-half (1 ½) times the normal hourly rate for the first four (4) hours and twice (2 x) the regular hourly rate thereafter.

Reserve Time

An employee may elected to take time off in lieu of cash for overtime hours worked as follows:

An employee may bank up to a maximum of eighty (80) hours per fiscal year, January 1st to December 31st. Any time off under this letter must be pre-approved by the employee's manager not to exceed forty (40) hours at one time.

- (a) 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 their time sheet/time entry.
 - (b) This banked time may be accumulated January 1 – December 31. Banked time can be scheduled to be taken at a time mutually agreed to by the employee and their supervisor.
 - (c) The rate of accumulation shall be determined by the rate of pay provided in the pertinent section of the Agreement.
 - (d) An employee may request that some or all of their banked time be paid out at any time.
 - (e) Banked time not used by December 31 of each year will be paid out on the second pay of the following year.
 - (f) If employment is terminated for any reason, accrued banked time shall be liquidated in cash.
- 2) This day shall include a one (1) hour lunch period. Time and one half (1½) shall be paid after eight (8) hours per day or forty (40) hours per week for all

employees.

It is understood by both parties that work to be performed may on occasion infringe upon an employee's normal lunch period. In the case of an alternate lunch being arranged, it shall be assigned no later than the end of the fifth (5th) hour of work. If an employee receives less than his/her normal lunch break then, by mutual agreement, the employee may leave work one (1) hour early. Should operational requirements deem that the employee receives less than one-half ($\frac{1}{2}$) hour lunch period, the employee shall be paid a meal displacement equal to one-half ($\frac{1}{2}$) hour at one and one-half ($1 \frac{1}{2}$) times the regular rate ($\frac{3}{4}$ of an hour pay).

- 3) Hours shall be consecutive. There shall be two (2) consecutive days off for employees when practical. These two (2) consecutive days off may be in separate workweeks.
- 4) Notwithstanding, the above employees of the Photography Department shall be permitted to work four (4) ten (10) hour shifts per week, with three (3) days off per week.
- 5) Work schedules shall be posted fourteen (14) calendar days prior to commencement of the scheduled workweek. Changes may be made to these schedules up to noon the day before the tour of duty without any penalty for short notice of shift change. The Company will provide notice of shift change by voice mail and/or email prior to noon the day before, regardless of whether the employee is working on the day prior to the changed tour of duty. There shall be no payment for hours scheduled but subsequently cancelled on short notice.

Short notice of shift change shall be paid at an overtime rate of one and one-half ($1\frac{1}{2}$) regular rate.

- 6) The parties recognize there are production and operation requirements, which necessitate overtime being worked. The Company will not require Employees to work an excessive amount of overtime. An Employee may, in mitigating circumstances, request that he/she be relieved from working overtime. Where the Company determines it can reasonably grant such a request, it will do so.

All overtime shall be offered to bargaining unit employees on an equitable basis. However, this shall not apply to overtime that results from the extension of a regular shift.

7) Overtime on Scheduled Day Off (SDO)

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

Overtime shall be paid at the rate of double time if an Employee is required to work on a scheduled day off (SDO) with less than forty-eight (48) hours notice. The Employee shall accept such alterations without penalty whenever forty-eight (48) hours or more notice is given.

When forty-eight (48) hours or more notice is provided, overtime on a scheduled day off (SDO) shall be paid at one and one-half (1½) times the regular hourly rate up to the standard shift length, and two (2) times the regular hourly rate thereafter. If an employee is required to work on his/her 2nd or 3rd consecutive scheduled day off (SDO) after having worked the prior consecutive scheduled day(s) off (SDO's), overtime shall be paid at two times the regular rate up to the standard shift length, and two and one-half (2 ½) times the regular rate thereafter.

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

Recap Work on Consecutive Scheduled Days Off (48 hours or more notice)		
1st Day Off	2nd Day Off Having Worked the 1st SDO's	3rd Day Off Having Worked the 1st and 2nd SDO's
Hours up to standard shift 1 ½ basic rate	Hours up to standard shift 2 times basic rate	Hours up to standard shift 2 times basic rate
Hours beyond standard shift 2 times basic rate	Hours beyond standard shift 2 ½ times basic rate	Hours beyond standard shift 2 ½ times basic rate

Recap Work on Consecutive Regular Days Off (less than 48 hours notice)		
1 st Day Off	2 nd Day Off Having Worked the 1 st SDO	3 rd Day Off Having Worked the 1 st and 2 nd SDO's
Hours up to standard shift 2 times basic rate	Hours up to standard shift 2 times basic rate	Hours up to standard shift 2 times basic rate
Hours beyond standard shift 2 times basic rate	Hours beyond standard shift 2 ½ times basic rate	Hours beyond standard shift 2 ½ times basic rate

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

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.

All time scheduled and/or worked during any of the above turnaround period shall be compensated for in addition to the regular base rate, at one-half (½) time the basic rate for the portion of such assignment which encroaches on such turnaround period.

No payment shall be made in cases where hours are not consecutive.

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

- (a) In cases where employees are released prior to their scheduled start, or finish time of their tour of duty, encroachment on the turnaround period will be computed from the time of their release and/or the time of their resumption of work;
- (b) In cases where employees did not work scheduled hours due to sick leave.

	Aug. 31/16	SEPT.1/16 1.75%		SEPT.1/17 1.75%		SEPT.1/18 1.75%	
GROUP # (CLASSIFICATIONS)	ANNUAL SALARY	ANNUAL SALARY	HOURLY RATE	ANNUAL SALARY	HOURLY RATE	ANNUAL SALARY	HOURLY RATE

**GROUP #1
PHOTO/ENG**

START	34,222	\$34,821	\$16.7409	\$35,430	\$17.0337	\$36,050	\$17.3317
6 MONTHS	35,687	\$36,312	\$17.4577	\$36,947	\$17.7630	\$37,594	\$18.0740
LEVEL 1	37,155	\$37,805	\$18.1755	\$38,467	\$18.4938	\$39,140	\$18.8173
LEVEL 2	39,113	\$39,797	\$19.1332	\$40,493	\$19.4678	\$41,202	\$19.8087
LEVEL 3	41,549	\$42,276	\$20.3250	\$43,016	\$20.6808	\$43,769	\$21.0428
LEVEL 4	44,978	\$45,765	\$22.0024	\$46,566	\$22.3875	\$47,381	\$22.7793
LEVEL 5 (TOP OF GRID)	48,884	\$49,739	\$23.9130	\$50,609	\$24.3313	\$51,495	\$24.7572

GROUP #2 - VACANT

START	35,913	\$36,541	\$17.5678	\$37,180	\$17.8750	\$37,831	\$18.1880
6 MONTHS	37,454	\$38,109	\$18.3216	\$38,776	\$18.6423	\$39,455	\$18.9688
LEVEL 1	38,992	\$39,674	\$19.0740	\$40,368	\$19.4077	\$41,074	\$19.7471
LEVEL 2	41,045	\$41,763	\$20.0784	\$42,494	\$20.4298	\$43,238	\$20.7875
LEVEL 3	43,608	\$44,371	\$21.3322	\$45,147	\$21.7053	\$45,937	\$22.0851

LEVEL 4	47,202	\$48,028	\$23.0904	\$48,868	\$23.4942	\$49,723	\$23.9053
LEVEL 5 (TOP OF GRID)	51,303	\$52,201	\$25.0966	\$53,115	\$25.5361	\$54,045	\$25.9832

GROUP #3

JR. TECHNICIANS, CREATIVE SERVICES, TECHNICAL DIRECTOR, PRODUCER

START	37,029	\$37,677	\$18.1139	\$38,336	\$18.4308	\$39,007	\$18.7534
6 MONTHS	38,617	\$39,293	\$18.8909	\$39,981	\$19.2216	\$40,681	\$19.5582
LEVEL 1	40,203	\$40,907	\$19.6668	\$41,623	\$20.0111	\$42,351	\$20.3611
LEVEL 2	42,317	\$43,058	\$20.7010	\$43,812	\$21.0635	\$44,579	\$21.4322
LEVEL 3	44,966	\$45,753	\$21.9966	\$46,554	\$22.3817	\$47,369	\$22.7736
LEVEL 4	48,666	\$49,518	\$23.8067	\$50,385	\$24.2236	\$51,267	\$24.6476
LEVEL 5 (TOP OF GRID)	52,900	\$53,826	\$25.8779	\$54,768	\$26.3308	\$55,726	\$26.7913

GROUP #4

PHOTOJOURNALIST/ANCHORS

START	37,878	\$38,541	\$18.5293	\$39,215	\$18.8534	\$39,901	\$19.1832
6 MONTHS	39,502	\$40,193	\$19.3236	\$40,896	\$19.6615	\$41,612	\$20.0058
LEVEL 1	41,126	\$41,846	\$20.1183	\$42,578	\$20.4702	\$43,323	\$20.8284
LEVEL 2	43,292	\$44,050	\$21.1779	\$44,821	\$21.5486	\$45,605	\$21.9255
LEVEL 3	45,999	\$46,804	\$22.5019	\$47,623	\$22.8957	\$48,456	\$23.2962
LEVEL 4	49,785	\$50,656	\$24.3538	\$51,542	\$24.7798	\$52,444	\$25.2135
LEVEL 5 (TOP OF GRID)	54,101	\$55,048	\$26.4654	\$56,011	\$26.9284	\$56,991	\$27.3995

GROUP #5 - VACANT

START	39,352	\$40,041	\$19.2505	\$40,742	\$19.5875	\$41,455	\$19.9303
6 MONTHS	41,040	\$41,758	\$20.0760	\$42,489	\$20.4274	\$43,233	\$20.7851
LEVEL 1	42,726	\$43,474	\$20.9010	\$44,235	\$21.2668	\$45,009	\$21.6389
LEVEL 2	44,972	\$45,759	\$21.9995	\$46,560	\$22.3846	\$47,375	\$22.7764
LEVEL 3	47,784	\$48,620	\$23.3750	\$49,471	\$23.7841	\$50,337	\$24.2005
LEVEL 4	51,716	\$52,621	\$25.2986	\$53,542	\$25.7413	\$54,479	\$26.1918
LEVEL 5 (TOP OF GRID)	56,218	\$57,202	\$27.5010	\$58,203	\$27.9822	\$59,222	\$28.4721

**GROUP #6
SR. TECHNICIANS**

START	49,362	\$50,226	\$24.1471	\$51,105	\$24.5697	\$51,999	\$24.9995
6 MONTHS	51,341	\$52,239	\$25.1149	\$53,153	\$25.5543	\$54,083	\$26.0014
LEVEL 1	53,314	\$54,247	\$26.0803	\$55,196	\$26.5365	\$56,162	\$27.0010
LEVEL 2	56,605	\$57,596	\$27.6904	\$58,604	\$28.1750	\$59,630	\$28.6683
LEVEL 3	60,554	\$61,614	\$29.6221	\$62,692	\$30.1404	\$63,789	\$30.6678
LEVEL 4 (TOP OF GRID)	65,819	\$66,971	\$32.1976	\$68,143	\$32.7611	\$69,336	\$33.3346

SCHEDULE "B"

CLASSIFICATIONS AND RATES OF PAY

NOTES:

1. Effective one (1) month following ratification, progression up the salary schedule within each classification shall automatically occur barring documented deficiencies in performance or work related behaviour, on the first complete pay period of the month nearest the employee's annual or semi-annual anniversary date of employment with the Company. Any employee overscale shall receive a lump-sum payment equal to the bargained percentage increase of his/her annual salary base of the applicable year. Any employee on the grid who receives less than the bargained percentage increases, shall receive the difference between his/her general wage increase in the form of a lump sum payment.
2. When an employee is transferred into a classification with a start rate that is higher than the start rate in his posted classification, the employee shall be eligible to receive a salary increase at one full increment on his/her former classification grid at the time of transfer. This increase shall be granted provided the employee has the necessary skills, qualification and experience as determined by the Company.

Following this increase, should the employee's new rate of pay fall between two levels on his/her classification grid, his/her rate of pay shall again be increased to the higher rate of pay on the new grid. Following any transfer, the employee's date of transfer shall become the employee's anniversary date only for the purpose of progression up the salary grid as outlined in Note #1 to this Schedule.

3. ALL RATES IN THE ABOVE SCHEDULES ARE MINIMUMS.

LETTER OF UNDERSTANDING #1

between

CTV Sault Ste. Marie a division of Bell Media

and

Canadian Union of Public Employees and its Local 3540

RE -- EMPLOYMENT EQUITY (EE)

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

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

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

1. EE SCHOLARSHIPS AND EE CO-OPERATIVE PLACEMENTS

In support of CTV's Scholarship Program for designated group members, unpaid EE Co-operative work placements will be made available to students from these groups as one method of increasing their qualifications for future vacancies. While the work terms will include "hands on" experience, the students shall not be allowed to displace employees.

2. EE SUMMER JOBS

Each summer for the term of this agreement, the Company will post for a maximum of two (2) part time/term vacancies in the bargaining unit. Each of which will be designated for designated group applicants. The duration of these EE summer vacancies will be a maximum of sixteen (16) weeks in each year. The Company may apply for government grants to offset the cost of providing these opportunities.

3. EE TERM EMPLOYMENT

The parties agree that a maximum of one (1) term vacancy of a maximum one (1) year in duration may be created in any year of the agreement designated for a designated group member. The successful applicant shall fall under all conditions of work provided for in this agreement, and by company policy. At the conclusion of the term, the employee will be terminated from our employ. While the work term will include "hands on" experience, the students shall not be allowed to displace employees.

Renewed and signed in Sault Ste. Marie, Ontario, this 5th day of April, 2016.

For the Union

B. Reid
[Signature]
L. Delchenty

For the Employer

[Signature]
[Signature]

LETTER OF UNDERSTANDING #2

between

CTV Sault Ste. Marie a division of Bell Media

and

Canadian Union of Public Employees and its Local 3540

RE -- DISABLED EMPLOYEES

The parties to this agreement acknowledge their joint obligation to try and assist employees who become disabled as a result of injury/illness, to return to meaningful employment as CTV.

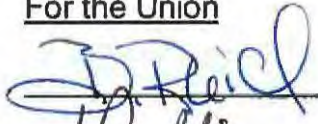
To effect that shared belief, the parties have agreed to the following for the term of the Collective Agreement.

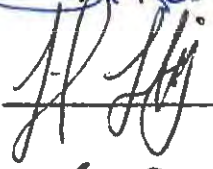
- a) During an employee's rehabilitative stage, the employee may be temporarily assigned to perform bargaining unit work without having to comply with the provisions of Article 16.00 (Temporary Vacancies) or 17.00 (Vacancies), provided that no employee is displaced by the disabled employee. All other terms of the Collective Agreement would apply to the disabled employee.


- b) Once the employee's rehabilitation is complete, the parties will make all reasonable efforts to accommodate the disabled employee in his/her former job. Where this is not practicable, the 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.

Renewed and signed in Sault Ste. Marie, Ontario, this 5th day of April, 2017.

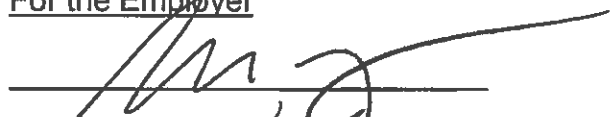
For the Union

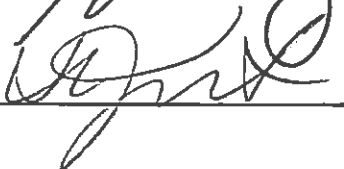






For the Employer





LETTER OF UNDERSTANDING #3

between

CTV Sault Ste. Marie a division of Bell Media

and

Canadian Union of Public Employees and its Local 3540

RE -- LAYOFF PROCEDURES

The parties hereby agree to the following application of Article 15 in the event of a surplus situation at this station:

1. The Company first identifies a surplus situation in a function.
2. The surplus is analyzed in terms of the shift scheduling to determine if the surplus is full-time, part-time or a combination of both.

a) Part-time surplus:

In the case of a part-time surplus the surplus hours are identified and no longer scheduled.

b) Full-time surplus:

In the case of a full-time surplus the most junior full-time employee on the seniority list is given layoff notice in that function. In such a situation, the affected employee may elect to:


- Bump to a part-time position and status in that function if available; OR
- Bump in accordance with Article 15.02 OR
- Elect lay-off status with recall rights under Article 15.03; OR
- Request severance and terminate employment.

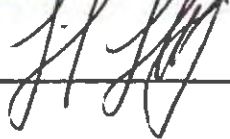
3. In the application of this memorandum, the parties will meet jointly to minimize the impact on affected employees.

Renewed and signed in Sault Ste. Marie, Ontario, this 5th day of April, 2017.


For the Union


For the Employer





L. Delventy





LETTER OF UNDERSTANDING #4

between

CTV Sault Ste. Marie a division of Bell Media

and


Canadian Union of Public Employees and its Local 3540

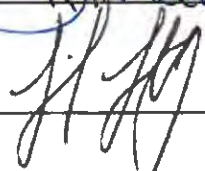
RE -- LABOUR MANAGEMENT COMMITTEE


The parties agree to the formation of a Labour Management Committee, consisting of two (2) Union and two (2) Company representatives. The Committee will meet regularly (but not less than monthly) to discuss general matters relating to Employee and Company concerns. This Committee shall not deal with any matter that is the subject of a grievance or is more properly dealt with in the collective bargaining process.

Renewed and signed in Sault Ste. Marie, Ontario, this 5th day of April, 2017.

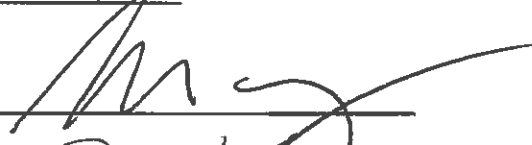
For the Union








For the Employer





LETTER OF UNDERSTANDING #5

between

CTV Sault Ste. Marie a division of Bell Media

and

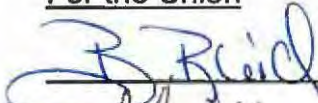
Canadian Union of Public Employees and its Local 3540

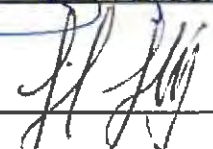
RE – VIRTUAL OFFICE


The Company agrees that it will meet and discuss any impact on the bargaining unit in regards to moving forward with the concept of a "Virtual Office" within sixty (60) days of the decision to move forward and draft a letter of understanding regarding the process and how it will proceed including all logistical and practical applications.

Signed in Sault Ste. Marie, Ontario, this 5th day of April, 2017.


For the Union

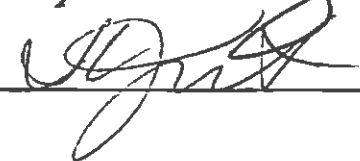






For the Employer





LETTER OF UNDERSTANDING #6

between

CTV Sault Ste. Marie a division of Bell Media

and

Canadian Union of Public Employees and its Local 3540

RE – SHARED SERVICES

Technology and the media industry are evolving at a rapid pace. To maintain a competitive advantage in Northern Ontario we need to be able to leverage all our talent and expertise across the Bell Media properties in Northern Ontario.

The Union agrees that all work performed (by classification) will be non-exclusive in nature so that members of any Northern Ontario Bell Media union can assist each other in the organization, execution and completion of work.

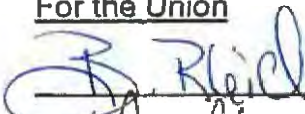
Bell Media acknowledges and agrees that any leveraging of talent across Bell Media's properties in Northern Ontario shall not be used to eliminate, reduce the hours, lay off, or displace regular full-time employees of CUPE Local 3540 Bargaining unit. Further, this does not prevent regular full-time employees of CUPE Local 3540 from all overtime opportunities before Bell Media leverages talent from other Northern Ontario Bell Media properties.

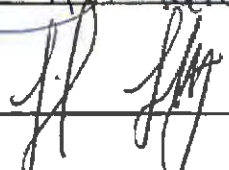
NOTE: Employees who voluntarily resign (retirement, resignation, voluntarily accepts a severance package) or are terminated for cause are excluded.


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

Signed in Sault Ste. Marie, Ontario, this 5th day of April, 2017.

For the Union







For the Employer

