

COLLECTIVE AGREEMENT

BETWEEN

CKY-TV

(a Division of Bell Media)

and

UNIFOR

LOCAL 816-M

EFFECTIVE

JUNE 10, 2018 TO JUNE 9, 2021

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PARTIES

THIS AGREEMENT is made and entered into this 10th day of June, **2018**.

BETWEEN: CKY-TV, a Division of Bell Media
(hereinafter referred to as "the Company"),
Party of the First Part,

AND: UNIFOR
LOCAL 816-M
(hereinafter referred to as "the Union"),
Party of the Second Part.

ARTICLE 1

Intent

- 1.1 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.
- 1.2 The Company will bargain collectively with the Union in respect to rates of pay, wages, hours and conditions of work for all employees in the bargaining unit hereinafter set forth.

ARTICLE 2

Definition of Bargaining Unit

- 2.1 The Company recognizes the Union as the sole and exclusive bargaining agent for all persons employed in the Unit defined by the Canada Labour Relations Board in its decision of January 14th, 1975 certifying NABET, and any amendments thereto as mutually agreed by the parties, or any of the classifications listed in the wage schedule under Article 27.
- 2.1.1 Pursuant to the CLRB's decision dated January 14th, 1975 and as amended subsequently by the Company and the Union, the Company recognizes the Union as the sole and exclusive bargaining agent for all employees of CKY-TV, Winnipeg, Manitoba excluding those in the following positions:

General Manager, General Manager's Executive Assistant, Human Resources Manager, Human Resources/Finance Assistant, Program Manager, Managing Editor, Controller, Accounting Supervisor, Senior Accountant, Payroll & Benefits Administrator, Systems Analyst, Accounting Clerks, Operations Manager, **Operations Supervisor**, Operations' Administrative Assistant, Director of Engineering, Building & Grounds Supervisor, Maintenance Building & Grounds employees, General Sales Manager, Retail Sales Manager, Account Executives, Client Service Assistant, Sales Administrative Assistant, Creative Services Supervisor, Sales Promotion Director, Sales Promotion Assistant, Promotion Director, News Director, Sports Director, Program Co-Ordinator, Traffic and Program Services Manager, Traffic/Logs Clerk, Traffic/Order Clearance Clerk, Traffic/Order Entry Clerk and Traffic/File Clerk.

- 2.2** After ratification and effective upon signing this collective agreement, pursuant to Canada Labour Relations Board Order dated October 30, 1989, the Company recognizes the Union as the sole and exclusive bargaining agent for a unit comprising all employees of the Company employed in the unit defined by the Canada Labour Relations Board in said Order subject to any amendments thereto as mutually agreed in writing by the parties.
- 2.3** The Union shall be provided up to fifteen (15) minutes to meet with a new employee during employee orientation with the Company. All arrangements shall be made through the local Human Resources representative who shall provide the Union with the name, address and personal telephone number of newly hired employees.

ARTICLE 3

Employee

- 3.1** The term "employee" as used in the Agreement shall mean any person, either male or female, employed in a classification included within the bargaining unit referred to in Article 2.1. Any dispute as to whether or not any employee should be included in the bargaining unit may be referred by either party to the Canada Labour Relations Board.

ARTICLE 4

Employee Categories

- 4.1** All employees covered by this Agreement shall be considered full-time employees of the Company except as otherwise provided herein.
- 4.1.1** All employees 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

advise the employee and the Union by letter stating the reason for such extension. During the probationary period the Company may release the employee at any time.

Notwithstanding Article 4.2.5(1), upon appointment or transfer to a new position, an employee shall be subject to a trial period of up to three (3) months. During that trial period, either the employer may return an employee to his/her former position, or at the employee's request, he/she may be returned to his/her former position and salary, with no loss of seniority.

4.1.2 An employee shall have no seniority rights during the probationary period. Upon successful completion of the probationary period, seniority shall date back to the day on which their employment began.

4.2 A Part-time employee is defined as one hired to work a maximum of twenty-five (25) hours per week, subject to the provisions of Article 4.2.1.

4.2.1 The twenty-five (25) hour maximum set out in Article 4.2 shall not apply where a part-time employee is assigned in accordance with (a) and (b) below and said assignment shall not affect the employee's part-time status:

- (a) fill in for a full time employee who is on vacation or is away from work because of illness, suspension, family leave, Jury duty, leave of absence, maternity/ child care leave or leave for Union activities; or
- (b) supplement the Company's normal staffing requirements to accommodate a particular show or situation.

4.2.2 Where a qualified part-time employee is not available to perform the work as outlined in Article 4.2.1 above, the Company shall be free to engage individuals from outside the bargaining unit on a casual or freelance basis. The individuals shall be covered by the same provisions of this Agreement as part-time employees during any such period of employment.

4.2.3 Part-time employees will not be used in such a manner as to:

- (a) affect a lay off of full time employees in the bargaining unit;
- (b) avoid the recall of full time employees in the bargaining unit who may have been laid off and who have recall rights under Article 21;
- (c) avoid the hiring of full time employees in the bargaining unit where, in the opinion of the Company, a full time vacancy exists.

4.2.4 Part-time employees shall be paid an hourly rate, based on the wage rates for the classification to which they are assigned and further subject to the following:

- (a) A minimum credit of four (4) hours per tour shall apply.
- (b) Where a part-time employee is required to work more than eight (8) hours in a tour, overtime shall apply.
- (c) Where a part-time employee is required to work in excess of five (5) days in a work week, the provisions of Articles 37.2, 37.2.1, 37.2.2 and 37.2.3 shall apply, with a minimum credit of four (4) hours.

4.2.5 Part time employees who average twenty (20) hours of work per week in a six (6) calendar month period shall be eligible to receive the following Company Group Insurance Plan benefits as of the earlier of January 1 or July 1 following the fulfillment of the above conditions of eligibility:

- (a) Group Life Insurance including Accidental Death and Dismemberment Benefits;
- (b) Weekly Indemnity Benefits;
- (c) Long Term Disability Insurance;
- (d) Major Medical Expense Benefits; and
- (e) Healthguard Dental Benefits.

The Company will pay 80% of the premiums for all coverage except that portion related to the Long Term Disability Coverage for which the part time employee will be deducted the full premium. The payroll deduction will be separately identified on pay slips.

Once eligible, part time employees may choose to waive enrolment in the Group Insurance Plan. However, once waived, future enrolment in the Plan shall be subject to the terms of the Company Group Insurance Plan.

Part time employees shall not be entitled to the sick leave benefits referred to in Article 53.1.

Permanent part time employees are eligible to receive Group Benefits in accordance with Company policy, as per Article 51.

4.2.5 (1) Seniority for part time employees shall be based on their most recent date of hire. Where a part time employee has been assigned to full time status, they shall be given seniority and service credit for part time hours worked. Part time employees shall have seniority only within the part time group of employees. Where a part time employee is subsequently hired as a full time employee to perform the same job functions he/she performed on a part time basis, he/she shall be credited with all hours worked toward the completion of his/her probationary period. A part time

employee subsequently hired as a full time employee in a different job function shall serve the full time probationary period as defined in this agreement. A part time employee who has completed their probationary period and is changing from part time to full time status shall not be required to perform a probationary period again.

- 4.2.6** The parties recognize that the Company heretofore considered sick leave for part-time employees on an individual basis, having regard for the circumstances relating to the individual cases, and agree that the existing practice of considering sick leave on an individual basis shall continue to remain in effect.
- 4.2.7** A part-time employee who does not work on a legal holiday (ref: Article 49) is entitled to and shall receive 1/20 of the gross wages they have earned during the previous thirty (30) calendar days as payment for the holiday. Not to exceed a maximum of eight (8) hours pay, at basic rate.
- 4.2.8** The Company shall provide a report to the Union containing the cumulative total of hours worked by each part-time employee during the previous two (2) weeks, with such report being forwarded to the Union within seven (7) days of each bi-weekly pay period.
- 4.2.9** Increments for part time employees shall be determined using aggregate hours. For clarification:

1,040 hours = 6 months
2,080 hours = 1 year

ARTICLE 5

Management Rights

- 5.0** The Company shall be the sole judge of an Anchor's suitability for program requirements. Notwithstanding any provision of this agreement to the contrary, the Company shall have the exclusive right to release an Anchor who it determines is not suitable for program requirements.

Any Anchor released from employment is entitled to severance under articles 20.3.1. and 20.3.2 unless terminated for "just cause".

- 5.1** The Union acknowledges that the management of the operations and the direction of the work forces are fixed exclusively in the Company and without limiting the generality of the foregoing, the Union acknowledges that it is the sole and exclusive function of the company to:
- (a) Maintain order, discipline and efficiency;

- (b) hire, select, transfer, assign to shifts, classify, promote, demote, lay off, recall, suspend, discipline and discharge employees;
- (c) make, revise and enforce, from time to time, rules, regulations, policies and practices to be observed by employees;
- (d) operate and manage the business in which the Company is engaged and, without restricting the generality of the foregoing, to plan, direct and control operations, to direct the work forces, to require employees to work overtime, to determine from time to time the number of personnel required, the services to be performed and the methods, including subcontracting, the procedure and equipment to be used in connection therewith, the schedule of work, the assignment of jobs, the size of the work force, the job content and classification and the number of employees in a classification, to designate the place of work and to curtail or cease operations. The Company agrees that mandatory retirement based on age shall not be applied to any employees within the bargaining unit.

It is understood that one of the most significant factors to be considered by the management of the Company when evaluating the workforce is the measurement of qualifications, skill, ability, creativity and performance. Such measurement shall be done in good faith and not arbitrarily or discriminatorily.

- 5.2** The provisions of Article 5.1 above shall be exercised subject to the terms and limitations of this Agreement. Except to the extent expressly abridged and modified by a specific provision of this Agreement, the Company reserves and retains the rights, powers and authority to manage its business in all respects.
- 5.3** Subject to the Company's right to decide on the number of employees needed at any time, the Company agrees not to contract out work in such a manner as to require the layoff of employees in the bargaining unit, the failure to recall an employee on layoff or to reduce the number of employees in the bargaining unit.

ARTICLE 6

No Strike Breaking

- 6.1** The Company will not assign, transfer or require employees to go to any radio station, television station, transmitter, studio or property where a lawful strike of persons whose functions are similar to those covered by this Agreement is in progress, except for news personnel to provide news coverage for the Company. Nor will the Company require any bargaining unit employees to perform the duty of other staff members engaged in a lawful strike.

ARTICLE 7
Union Security & Dues Check-Off

- 7.1** During the term of this Agreement, the Company agrees to deduct regular union dues and/or uniform assessments from employees' gross earnings as directed by the Local Executive.
- 7.2** All Video-Audio tapes, property of CKY-TV, will have a Unifor label, supplied by Unifor, attached to the container.
- 7.3** The Unifor seal will be legibly exhibited at the end of every locally produced broadcast.
- 7.4** The said deductions shall be remitted monthly by the Company to Unifor by cheque, payable in Canada and addressed to the nominee of the President of the Union, not later than the 15th day of the month following said deductions.
- 7.5** The Company will at the same time forward to the Union monthly a statement showing the names of all those in respect of whom deductions have been made, the respective amounts deducted, and the names of the employees within the bargaining unit who have left or joined the Company since last payment.

ARTICLE 8
Non-Discrimination

- 8.1** The Company will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or lawful activity on behalf of the Union. The Company will not discriminate in respect to hiring, tenure of employment or any term of employment against any employee covered by this Agreement because of membership in or lawful activity on behalf of the Union, nor will it discourage membership in the Union, or attempt to encourage membership in another Union.
- 8.2** Employees shall enjoy equal rights under this Agreement regardless of sex, age, colour, racial, ethnic or national origin, or religious or political affiliation, or sexual orientation, or any other characteristic protected by federal human rights legislation.
- 8.3** The Canada Labour Code, Part III, provides that every Employer must establish and enforce a policy with respect to Harassment. A copy of the current policy has been attached as "Letter of Understanding – Anti-Harassment". Should a complainant not be satisfied that their complaint has been dealt with satisfactorily, they will have the option of either filing a grievance or pursuing a complaint with the Canadian Human Rights Commission.

- 8.4** The Union agrees it will not discriminate against, coerce, restrain or influence any employee because of their membership or non-membership, their activity or their lack of activity in any labour organization.
- 8.5** The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company, without the permission of the Company.

ARTICLE 9

Notification

- 9.1** The Company shall, within four (4) days, email to the designated Unifor office and to the designated Local Unifor Executive one (1) copy of each of the following:
- 9.1.1** Notice of hiring, promotion, transfer, dismissal, conclusion of probationary period, extension of probationary period, suspension, or any disciplinary action affecting any employee within the bargaining unit.
- 9.1.2** Any notice pertaining to the application or agreed interpretation of this Agreement arising from a grievance meeting.
- 9.1.3** Notice of vacancy in any classification within the bargaining unit.
- 9.1.4** The Company shall notify the Union in writing within thirty (30) calendar days of the establishment of any new job classification and such notice shall contain the job description for the classification to be established. It is understood that where the parties disagree with respect to the proper classification or rate of pay for a new job classification, the parties may have the matter resolved through a grievance. In the event the parties disagree whether or not the new job classification shall be within or outside the bargaining unit, the matter may be referred to the Labour Board.
- 9.2** Any notification to an employee required under the provisions of the collective agreement is understood to mean that the Company will notify the employee directly.
- 9.3** Upon employee request, a Union steward or designated representative shall be present during any meeting between an employee and a member of the management team. Where it is planned reprimand and/or imposed discipline of any manner on the employee, a union representative shall be present and mandatory.

ARTICLE 10

Leave for Union Activities

- 10.1** Leave without pay will be granted to no more than four (4) employees duly authorized to

represent employees in order to attend union events. Requests for such leave shall be submitted in writing at least fifteen (15) days in advance, and such leave shall not exceed a maximum aggregate total of thirty-five (35) working days during a non-convention year and an additional twelve (12) working days during a convention year. Additional days may be granted at management discretion.

10.2 Upon request by the Union, the Company agrees to release, without loss of pay or leave credit, not more than four (4) Union representatives, to attend grievance or negotiating meetings with the Company. Notwithstanding the above either party reserves the right to call witnesses supporting its position.

10.2.1 Efforts will be made to schedule grievance meetings during employees' working time without, however, disrupting normal scheduling arrangements.

10.2.2 Upon request by the Union, the employer will provide leave without pay for up to four (4) employees named by the Union, for a period of **four (4)** days for the purpose of pre-negotiation meetings. Employees so released will be responsible to check change of assignments and shifts.

ARTICLE 11

Union Access to Premises

11.1 The Company will permit access upon reasonable notification to its premises by an accredited Union official to enable them to observe whether the provisions of this agreement are being complied with; such observations shall be at reasonable hours and so as not to interfere unduly with the normal operations of the Company.

ARTICLE 12

No Strike Clause

12.1 The Union will not cause, nor permit its members to cause, nor will any member of the Union take part in a slow-down, strike, sit-down, or stay-in, at any of the Company's operations during the term of this agreement. The Company will not cause, permit or engage in, or permit a lock out of any of its operational locations during the term of this Agreement.

ARTICLE 13

Union Use of Bulletin Boards

13.1 The Company agrees to the posting by the Union of announcements regarding elections, meetings and internal affairs of the Union.

- 13.1.1** The Company agrees to furnish two (2) notice boards exclusively for the posting of Union notices.

ARTICLE 14
Storage Space for Union Records

- 14.1** The Company agrees to provide space, accessible to the members at all times, in which the Union may locate a filing cabinet. This cabinet is to be used for the storage of records, grievances, etc.
- 14.1.1** Upon request, the Company will provide a suitable private space to members of the Local Union Executive.

ARTICLE 15
Seniority

- 15.1** Company seniority shall be deemed to have commenced on the date of hiring by the Company, or its predecessor, whichever is earlier, and shall be equal to the length of continuous service.

ARTICLE 16
Seniority After Interrupted Service

- 16.1** In the event of employee who has completed their probationary period is laid off or is granted leave of absence or transferred to a position within the Company not covered by this Agreement, the following shall apply:
- 16.1.1** Continuity of service for purposes of Company seniority shall be considered uninterrupted if the individual returns to the status of an employee within one year, or
- 16.1.2** If the individual returns to the status of an employee after one year and before two years have elapsed, that person's Company seniority upon returning shall be that which existed on the effective date of such lay-off, transfer or leave of absence.

ARTICLE 17
Promotions

- 17.1** Promotions and transfers within the bargaining unit shall be based on qualifications, skill, ability, creativity and performance and seniority; provided that where all other factors are equal, seniority shall prevail.

- 17.2** Where the Company decides that a position is to be filled, the Company shall post such vacancy at least five (5) working days in advance of filling the position. The posting shall include all necessary qualifications for the position. The Company shall be free to fill a vacancy on a temporary basis during such posting period. The Company shall provide the local union representative a copy of the posting one (1) day in advance of posting.

ARTICLE 18

Upgrading

- 18.1** In the event that an employee is temporarily assigned to perform work in excess of one (1) hour in any tour of duty in a higher rated classification (within or without the bargaining unit when Article 24 applies), than that to which they are usually assigned, they shall be paid three dollars (\$3.00) per hour or part thereof, with a minimum credit of one (1) hour. At the time of such assignment, an employee shall be verbally advised of their temporary upgrading and this shall be recorded on the employee's time sheets.
- 18.2** The provisions of Article 18.1 shall not apply when an employee is assigned to work in a higher classification for training or trial, for an aggregate total of thirty (30) days, and provided that the employee is under the direct supervision of an appropriate employee during any such assignment.

ARTICLE 19

Dismissal, Demotion, Suspension and Disciplinary Action

- 19.1** Dismissal, demotion, suspension or any disciplinary action of an employee shall only be for 'just and sufficient cause' and it is agreed that any of the above actions may be subject to the grievance procedure.
- 19.2** An employee dismissed for 'just and sufficient cause' and an employee dismissed during his probationary period shall not be entitled to any notice of termination, pay in lieu of notice or severance pay but shall receive accrued vacation pay.
- 19.3** It is recognized that employees in Salary Group 15 classified as Staff Announcer and those assigned to News/Sports Anchor duties shall be required to meet creativity and performance standards as set by the Company. The discipline or discharge of such employees on the basis of qualifications, skill, ability, creativity and performance standards shall be for just and sufficient cause and such employees shall have recourse to the grievance procedure contained in Article 26 of this Agreement.

ARTICLE 20

Lay-Offs

- 20.1** The Company shall advise the Union of any planned lay-off prior to any notice of layoff being provided to employees pursuant to Article 20.3.1. Such notice shall be given as soon as is reasonably practicable. Such notice shall include the names and position of any affected employees and the expected date of layoff. The Company agrees to meet with the Union within 48 hours after notice from the Union that it wishes to meet to discuss the planned lay-off provided such notice from the Union shall be given within 48 hours after receiving the notice of the planned lay-off from the Company. The final determination as to what jobs are to be abolished and the number of employees to be laid off shall be made by the Company.
- 20.1.1** Where employees are to be laid off, such layoffs shall proceed in inverse order of Company seniority, provided that no employee is to be displaced by a more senior employee unless the latter possesses the occupational qualifications as set by the Company of the job filled by the employee with less seniority. An employee about to be laid off from one position who possesses the occupational qualifications set by the Company in another position may apply their company seniority and revert to such other position.
- 20.1.2** Notwithstanding the provisions in Article 20.1.1 above, where employees in Salary Group 15 are to be laid off, the Company shall have the sole discretion to determine the order of such lay-offs on the basis of the qualifications, skill, ability, creativity and performance of such employees. An employee who is laid off from Group 15 shall retain the right to displace a less senior employee within any other Salary Group provided the more senior employee possesses the occupational qualifications as set by the Company for the job held by the employee with less seniority. Where the senior employee does not possess such occupational qualifications, the pay provisions of Articles 20.3.1 and 20.3.2 will apply.
- 20.1.3** An employee reverting to another position shall be placed on the wage scale of the other position but shall have their same salary maintained as in the previous position they held, and thereafter, shall continue to progress up the wage scale in the position to which they reverted, in accordance with their new seniority, on the annual anniversary of the reversion to the other position. The employee shall also be entitled to receive any general wage increases except where an employee reverts to a position in a lower paying salary level, in which case, the affected employee shall not receive general wage increases until their current rate aligns with the new scale.
- 20.1.4** Full time employees affected by lay-off shall have the right to replace part-time employees provided they have the occupational qualifications as set by the Company for such part-time positions.

20.2 It shall be the intention of the Company to give full consideration for the job vacancies within the Company to those employees who are to be laid off or are part time employees seeking full time status, or a full time employee that may be having their full time status reduced to part time status. Employee must apply for the position as per internal application requirement.

20.3.1 An employee to be laid off shall be entitled to notice or pay in lieu of notice in accordance with the following schedule:

<u>Company Seniority</u>	<u>Length of Notice/ Pay in Lieu</u>
Less than 5 years	Four (4) weeks
5 years but less than 10 years	Five (5) weeks
10 years but less than 20 years	Six (6) weeks
20 years or more	Eight (8) weeks

20.3.2 In addition to notice or pay in lieu of notice, an employee to be laid off shall be entitled to severance pay in an amount equal to three (3) weeks' pay for each full year of service to a maximum of **sixty-eight (68)** weeks' pay. In addition, employee benefits shall be extended to a maximum of six (6) months during any layoff period.

Employees selected for a temporary assignment to work on a child care leave and leaves of absence or maternity leaves or for a specific period of time shall be considered to have received notice at the time of hiring. Notwithstanding the foregoing the Company may terminate the contract under this clause by giving two (2) weeks' notice or two (2) weeks' pay in lieu of notice.

20.4 The Company shall provide notice in writing to the Union at least one hundred twenty (120) days in advance of the introduction of any technological change. During such notice period, the Parties shall meet to discuss possible means of reducing the impact of the technological change on the bargaining unit.

20.4.1 Where the introduction of any technological change results in a bargaining unit position being abolished, an employee about to be laid off from one position who possesses the occupational qualifications set by the Company in another position may apply their Company seniority and the provisions of Articles 20.1.1, 20.1.2, 20.1.3 and 20.1.4 shall apply. The Company shall provide a maximum of twenty (20) days of appropriate training to assist the employee to become qualified for the position.

20.4.2 In the event the employee is unable to meet the basic qualifications for the position, they shall receive compensation as in Article 20.3 above. If the employee thus affected by technological change (Article 20.4.1) has completed ten (10) years of continuous service they shall receive six (6) months notice of layoff or six (6) months pay in lieu of said notice, plus all other benefits for the same period.

20.4.3 Additional technological change provisions of this Agreement shall be in accordance with the Canada Labour Code, which technological change provisions are reproduced below and are not subject to the Grievance procedure:

51(1) In this section and in sections 52 to 55 "technological change" means:

- (a) the introduction by an employer into this work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by him in the operation of the work, undertaking or business; and
- (b) a change in the manner in which the employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

51(2) Sections 52, 54 and 55 do not apply, in respect of a technological change, to an employer and a bargaining agent who are bound by a collective agreement where:

- (a) the employer has given to the bargaining agent a notice in writing of the technological change that is substantially in accordance with subsection 52(2),
 - (i) prior to the day on which the employer and the bargaining agent entered into the collective agreement, if the notice requiring the parties to commence collective bargaining for the purpose of entering into that !
 - (ii) not later than the last day on which notice requiring the parties to commence collective bargaining for the purpose of entering into the collective agreement could have been given pursuant to subsection 49(1), if the notice was given under that subsection;
- (b) the collective agreement contains provisions that specify procedures by which any matters that relate to terms and conditions or security of employment likely to be affected by a technological change may be negotiated and finally settled during the term of the agreement; or
- (c) the collective agreement contains provisions that;
 - (i) are intended to assist employees affected by any technological change to adjust to the effects of the technological change, and
 - (ii) specify that sections 52, 54 and 55 do not apply, during the term of the collective agreement, to the employer and the bargaining agent. R.S., c.L-1, s. 149; 1972, c.18, s.1.

52(1) An employer who is bound by a collective agreement and who proposes to effect a technological change that is likely to affect the terms and conditions or security of employment of a significant number of his employees to whom the collective agreement applies shall give notice of the technological change to the bargaining

agent bound by the collective agreement at least one hundred and twenty days prior to the date on which the technological change is to be effected.

- 52(2)** The notice referred to in subsection (1) shall be in writing and shall state;
- (a) the nature of the technological change;
 - (b) the date upon which the employer proposes to effect the technological change;
 - (c) the approximate number and type of employees likely to be affected by the technological change;
 - (d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected; and
 - (e) such other information as is required by the regulations made pursuant to subsection (3).
- 52(3)** An employer who has given notice under subsection (1) to a bargaining agent shall, on request from the bargaining agent, provide the bargaining agent with a statement in writing setting out
- (a) a detailed description of the nature of the proposed technological change;
 - (b) the names of the employees who will initially be likely to be affected by the proposed technological change; and
 - (c) the rationale for the change.
- 52(4)** The Governor in Council, on the recommendation of the Board, may make regulations
- (a) specifying the number of employees or the method of determining the number of employees that shall, in respect of any federal work, undertaking or business or any type of federal work, undertaking or business, be deemed to be "significant" for the purposes of subsection (1) and subsection 54(2); and
 - (b) requiring any information in addition to the information required by subsection (2) to be included in a notice of technological change. R.S., c.L-1, s.150; 1972, c.18, s.1.; 1984, c.39, s.29.
- 53(1)** Where a bargaining agent alleges that sections 52, 54 and 55 apply to an employer in respect of an alleged technological change, and that the employer has failed to comply with section 52, the bargaining agent may, not later than thirty days after the bargaining agent became aware, or in the opinion of the Board ought to have

become aware, of the failure of the employer to comply with section 52, apply to the Board for an order determining the matters so alleged.

53(2) Upon receipt of an application for an order determining the matters alleged under subsection (1) and after affording an opportunity for the parties to be heard, the Board may, by order,

(a) determine that sections 52, 54 and 55 do not apply to the employer in respect of the alleged technological change; or

(b) determine that sections 52, 54 and 55 apply to the employer in respect of the alleged technological change and that the employer has failed to comply with section 52 in respect of the technological change.

53(3) The Board may, in any order made under paragraph (2)(b), or by order made after consultation with the parties pending the making of any order under section (2),

(a) direct the employer not to proceed with the technological change or alleged technological change for such period not in excess of one hundred and twenty days, as the Board considers appropriate;

(b) require the re-instatement of any employee displaced by the employer as a result of the technological change; and

(c) where an employee is reinstated pursuant to paragraph (b), require the employer to reimburse the employee for any loss of pay suffered by the employee as a result of his displacement.

53(4) An order of the Board made under paragraph (2)(b) in respect of an employer is deemed to be a notice of technological change given by the employer pursuant to section 52 and the Board shall concurrently, by order, grant leave to the bargaining agent to serve on the employer a notice to commence collective bargaining for the purpose referred to in subsection 54(1). R.S., c.L-1, s.151; 1972, c.18, s.1; 1984, c.39, s.30.

54(1) Where a bargaining agent receives notice of a technological change given by or in respect of an employer pursuant to section 52, the bargaining agent may, within thirty days from the date on which it receives the notice, apply to the Board for an order granting leave to serve on the employer a notice to commence collective bargaining for the purpose of

(a) revising the existing provisions of the collective agreement by which they are bound that relate to terms and conditions or security of employment; or

- (b) including new provisions in the collective agreement that relate to terms and conditions or security of employment.
- 54(2)** Where the Board has received from a bargaining agent an application for an order under subsection (1) and is satisfied that the technological change in respect of which the bargaining agent has received notice given pursuant to section 52 is likely, substantially and adversely, to affect the terms and conditions or security of employment of a significant number of employees to whom the collective agreement between the bargaining agent and the employer applies, the Board may, by order, grant leave to the bargaining agent to serve on the employer a notice to commence collective bargaining for the purpose referred to in subsection (1). R.S., c.L-1, s.152; 1972, c.18, s.1.
- 55.** Where a bargaining agent applies to the Board under subsection 54, the employer in respect of whom the application is made shall not effect the technological change in respect of which the application is made until
- (a) the Board has made an order refusing to grant leave to the bargaining agent to serve on the employer a notice to commence collective bargaining; or
 - (b) the Board has made an order granting leave to the bargaining agent to serve on the employer a notice to commence collective bargaining and
 - (i) an agreement has been reached as a result of collective bargaining, or
 - (ii) the requirements of paragraphs 180(1)(a) to (d) have been met. R.S., c.L-1, s.153; 1972, c.18, s.1.
- 20.5** The Company will co-operate with such employees to facilitate job interviews for positions outside the Company during their regularly scheduled work day, provided that such interviews shall be limited to four (4) per week for a maximum of four (4) hours each.

ARTICLE 21

Re-Engagement

- 21.1** When vacancies occur, the Company will re-engage in the order of Company seniority laid-off employees who possess the necessary occupational qualifications for the position, who have been laid off under the provisions of Articles 20.1 and 20.4 for a period not exceeding two years, or employees who have moved to other groups under Article 20.1.1 for a period not exceeding one year. In order to be considered for re-engagement, a laid off employee shall have completed one year's continuous service before being laid off. The Company further agrees to give preferential consideration for re-engagement of laid-off employees who had at least six months seniority and who have been laid off for a period not exceeding two years.

- 21.1.1** Employees re-engaged after lay-off under Article 20.1 or a reversion under Article 20.1.1 shall be re-engaged at the seniority they had when they were laid off or reverted as the case may be.

ARTICLE 22

Report on Performance

- 22.1** An employee shall be notified in writing, of any dissatisfaction concerning their work, within ten (10) working days of cause for dissatisfaction becoming known to their Supervisor. They shall be furnished with a copy of any complaint or accusation which may be detrimental to their advancement or standing within the Company, immediately after the complaint or accusation is made. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them at any time. A copy of any such written complaint or accusation shall be provided to the designated Union representative on the same day it is provided to the employee receiving the discipline.
- 22.1.1** Every employee shall sign a copy of all appraisals, expressions of dissatisfaction or commendations concerning their work that shall appear on their personal file. Refusal to sign any copy of the above shall result in a meeting with a local union executive, the employee concerned, and the Company Designee to officially confirm the memo has been given to the employee. It is understood that an employee's signature on any appraisal or expression of dissatisfaction shall indicate only that the employee has read the document and does not acknowledge acceptance to, or concurrence with, the contents in any way.
- 22.2** The employee's reply to such complaint or accusation will become part of the employee's record if it is received by the Company within ten working days after the notice referred to in Article 22.1 is received by the employee.
- 22.2.1** The department manager shall sign such reply acknowledging receipt.
- 22.3** The contents of any notice of dissatisfaction which has been placed on an employee's record in accordance with Article 22 shall be removed from the employee's personnel record after a period of twelve (12) months has elapsed without the employee receiving any other discipline and shall not be used against them for any purpose thereafter.

ARTICLE 23

Duties

- 23.1** Employees of the Company who are not in the bargaining unit shall not work on any jobs which have been and are normally performed by employees in the bargaining unit.

- 23.2** Non-bargaining unit supervisors may, on occasion, perform bargaining unit duties. It is not the intention of this Article to cause the displacement of a full time employee.
- 23.3** The Company may broadcast material obtained from outside sources concerning news events of an immediate nature where it is impractical to assign bargaining unit personnel to cover such events.
- 23.4** Students from a recognized educational institution shall be allowed to perform bargaining unit work, subject to the following:
- (a) a qualified member of the bargaining unit shall be assigned to supervise each student; and;
 - (b) the Company shall not utilize students for the purpose of displacing bargaining unit employees, or to avoid filling a vacancy, or to avoid assignment of overtime to bargaining unit employees.

ARTICLE 24

Duty Limitations

- 24.1** Groups listed in wage Article 27 are for pay purposes only. It is agreed that jobs may be cross-assigned but will not be combined with jobs outside the bargaining unit.
- 24.1.1** It is agreed that employees classified as News Reporter, Assignment Editor, Announcer and Assistant News Director shall not be assigned to perform the duties of News Photographer or ENG News Editor, except where such assignment is necessary from time to time on an irregular basis in order to meet newscast deadlines and a qualified Photographer or Editor is not available.
- 24.1.2** **It is agreed that an employee promoted or appointed to a new classification will be permitted to train their replacement, performing all functions of their former classification where required during such training period, and will be paid as per the Group of their new classification. This training will be up to a maximum of two (2) weeks.**
- 24.2** Notwithstanding Article 24.1, the parties recognize that members of the bargaining unit may on occasion be asked to perform the duties of non-bargaining unit personnel. Members requested to perform the duties of non-union personnel shall receive an upgrade as per article 18.1, such employee shall not have the authority to discipline any employee during the occasion they are asked to perform the duties of non-bargaining personnel.
- 24.2.1** **Reception Relief**
- Notwithstanding the provisions of 23.1 above, non-bargaining unit personnel may from time to time cover Reception in the event of lateness, meal, lunch, sickness or coffee breaks.

ARTICLE 25
Grievance Committee

- 25.1** The Company acknowledges the right of the Union to appoint or otherwise select a committee known as the Local Grievance Committee, which shall be composed of not more than three (3) members. Each member of this Committee, and all stewards, shall have acquired seniority and shall be regular employees of the Company during their time in office. The Company will recognize and discuss with the said committee any matter properly arising out of this Agreement, and the said committee will cooperate with the Company in the administration of this Agreement.
- 25.2** The names of each of the Stewards and the names of the Chairman and the members of the Union Grievance Committee from time to time selected, shall be given to the Company in writing.
- 25.3** The Company undertakes to instruct all members of its supervisory staff to co-operate with the Stewards in the carrying out of the terms and requirements of this Agreement.
- 25.4** The Union undertakes to secure from its officers, Stewards and members, their co-operation with the Company and with all persons representing the Company in a supervisory capacity.
- 25.5** The privileges of Stewards to leave their work without loss of basic pay to attend to Union business is granted on the following conditions:
- 25.5.1** Such business must be between the Union and the Management. Employees having grievances cannot discuss these with the Stewards in working hours, except in the case of a discharged employee. In the event of an employee being disciplined, they may meet with their union representative for a maximum of 30 minutes immediately following the disciplinary meeting. If further time is required, it must be requested by the union and approved by the employer.
- 25.5.2** The time shall be devoted to the prompt handling of necessary Union business.
- 25.5.3** The Steward concerned shall obtain the permission of the Supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.

ARTICLE 26
Grievance Procedure

- 26.1** It is mutually agreed that it is the spirit and intent of this Agreement to adjust, as quickly as possible, grievances arising from the application of this Agreement. An employee that has been disciplined and a grievance that has been filed from such discipline shall be entitled to attend the step 2 of the grievance process.

26.2 Grievances arising out of this Agreement shall be processed as follows:

STEP 1

The grievance shall be reduced to writing and copies thereof, signed by the grievor or a member of the local Executive, shall be delivered to the General Manager of the Company or the Company Designee, and a member of the Local Grievance Committee, within fourteen (14) calendar days of the event giving rise to such grievance coming to the knowledge of the grievor.

STEP 2

The grievance shall be discussed with the General Manager and the Company Designees and the Local Grievance Committee, consisting of not more than three (3) members. Such discussions will deal with grievances of which at least two (2) days notice shall have been received. Such meetings shall take place within fourteen (14) calendar days of the request by either party for a meeting. The Company shall render its decision in writing within fourteen (14) calendar days following the Step 2 meeting.

STEP 3

If the grievance is not recorded as settled within fourteen (14) calendar days after the meeting described in Step 2, the dispute shall, within seven (7) days, be referred to the President of the Company and/or the Company Designees, and the Union Grievance Committee which may include a member of the International Union Office, for further discussion and consideration.

STEP 4

In the event that the representatives of the Company and the Union cannot reach an agreement, either party may, by email or fax, within thirty (30) days of the meeting described in Step 3, submit the dispute to final and binding arbitration. The party referring the matter to arbitration shall within ten (10) calendar days select in rotation from the following panel of individuals, a single arbitrator:

1. Arne Peltz
2. Michael Werier

If after making all reasonable efforts to select an arbitrator within the time herein set out, the party responsible for the selection is unable to find an arbitrator able or willing to act, such time limit will be extended to a length of time required to obtain the services of an arbitrator from the panel. If all the persons in the list contained herein are unable to act, the parties shall forthwith request the Minister of Labour to appoint the arbitrator who shall be subject to the provisions of this Article. The cost and/or expenses of such arbitration shall be borne equally by the Company and the Union.

- 26.3** The arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement. In the case of a disciplinary grievance or a discharge grievance under Article 19, the arbitrator shall have the power to return the grievor to their employee status with or without restoration of back pay, mitigate the penalty as equity suggests under the facts, or impose any remedy just and equitable in the circumstances.
- 26.4** If either party considers that this Agreement is being violated in any respect by the other, this party may within twenty (20) days of becoming aware of such violation, file a policy grievance and subsequently cause the matter to be discussed and dealt with in accordance with Article 26.3, Step 3. If not satisfactorily settled, either party may refer the matter to arbitration as provided in Article 26.3, Step 4.
- 26.5** All timelines set out in Article 26 may be extended by mutual agreement.

ARTICLE 27
Wages - Salary Groups

- 27.1** Groups for the purpose of wage classifications shall be as follows:

- GROUP II:** Reception
- GROUP III:** TV Traffic, Promotions Assistant
- GROUP IV:** Writer/Producer
- GROUP V:** Audio, Camera, Floor Director
- GROUP VI:** Video Graphic Artist, Feed and Play
- GROUP VII:** EFP Camera, Production Editor, News Editor
- GROUP VIII:** Photojournalist
- GROUP IX:** Maintenance Technician, Technical Producer
- GROUP XI:** Operations Coordinator, Video Services Coordinator
- GROUP XII:** Assistant News Director
- GROUP XIII:** News Reporter, Chase Producer, Videojournalist
- GROUP XIV:** Producer/Director, Technical Director /Director, Studio Switcher, Lighting Director, TD, Web Designer

GROUP XV: News Assignment Editor, News & Sports Anchor/Producer, **Sports Director**, News Producer, Anchor, Supervising News Producer, Editorial Producer, Ticker Producer, Web Producer, News Writer Producer.

27.1.1 All salaries are minimums and it is recognized that nothing shall prevent the Company from paying or providing to any employee at any time and from time to time any amounts or other benefits in excess of the minimums set forth herein. The exercising of this right shall be between the Company and each individual employee and shall not be subject to any grievance within the terms of this Agreement. Any arrangements between the Company and News Anchors which are in excess of the minimums or other benefits set forth herein or are with respect to matters not covered by this Agreement are outside the scope of this Agreement and are not subject to grievance.

27.2 The following rates are hourly and annual minimums reflecting general wage increases of:

- **June 10, 2018 – 1.75%**
- **June 10, 2019 – 1.75%**
- **June 10, 2020 – 1.75%**

Group II Reception

	June 10/18		June 10/19		June 10/20	
	Hourly	Annually	Hourly	Annually	Hourly	Annually
Year 1	14.41	28,087	14.66	28,579	14.92	29079
Year 2	15.65	30,518	15.92	31,052	16.20	31595
Year 3	16.93	33,020	17.23	33,598	17.53	34186
Year 4	17.61	34,345	17.92	34,946	18.23	35557
Year 5	17.97	35,032	18.28	35,645	18.60	36268
Year 6	18.33	35,733	18.65	36,358	18.98	36994

Group III TV Traffic, Promotions Assistant

	June 10/18		June 10/19		June 10/20	
	Hourly	Annually	Hourly	Annually	Hourly	Annually
Year 1	16.90	32962	17.20	33538.75	17.50	34126
Year 2	18.42	35917	18.74	36545.27	19.07	37185
Year 3	19.84	38697	20.19	39373.73	20.54	40063
Year 4	20.63	40239	21.00	40943.26	21.36	41660
Year 5	21.05	41044	21.42	41762.18	21.79	42493
Year 6	21.47	41864	21.84	42596.64	22.23	43342

Group IV Writer/Producer

	June 10/18		June 10/19		June 10/20	
	Hourly	Annually	Hourly	Annually	Hourly	Annually
Year 1	18.42	35917	18.74	36545	19.07	37185
Year 2	19.84	38697	20.19	39374	20.54	40063
Year 3	21.23	41389	21.60	42113	21.97	42850
Year 4	22.67	44211	23.07	44985	23.47	45772
Year 5	23.58	45973	23.99	46777	24.41	47596
Year 6	24.04	46891	24.46	47712	24.89	48547
Year 7	24.53	47830	24.96	48667	25.40	49518

Group V Audio, Camera, Floor Director

	June 10/18		June 10/19		June 10/20	
	Hourly	Annually	Hourly	Annually	Hourly	Annually
Year 1	18.42	38304	18.74	38974	19.07	39656
Year 2	19.36	40274	19.70	40978	20.04	41696
Year 3	20.23	42080	20.58	42816	20.94	43565
Year 4	21.13	43954	21.50	44723	21.88	45506
Year 5	21.98	45706	22.36	46506	22.75	47320
Year 6	22.42	46620	22.81	47436	23.21	48266
Year 7	22.86	47553	23.26	48385	23.67	49232

Group VI Video Graphic Artist, Feed and Play

	June 10/18		June 10/19		June 10/20	
	Hourly	Annually	Hourly	Annually	Hourly	Annually
Year 1	18.84	39200	19.17	39886	19.51	40584
Year 2	20.35	42324	20.71	43065	21.07	43818
Year 3	21.31	44320	21.68	45096	22.06	45885
Year 4	22.30	46398	22.69	47210	23.09	48036
Year 5	23.29	48449	23.70	49297	24.11	50160
Year 6	24.22	50378	24.64	51260	25.07	52157
Year 7	24.70	51386	25.14	52285	25.58	53200
Year 8	25.20	52413	25.64	53331	26.09	54264

Group VII EFP Camera, Production Editor, News Editor

	June 10/18		June 10/19		June 10/20	
	Hourly	Annually	Hourly	Annually	Hourly	Annually
Year 1	18.94	39389	19.27	40079	19.60	40780
Year 2	20.70	43058	21.06	43811	21.43	44578
Year 3	22.49	46766	22.88	47585	23.28	48417
Year 4	23.42	48722	23.83	49575	24.25	50442
Year 5	23.80	49495	24.22	50361	24.64	51243
Year 6	24.74	51451	25.17	52351	25.61	53267
Year 7	25.72	53502	26.17	54438	26.63	55391
Year 8	26.24	54573	26.70	55528	27.17	56499
Year 9	26.76	55664	27.23	56638	27.71	57630

Group VIII Photojournalist

	June 10/18		June 10/19		June 10/20	
	Hourly	Annually	Hourly	Annually	Hourly	Annually
Year 1	19.88	41359	20.23	42083	20.58	42820
Year 2	21.72	45190	22.10	45981	22.49	46786
Year 3	23.66	49197	24.07	50058	24.49	50934
Year 4	24.59	51153	25.02	52048	25.46	52959
Year 5	25.00	52008	25.44	52919	25.88	53845
Year 6	25.97	54019	26.42	54964	26.88	55926
Year 7	27.00	56179	27.48	57162	27.96	58163
Year 8	27.55	57302	28.04	58304	28.53	59325
Year 9	28.10	58448	28.60	59471	29.10	60512

Group IX Maintenance Technician, Technician Producer

	June 10/18		June 10/19		June 10/20	
	Hourly	Annually	Hourly	Annually	Hourly	Annually
Year 1	20.72	43098	21.08	43852	21.45	44620
Year 2	22.50	46793	22.89	47612	23.29	48445
Year 3	23.47	48817	23.88	49671	24.30	50540
Year 4	24.28	50502	24.70	51385	25.13	52285
Year 5	26.63	55377	27.09	56347	27.57	57333
Year 6	27.69	57591	28.17	58598	28.66	59624
Year 7	28.25	58742	28.74	59770	29.24	60816
Year 8	28.81	59919	29.31	60967	29.82	62034

Group XI Operations Coordinator, Video Services Coordinator

	June 10/18		June 10/19		June 10/20	
	Hourly	Annually	Hourly	Annually	Hourly	Annually
Year 1	26.99	56138	27.47	57120	28.02	58120
Year 2	28.07	58392	28.56	59414	29.13	60454
Year 3	28.63	59560	29.13	60603	29.72	61663
Year 4	29.21	60752	29.72	61815	30.32	62897

Group XII Assistant News Director

	June 10/18		June 10/19		June 10/20	
	Hourly	Annually	Hourly	Annually	Hourly	Annually
Year 1	28.76	59832	29.27	60879	29.78	61944
Year 2	29.92	62235	30.45	63325	30.98	64433
Year 3	30.51	63481	31.04	64592	31.59	65722
Year 4	31.13	64750	31.67	65883	32.22	67036

Group XIII News Reporter, Chase Producer, Videojournalist

	June 10/18		June 10/19		June 10/20	
	Hourly	Annually	Hourly	Annually	Hourly	Annually
Year 1	20.72	43098	21.08	43852	21.45	44620
Year 2	22.50	46793	22.89	47612	23.29	48445
Year 3	23.47	48817	23.88	49671	24.30	50540
Year 4	24.73	51438	25.16	52338	25.60	53254
Year 5	26.63	55377	27.09	56347	27.57	57333
Year 6	27.69	57591	28.17	58598	28.66	59624
Year 7	28.25	58742	28.74	59770	29.24	60816
Year 8	28.81	59918	29.31	60966	29.82	62033

Group XIV Producer/Director, TD/Director, Studio Switcher, Lighting Director, TD, Web Designer

	June 10/18		June 10/19		June 10/20	
	Hourly	Annually	Hourly	Annually	Hourly	Annually
Year 1	18.94	39390	19.27	40080	19.60	40781
Year 2	20.70	43058	21.06	43811	21.43	44578
Year 3	22.49	46765	22.88	47584	23.28	48416
Year 4	23.44	48762	23.85	49615	24.27	50483
Year 5	24.65	51275	25.09	52172	25.52	53085
Year 6	26.20	54494	26.66	55448	27.13	56418
Year 7	27.25	56681	27.73	57673	28.21	58682
Year 8	27.80	57814	28.28	58826	28.78	59856
Year 9	28.35	58970.23	28.84	60002	29.35	61052

Group XV News Assignment Editor, News & Sports Anchor/Prod., News Producer, Anchor, Supervising News Producer, Editorial Producer, Ticker Producer, Web Producer, News Writer Producer, Sports Director

	June 10/18		June 10/19		June 10/20	
	Hourly	Annually	Hourly	Annually	Hourly	Annually
Year 1	20.76	43180	21.12	43935	21.49	44704
Year 2	22.54	46874	22.93	47694	23.33	48529
Year 3	23.50	48898	23.92	49754	24.33	50624
Year 4	24.77	51506	25.20	52407	25.64	53324
Year 5	26.67	55472	27.14	56443	27.61	57431
Year 6	27.74	57686	28.22	58696	28.72	59723
Year 7	28.29	58839	28.78	59869	29.29	60916
Year 8	28.86	60017	29.36	61068	29.88	62136

ARTICLE 28

General Wage Provisions

28.1 Employees shall be paid according to the wage schedule of the classification to which they are assigned, with credit for years of service within the classification plus merit increases and any credit for industry experience recognized by the Company at the time of hiring.

- 28.1.1** Summer relief operators shall receive credit on the salary schedule of the group to which they are assigned for the total accumulated service in the bargaining unit, calculated to the last completed month.
- 28.1.2** Progression upon the salary schedule within each classification shall automatically occur on the first of the month nearest the employee's semi-annual or annual anniversary date. Such employees shall be notified in writing at the time of employment of the rate of pay to be paid at the time of hiring, and the date and amount of their next wage increase as provided herein. A copy of this letter will be forwarded to the Union within ten (10) calendar days of its issuance. As per Article 27.2.
- 28.2** When an employee is permanently promoted into a **new job classification with a higher wage, they shall be placed into the wage scale at the level that is higher than but closest to the wage rate of the position the employee is vacating.** Once placed in the new job classification, the employee shall automatically progress upward on the annual or semi-annual anniversary date of their transfer. The anniversary date for increment increase reverts to the first day of the month in which the transfer took effect.
- 28.3** Employees shall be paid every second (2nd) Friday and pay stub information shall be available on the Bell Media web site or by calling Employee Services.
- 28.3.1** The pay stub will show the employee's basic salary expressed as an hourly rate. Furthermore, the pay stub will show the number of hours charged in each of the following categories:

½ time; basic; 1½ times; 2 times; 2½ times; 3 times

ARTICLE 29

On Camera Appearance

- 29.1** Planned on camera appearance of employees, other than those for which the employee has volunteered and excepting pan shots and incidental shots of employees, shall be paid for at the following rates:
- 15 minute programs or less \$15.00
 - 16 minute programs to 30 minutes \$20.00
 - 31 minute programs to 60 minutes \$25.00
- 29.2** Article 29.1 shall not apply to the editorial staff of the newsroom when appearing for the purpose of station news promotion.

- 29.3** News and Sports Reporters, and on-air personnel shall dress as directed by their supervisor in accordance with established standards of the industry.

ARTICLE 30
Non-Reduction Clause

- 30.1** It is recognized that certain employees are presently receiving a higher rate for their job category than the rates herein negotiated. The signing of this Agreement shall not be interpreted as reducing the wage rate presently being paid these employees.

ARTICLE 31
Work Schedule and Premiums

- 31.1** A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during a day, with a minimum credit of eight (8) hours, calculated to the last quarter ($\frac{1}{4}$) hour in which work was performed; provided that if it extends beyond (00:00) midnight, it shall be considered as falling wholly within the calendar day in which it starts. There shall be no assignment of split shifts.
- 31.2** Notwithstanding the above, producers may occasionally be assigned a split shift. When a split shift assignment is necessary, those employees shall be credited with eight (8) hours pay for the first six (6) hours worked.

ARTICLE 32
Work Week

- 32.1** The forty (40) hour week shall obtain and shall commence at **00:01 a.m.** Sunday. The hours of work shall be exclusive of the first (1st) meal period and inclusive of all second (2nd) and subsequent meal periods and break periods.
- 32.1.1** Effective January 1, 2013, the hours of work for employees classified as Reception, Public Service, Promotion, TV Traffic and Writer/Producer shall be a 7.5 hour tour of duty exclusive of the first (1st) meal period. All time worked by such employees in excess of seven (7.5) hours but less than eight (8) hours in a tour of duty shall be paid at one (1) times the basic hourly rate. Hours worked or credited in excess of eight (8) hours in a tour of duty shall be paid at the appropriate overtime/premium rate.
- 32.1.2** Notwithstanding the provisions of 32.1 above, News and Sports Editorial staff and ENG Photographers shall work an eight (8) hour tour of duty inclusive of the first meal period. All time worked by such employees in excess of eight (8) hours in a tour of duty shall be paid at the appropriate overtime/premium rate.

- 32.2** When operations require it, the hours of work for Feed and Play Operators, Transmitter Technicians and Maintenance Technicians shall be inclusive of the first (1st) meal period and all subsequent meals. All time worked by such employees in excess of eight (8) hours in a tour of duty shall be paid at the appropriate overtime/premium rate.
- 32.3** The hours of work for all News Producers, except the weekend producer, and employees assigned to web functions shall be exclusive of the first (1st) meal period. All time worked by such employees in excess of eight (8) hours in a tour of duty shall be paid at the appropriate overtime/premium rate.

ARTICLE 33

Excessive Hours and Safety

- 33.1** The Employer agrees to give proper attention to the health of its employees.
- 33.2** Having due regard to health and safety, the Company agrees to try to equalize the work load so that any individual employee is not repeatedly scheduled excessive work hours.
- 33.3** No employee shall be required to work under hazardous conditions. Where dangerous or hazardous working conditions are brought to the Company's attention, all reasonable safety and precautionary measures shall be taken by the Company, including warning the employees of the hazardous conditions immediately and ensuring that employees are not placed in the vicinity of such hazardous conditions in performing their duties. An employee's refusal to undertake such dangerous or hazardous work or an employee's refusal to work in a location where, based on a reasonable belief, dangerous or hazardous conditions exist, will, in no way, be held against the employee, prejudice their employment with the Company, or result in any other penalty against the employee such as loss of pay or benefits.
- 33.4** The Employer shall give consideration on the capabilities of an employee for assignment involving climbing towers, ladders, etc.
- 33.5** The Employer agrees to supply protective clothing, safety footwear, 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 by the employee. The Company will provide varying sizes of parkas and boots to be taken in the news cruiser in the event protective clothing is required on shift. It is understood that such protective clothing and/or safety devices are and remain the property of the employer and shall be returned in good condition on demand.
- 33.6** Where transportation is provided to employees by the employer, the appropriate safety standards shall be observed.

- 33.7** The Company agrees that the Union shall select representatives to a Workplace Health and Safety Committee which shall be a joint committee consisting of an equal number of union and non-union or management representatives. The employer shall allow each member of the committee to take educational leave for a period of two (2) normal working days each year without loss of pay or other benefits for the purposes of attending Workplace Safety and Health seminars, programs or courses of instruction.
- 33.8** In the event that a Safety and Health concern is identified, it shall be brought to the attention of the Company and to the members of the Workplace Health and Safety Committee. This shall be done on a timely basis, depending upon the seriousness of the concern and its potential to adversely affect members of the bargaining unit.

ARTICLE 34
Penalty for Lateness

- 34.1** Employees shall be ready for work at the time designated for the start of their tour of duty. Failure to do so shall be considered late. An employee starting work late or returning from a break late will have pay deducted in the following manner.
- 34.1.1** Between three (3) and fifteen (15) minutes - fifteen (15) minutes pay.
- 34.1.2** Between sixteen (16) and thirty (30) minutes - thirty (30) minutes pay.
- 34.1.3** Between thirty-one (31) and forty-five (45) minutes - forty-five (45) minutes pay.
- 34.1.4** Between forty-six (46) minutes and sixty (60) minutes -sixty (60) minutes pay.
- 34.2** Employees shall remain at their work until the designated termination of their tour of duty, unless permission is otherwise granted by the immediate supervisor.

ARTICLE 35
Posting of Schedule

- 35.1** Each employee's schedule for any week shall be posted as early as possible, but in no event later than twelve (12) noon on the Friday one (1) week prior to the week in question. It is the intent of the foregoing to ensure that each employee is advised of their work schedule at the earliest possible time.
- 35.1.1** Each employee's schedule shall state clearly daily starting time, finishing time and days off.

- 35.1.2** In the event that the employee's schedule for any week is not posted in accordance with Article 35.1 and 35.1.1, the previous weekly schedule shall carry over until a new schedule is posted, subject to all provisions of the collective agreement.
- 35.1.3** After this posting there shall be no reduction in the number of overtime hours for any day in the week without notice being given by **15:00** p.m. of the day prior to the day in question. 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, or on a remote assignment, the Company will notify the employee directly or give such notice to a responsible person at the employee's residence. If such notice is not posted or the employee, when on a day off or on remote assignment, has not been notified, the employee shall be credited at the base rate with all hours originally scheduled.
- 35.1.4** Notice of change of starting time shall be given by **15:00** p.m. or the start of the employee's shift, whichever is later, one day prior to the day in question. If such notice is not given, the employee shall be credited at the basic rate for all hours originally scheduled. Where an employee's starting time is changed more than once in any working day without such notice being given, the employee shall be credited at one and one-half (1½) times the basic rate for all hours originally scheduled, but not actually worked. There shall be no penalty paid for multiple shift changes resulting from outside contract production requirement.

Example: If an employee is originally scheduled from **15:00 p.m. to 00:00** midnight and their start time is changed after the time limits so that they work from **17:00** p.m. to 2:00 a.m.

		one change	additional change
hrs originally scheduled but not worked	15:00 pm to 17:00 pm	basic	1½ x basic
hours actually worked	17:00 pm to 2:00 am	basic	basic

Example: If an employee is originally scheduled from **15:00** p.m. to **00:00** midnight and their schedule is changed after the time limits so that they work from **13:00** p.m. to **22:00** p.m.,

		one change	additional changes
hours actually worked	13:00 pm to 22:00 pm	basic	basic
hrs originally scheduled but not worked	22:00 pm to 00:00 midnight	basic	1½ x basic

Example: Article 35.1.5

overtime hours worked	13:00 pm to 15:00 pm	1½ x basic
original schedule	15:00 pm to 00:00 mid.	Basic

35.1.5 Where the shift is advanced re: 35.1.4, any overtime hours worked prior to the start of the original shift are paid at one and one-half times basic.

35.1.6 Any extensions on shift changes advanced or delayed shall be paid according to Article 40.

ARTICLE 36

Scheduled Days Off

36.1 Two (2) scheduled days off shall consist of forty-eight (48) hours plus the turn around period of twelve (12) hours for a total of sixty (60) hours. As in the past, three (3) and four (4) scheduled days off in separate work weeks shall consist respectively of seventy-two (72) hours plus the turn around period of twelve (12) hours for a total of eighty-four (84) hours, and ninety-six (96) hours plus the turn around period of twelve (12) hours for a total of one hundred and eight (108) hours. When the two (2) scheduled days off are separated as provided in Article 36.3 there shall be eighty-four (84) hours between the end of the last tour before and the beginning of the tour next following such days off.

36.2 An extra day off shall consist of twenty-four (24) hours only and may be scheduled consecutively to schedule days off or separate from them.

36.3 Two (2) scheduled days off may be separated by a holiday, only when no work is scheduled and/or assigned on that holiday.

36.4 When a scheduled day off is changed without notice being given by the Company by 12:00 noon two (2) days before the earliest day involved in the change, one-half (½) the basic rate, computed separately from the work week, shall be paid for the first eight (8) hours worked on the originally scheduled day off.

- 36.5** The Company shall schedule two (2) consecutive days off on weekends at least once per month, inclusive of vacation days off. Notwithstanding the above, on-air announcers (other than weekend news anchors and weekend sports anchors) may not necessarily receive one (1) weekend off per month during the rating periods, but must receive a minimum of twelve (12) weekends off per year, inclusive of vacation days off. Weekend news anchors, weekend sports anchors, weekend producers, weekend news reporters and weekend sports reporters will not receive one (1) weekend off per month but subject to the requirements and efficiencies of the **News Operations Department**, the News Director may grant written requests from these individuals made to the News Director for weekends off from time to time. This article does not apply to part time employees.
- 36.6** If an employee works on their scheduled days off and is compensated therefore under other provisions of this collective agreement, such work shall not constitute a violation of this article. It is further understood that the above provisions are exclusive of vacations.

ARTICLE 37
Work on a Day Off

- 37.1** An employee may refuse to work on a scheduled day off, however, if all qualified employees in the job classification refuse to work the Company may assign the work to any qualified employee in the bargaining unit in the inverse order of Company seniority within the position. No employee in exercising the foregoing right of refusal will be penalized for refusing to work on a scheduled day off/extra day off or beyond the regular scheduled tour of duty except in an ON AIR EMERGENCY.
- 37.2** When an employee agrees to work on a scheduled day off/extra day off, work performed on that day shall be paid as follows:
- 37.2.1** If work is performed or credited on one day off in a week, time and one-half (1 ½) computed separately from the work week, for all hours worked with a minimum credit of seven (7) hours.
- 37.2.2** If work is performed or credited on consecutive days off, they will be paid one and one-half (1½) basic for the first day worked and one and one-half (1½) basic for any other day off worked in that sequence with a minimum credit of seven (7) hours computed separately from the work week.

e.g. -- 4 days off --

Day 1	Worked 1½	Off	Off	Off
Day 2	Worked 1½	Worked 1½	Off	Worked 1½
Day 3	Worked 1½	Worked 1½	Worked 1½	Off
Day 4	Worked 1½	Worked 1½	Worked 1½	Worked 1½

37.2.3 Should the hours worked or credited on day off exceed twelve (12) hours, all time worked or credited in excess of twelve (12) hours will be paid at an additional one-half (½) times the basic rate.

HOURS WORKED/ CREDITED	Article 37.2.1	Article 37.2.2
0 - 8	1½ basic	1½ basic
8 - 12	1½ basic	1½ basic
over 12 (art 37.2.3)	2 basic	2 basic

37.3 Employees involved in unscheduled overtime (i.e. overtime worked beyond the scheduled finishing time of a tour of duty), will be compensated at one-half (½) the basic rate, in addition to any other overtime payments contained in this Agreement. This unscheduled overtime payment will not be made if the employee is advised of such unscheduled overtime during the first hour of a tour of duty on the day in question.

37.4 Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than 12:00 noon of the previous work day. If such notice is not given, the employee shall receive seven (7) hours' pay at the straight time rate, computed separately from the work week, provided the employee is released from duty for the entire tour of duty.

ARTICLE 38

Meal Periods

38.1 First Meal Period.

- 38.1.1** In all tours of duty in excess of six (6) hours, a first (1st) meal period of one (1) hours' duration shall be assigned, beginning no earlier than the start of the fourth (4th) hour of the tour and ending not later than the end of the fifth (5th) hour of such tour.
- 38.2** Second Meal Period
- 38.2.1** A second (2nd) meal period of not less than thirty (30) minutes duration nor more than sixty (60) minutes shall be assigned in tours of duty of more than eleven (11) hours. This second meal period shall be assigned to end not later than three (3) hours after the completion of the first eight (8) hours of the tour of duty. No penalty for second meal shall be paid until after the completion of the extended three (3) hours after the completion of the first eight (8) hour tour of duty. Should second meal period not be assigned after the completion of three (3) hours, the meal displacement penalty shall be paid back to the start of the 9th hour.
- 38.2.2** The provisions of Article 38.2.1 above shall apply whether or not a first (1st) meal period was received.
- 38.3** When an employee is not given a meal period within the time limits required by this Article, they shall receive, in addition to their regular salary, compensation in an amount equal to one-half (½) their basic hourly rate for each hour worked with a minimum of one (1) hour until a meal period is actually received or should have been assigned. This compensation is to be computed from the beginning of the last hour (38.1.1) or half hour (38.2.1) in which the meal period should have been assigned and extend to the start of the meal period given; or from the end of the meal period given and extend to the end of the first (1st) hour (38.1.1) or half hour (38.2.1) in which the period should have been assigned.
- 38.4** Article 38.1.1 shall not apply to employees assigned to Transmitters or Feed and Play.
- 38.5** The Company will endeavour to provide sufficient time in addition to meal periods to an employee on remote assignment when suitable eating facilities are not available as decided by the Technical Director.
- 38.6** Expense claims for meal payments, parking, travel claims and all general out-of-pocket expenses must be submitted within thirty (30) days of incurring the cost. Claims will be disallowed for non-compliance to the time limits unless permission is granted by the department manager for special or unusual circumstances.

ARTICLE 39

Break Periods

- 39.1** All employees shall be entitled to two (2) fifteen (15) minute break periods for each tour of eight (8) hours or less. The first break period to be taken not less than one (1) hour

before the first meal period, the second not less than one (1) hour after the first meal period.

ARTICLE 40

Overtime

- 40.1** The Company shall offer all overtime opportunities, excluding call back and extended shifts, to available employees within their classification in order of seniority. Employees may refuse to work unscheduled overtime, however, if all qualified employees in the job classification refuse to work, the Company may assign the work to any qualified employee in the bargaining unit in the inverse order of Company seniority. No employee in exercising the foregoing right of refusal will be penalized for refusing to work such unscheduled overtime except in an On-Air Emergency.
- 40.1.1** News and Sports reporters and Producer/ Directors videojournalist and photojournalist shall not refuse unscheduled overtime or scheduled overtime on a scheduled work day when completion of a given assignment is required. This article will not be unreasonably exercised.
- 40.2** When an employee agrees to work overtime in accordance with Article 40.1 such overtime hours shall be compensated as follows:
- 40.2.1** All time worked or credited in excess of eight (8) hours and less than twelve (12) hours in one (1) shift, shall be paid at the rate of one and one-half (1½) times the hourly rate of the employee. All hours worked or credited for twelve (12) or more hours in a shift shall be paid at the rate of two (2) times the hourly rate of the employee.
- 40.3** Employees involved in unscheduled overtime (i.e. overtime worked beyond the scheduled finishing time of a tour of duty), will be compensated at one-half (½) the basic rate, in addition to any other overtime payments contained in this Agreement. This unscheduled overtime payment will not be made if the employee is advised of such unscheduled overtime prior to the end of the 5th hour of the tour of duty. Self-assigned overtime is exempt for the additional one-half (1/2) the basic rate.
- 40.4** Payment for overtime work and penalties shall be made every two (2) weeks. Employees must have their overtime sheets turned in to their supervisor by 9:00 a.m. on Monday in order to receive payment for overtime work and penalties on the next processed pay.
- 40.5** Time Cards - In order to administer overtime payments, penalty payments, etc., time cards must be completed and submitted within thirty (30) days of the month that they pertain to unless permission is granted by the department manager for special or unusual circumstances, (ie. June time cards are to be submitted, at the latest, by July 31st). If not handed in within thirty (30) days, employees will lose their claim.

40.6 Overtime Banking

40.6.1 Employees will have the option of receiving time off in lieu of overtime pay. In addition to the days off allowed under 49.9

Compensatory Leave shall be subject to the following conditions:

- (a) Such leave shall be credited at the premium rate as the work performed (e.g. time and one-half, double time, triple time) times the number of hours worked. The forgoing shall apply only where such work is half and (1/2) hour or more in duration.**
- (b) The total accumulation of the Compensatory Leave under provisions of this Article shall not exceed sixty-four (64) hours in a calendar year.**
- (c) Compensatory Leave may be taken at a time mutually convenient to the employee and the Company, but only after all outstanding earned vacation credits from the previous vacation year(s) have been consumed. Any unused Compensatory Leave hours at the end of the year will be paid to the employee within one (1) month of the end of the calendar year.**
- (d) Such leave shall be taken in units of one-half (1/2) days or full days.**

ARTICLE 41

Call-Back

41.1 Call-back is defined as time credited or worked by an employee who, having completed their tour of duty and having left their place of work, is called back to perform further work within four (4) hours of the end of their tour of duty. Call-back shall be considered as falling wholly within the calendar day in which the original tour of duty starts. Work performed while on standby shall not be considered call-back and shall be paid at the appropriate rate pursuant to Article 41.6.

41.2 Any employee called back to work shall be paid time and one-half (1½) their basic hourly rate for work performed on call-back, including a thirty (30) minute travelling period, with a minimum credit of four (4) hours. If work performed on call-back extends beyond four (4) hours, all time worked in excess of the first four (4) hours shall be compensated at two (2) times the basic hourly rate of the employee.

41.3 An employee not on standby shall not be required to work more than three and one-half (3½) hours without a meal period. After this meal period, which is deemed to be a second or subsequent meal, Article 38 and 39 shall apply. (If called back after one and one-half (1½) hours after end of shift does not apply).

41.4 News Photographers in possession of a van and equipment shall cover spot news (as defined by the News Director) on a self assigning basis. Payment shall be at 1½ x (one and one-half times) for time worked outside of their regular shift, including days off and holidays.

When News Photographers are called out the standard penalties apply (Article 41.1).

41.5 Employees assigned to stand-by during their off hours shall be available to cover emergencies or unforeseen assignments and will be compensated at the rate of two dollars (\$2.00) per hour or part thereof. Employees shall not be assigned to stand-by during any day off.

41.6 Employees who perform work while on standby shall be paid one and one-half (1 ½) their basic hourly rate for work performed on standby, with a minimum credit of four (4) hours. If work on standby extends beyond four (4) hours, all time worked in excess of the first four (4) hours, shall be compensated at two (2) times the employee's basic hourly rate.

ARTICLE 42

Turn-Around Period

42.1 A turn-around 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.

42.2 All time worked and any meal period which encroaches on the turn-around period shall be paid at one-half (1/2) times in addition to the regular basic rate.

42.3 No payment shall be made for the following encroachments:

42.3.1 On a swing-in shift, on a regular rotating shift pattern, which occurs in conjunction with an employee's scheduled day off, where such employee is absent due to unexpected sick leave, this exception shall apply to their replacement.

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

ARTICLE 43

Night Differential

43.1 When an employee works between 00:00 hours (**00:00** midnight) and 0700 hours, all hours shall be compensated for at an additional two dollars (\$2.00) per hour, with a minimum credit of one-half (1/2) hour. Night differential shall be computed separately from the work week.

ARTICLE 44**Travelling on Company Business**

- 44.1** Employees shall not use their own automobile on Company business without prior approval, and denial of such approval shall not be subject to the grievance procedure.
- 44.2** Where an employee is required by the Company and agrees to use their own automobile during the course of their employment or receives permission from the Company to do so (not including transportation to and from their home), they shall be compensated at the rate of \$0.45 per kilometer and increases in accordance with Bell policy.

ARTICLE 45**Travelling Conditions**

- 45.1** For pay purposes, employees engaged in travelling on an assignment for the Company shall be credited with all time consumed when travelling on such assignment except as provided in Article 46. Such time will be computed:
- 45.1.1** From one (1) hour before the scheduled time of the carrier's departure when the employee leaves their home for travel by carrier. If the carrier's departure is delayed more than one (1) hour, the employee shall so advise the Company.
- 45.1.2** From the assigned hour of departure from their home, when an employee travels by automobile direct to the assignment. Notwithstanding the foregoing, the provisions of 45.1.2 shall not apply in the case of a local assignment where such assignment is for the employee's entire tour.
- 45.1.3** From the time they leave their normal place of employment when the employee reports there before proceeding to travel.
- 45.1.4** From the assigned hour of departure from their lodging when an employee is using overnight accommodation.
- 45.2** Travel advances will normally be given to employees before departure. Where this is not possible, it is the responsibility of the assigning supervisor to make appropriate alternative arrangements. At no time shall an employee be expected to use their own credit cards to cover contingencies such as hotel accommodations, etc.
- 45.3** Employees on out-of-town trips in excess of three (3) calendar days will be entitled to reimbursement for the cost of the first five (5) minutes of a phone call to the employee's home location limited to two (2) such claims per calendar week.

- 45.4** Time credited for the return journey under the above conditions will be computed in the same manner.
- 45.5** When an employee's shift ends between **00:00** midnight and 6:00 a.m. (inclusive), the employee shall, if they so desire, be provided with adequate transportation from the workplace to their usual residence if such residence is located within the Perimeter Highway.
- 45.6** Employees travelling on business and operating the company's **motor vehicles** will be limited to working a thirteen (13) hour shift. For the purpose of calculating the length of the shift, the thirteen (13) hours shall commence from the time the operator commences their shift, up until the time they finish the shift, inclusive of any meal or break periods or any periods of time spent loading, unloading, setting up equipment or standing by while other employee complete their duties. Where, in order to return to their normal place of employment, the operator would be required to work in excess of thirteen (13) hours in a shift, they will be accommodated at a suitable out of town location at the company's expense and provided with per diem and expenses in accordance with Articles 45 and 47 of the collective agreement.
- 45.7** The Company agrees to provide a premium for Satellite Uplink operation of fifteen dollars (\$15) per hour to a maximum of seventy five dollars (\$75).

ARTICLE 46

Waiver of Time Credits

- 46.1** When travelling is on a carrier between the hours of 8:00 a.m. and **00:00** midnight, local time, full time shall be credited up to and only for the first eight (8) hours of travel.
- 46.2** When travel is on a carrier between the hours of **00:00** midnight and 8:00 a.m. local time, and suitable sleeping facilities are available, no credits shall be allowed. For the purpose of this section, a single occupancy berth or seat on a plane is construed to be suitable sleeping facilities. When travel is designated by the Company on conveyances which do not have suitable sleeping facilities, full time credit shall be allowed.

ARTICLE 47

Definition of Location and Location Expenses

47.1 For the purposes of this agreement the following definition of "Local" will apply: Any points within a thirty-two (32) kilometer [twenty (20) mile] radius of the corner of Osborne Street and Broadway Avenue in the City of Winnipeg and attendant transmitter locations, or in the case of employees located in Brandon, a thirty-two (32) kilometer or twenty (20) mile radius from 18th Street and Victoria Avenue. In the event the company locates employees in any other center within the province, the definition of "local" shall apply to any point beyond the twenty (20) mile radius from the center of the town.

47.2 "Out-of-town" location shall be any point beyond the limits defined as "Local" location.

47.3 Employees on "out-of-town" assignments, other than those employees regularly assigned to out-of-town locations, who do not require overnight accommodation shall receive a meal allowance for each meal to which they are entitled under the provisions of Article 38 of:

Breakfast	\$15.00
Lunch	\$20.00
Dinner	\$30.00

Personnel assigned to out-of-town locations shall not receive an allowance for assignments completed within three (3) hours or less. It is understood that, depending upon the time and duration of an employee's out of town assignment, an employee's breakfast, lunch or supper may not necessarily be taken during normal meal break hours. The company agrees to allow for flexibility in providing for meal breaks and per diems which reasonably relate to the timing of the employee's shift.

47.4 Employees on "out-of-town" assignments, other than those employees regularly assigned to out-of-town locations, who require overnight accommodation shall receive a per diem allowance of **seventy-five dollars (\$75)** (which includes breakfast, lunch and dinner per diem **and \$10** incidental allowance), plus the cost of sleeping accommodation for each complete twenty-four hour period; or two dollars and fifty cents (\$2.50) per hour when absences involve fractions of a day exceeding eight (8) hours and less than twenty-four (24) hours, up to a maximum of **seventy-five dollars (\$75.00)**.

47.5 Per diem allowances shall be in addition to the following allowable expenses:

47.5.1 The cost of approved transportation.

47.5.2 The cost of taxis and limousine service between residence and point of departure and assigned common carrier and at point of destination, between accommodation and assigned common carrier.

- 47.5.3** The cost of vehicles for the transport of equipment when necessary in the opinion of the Company.
- 47.5.4** The cost of extra assistance in handling equipment when necessary in the opinion of the Company.
- 47.5.5** The cost of long distance telephone calls required for Company business.
- 47.5.6** The cost of parking Company vehicles.
- 47.6** It is understood between the parties that the Company will make every effort to provide employees equal access to out of station or out of town assignments for which they are qualified. Such assignments will not be subject to the grievance procedure.

ARTICLE 48

Vacations

- 48.1** All employees are entitled to vacation as per the CKY-TV vacation schedule calculated as per the following table:

Years of service at December 31 of current year	Annual Vacations Work Days
Less than 1 year	1.5 days per month (for a max. of 15 days)
1 to 6	15 days
7 to 11	20 days
12 to 17	23 days
18 to 24	25 days
25 and above	30 days

- 48.2** Employees employed for less than (1) year as of December 31st of a given year are entitled to one and one-quarter (1¼) days of holidays per month of service computed as of December 31st.
- 48.3** The annual vacation period will be between January 1st and December 31st of a given year. Vacation preference shall be given to the employees on the basis of Company seniority within the departmental group for vacation earned as per the CKY-TV vacation schedule.
- 48.4** Vacation reference shall be submitted on a “Vacation Request Sheet” noting the first vacation time period preference which shall be scheduled as per Article **48**.

Should the Company be unable to grant the first vacation period preference, the employee shall note a second and third preference for vacation on their Vacation Request Sheet.

Vacation applications will be limited to four (4) consecutive weeks at a time, for each period requested.

Where more than one time period is requested, (vacation time earned is split) second and third choices may be noted on the "Vacation Request Sheet", and shall be scheduled as per Article 48.

- 48.5** Employee vacation requests will be submitted in writing prior to November 1st for vacation period January 1st to June 30th, and prior to May 1st for vacation period July 1st to December 31st. The Company will post by November 30th the holiday schedule for January 1st to June 30th and will post by May 30th the holiday schedule for July 1st to December 31st. Changes to the holiday schedule will be made only with the mutual consent of both the Company and the employee.
- 48.6** Annual vacation must be taken by the employee, **in the year in which it is granted**, however, an employee will be allowed to defer one (1) week annual vacation in any one (1) year **until April 30th of the following year**.
- 48.7** In the event that an employee desires to apply for leave without pay in conjunction with their annual vacation it must be done within the time limits set forth for normal vacations and will be granted at the discretion of the Department Head and/or General Manager.
- 48.8** Employees whose vacation commences on a Monday shall, in the previous week, have the Saturday and Sunday off.
- 48.9** No employee of the **News Operations Department**, full-time and part-time, may take vacation or banked time off during the Fall BBM Survey Period. Anchors, Reporters, Videojournalists and Producers may not take vacation during the Spring BBM Survey Period. Subject to the requirements and efficiencies of the **News Operations Department**, the News Director may grant written requests from employees of the **News Operations Department** made to the News Director for vacation or banked time during those Survey Periods so long as the requested time off does not interfere with the **News Operations Department** putting forth the best possible on-air newscast during those Survey Periods. **Audio, technical directors, studio switcher, camera and floor directors, feed & play, studio camera, and graphics are excluded from the rating's black out periods.**

ARTICLE 49
Statutory Holidays

49.1 Employees will be eligible to receive nine statutory holidays, which are the following:

New Year's Day (January 1st)
Good Friday (Friday before Easter)
Victoria Day (Monday on or before May 24)
Canada Day (July 1st)
Civic Holiday (First Monday in August)
Labour Day (First Monday in September)
Thanksgiving Day (Second Monday in October)
Christmas Day (December 25)
Boxing Day (December 26)

In addition to these days, employees are eligible to receive two Personal Floater Days that employees can take at any time during the year before December 31st of each year.

The Floating Holidays set out in Article 49.1 shall be taken at a time that is mutually agreed between the employee and the Company. Both the Company and the Employee agree that floating days must be taken during the vacation (calendar) year. Employees with less than one year of company service will earn float days as follows: Employees working 9 to 12 months in a vacation (calendar) year will receive 2 Floating Holidays, Employees working 3 to 9 months in a vacation (calendar) year will receive 1 Floating Holiday, Employees working less than 3 months in a vacation (calendar) year will not receive a Floating Holiday.

49.2 Effective January 1, 2014, paid holidays will be in accordance with the Letter of Agreement – Bell Harmonization, Paid Holidays (attached).

49.3 The actual day of the holiday shall be deemed to be the holiday for pay purposes for any employees working on those dates.

49.4 If a holiday falls on a scheduled work day and the employee is not required to work they shall receive their normal basic pay for such day at the straight time rate.

49.5 If the holiday falls on a scheduled work day and the employee is required to work, they shall receive two and one-half (2 ½) times their basic rate (which amount shall include their basic rate) with a minimum credit of eight (8) hours and where applicable, the hours worked and/or credited shall be subject to any or all provisions of Article 40.1 and 40.3.

49.6 If the holiday falls on a scheduled day off they shall, at the employee's option, receive either one (1) additional day's pay for that week, or add one (1) day to their annual leave or be given one (1) day off with pay at a mutually agreeable time.

- 49.7** If the holiday falls on a scheduled day off and an employee is required to work, they shall receive three (3) times their basic rate. Where applicable, the hours worked shall be subject to any provisions of Article 40.1.
- 49.8** A tour of duty beginning on the eve of a holiday and continuing into the holiday shall not be considered as work performed on the holiday, and a tour of duty beginning on the holiday and continuing into the day following shall be considered as work performed on the holiday.

RECAP shows full application of all wage provisions as applied to the article in question (as computed for payment). Recap does not show the application of Article 40.3. The intent is that where more than one premium is applied to the same hours, the applicable rate shall not exceed a maximum of three (3) times the basis hourly rate.

HOURS WORKED /CREDITED	Article 49.4	Article 49.5	Article 49.7
0 - 8	8 hrs basic	2½ x basic	3 x basic
8 - 12	-----	3 x basic	3 x basic
Over 12	-----	3 x basic	3 x basic

- 49.9** With respect to Article 49.5 and 49.7 an employee at their own option, shall be permitted to add one (1) day to their annual leave or be given one (1) day off with pay at a mutually agreeable time. The employee shall indicate their option on their weekly time sheet for such holiday. The election of this option shall result in a reduction of wages, in an amount equal to eight (8) hours (normal tour) times the basic rate, from the holiday payment earned in accordance with Article 49.5 or 49.7.

ARTICLE 50

Scheduling of Christmas and New Year's Holidays

- 50.1** Before December 1st of each year the Company will ascertain the preference of the employees and endeavour to take them into account regarding the scheduling of Christmas and New Year's holidays. No penalty payment for encroachment will be made if either of the said two (2) days are worked at the request of the employee concerned.
- 50.2** Preferences shall be taken on the basis of Company seniority within the position.
- 50.3** Such scheduling shall not be the subject of a grievance.

ARTICLE 51
Medical and Group Insurance Coverage

51.1 The Company agrees to review with the Union, prior to its implementation, any change in the level of benefits provided to employees covered by this Agreement under the following:

The health, life and accident insurance coverage under the Omniflex Benefits Program.

51.2 **Health Care benefits, Short term and Long-Term Disability Benefits in accordance with Omniflex Plan an Group Benefit Plan, instituted January 1st, 2014.**

51.3 Unless required by Federal or Provincial Legislation, the Company agrees not to change, modify or vary the abovementioned plan now in effect insofar as it affects employees in the bargaining unit without prior consultation with the Union. Furthermore, the Company agrees not to reduce the benefits contained therein without prior consultation with the Union.

ARTICLE 52
Pension

52.1 The Company agrees not to change, modify or vary the Company's Pension Plan now in effect insofar as it affects employees in the bargaining unit without prior consultation with the Union.

52.2 Defined Contribution Pension Plan:

Different contribution combinations (as a % of pensionable earnings):

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

Bell Media employees will become participants of the Bell Defined Contribution Pension Plan and will cease to participate in their former DC or DB pension plans.

All new employees hired after January 1, 2014, will participate in the DC Pension Plan after completing a term of employment of three (3) months.

Employees can change the contribution percentage or stop the contributions at any time.

Employee and company contributions, as well as any investment returns, are immediately vested. This means that the employee owns them upon termination, retirement or death.

While remaining an employee of the company, the employee DC account is locked-in. This means that it cannot be withdrawn in cash.

ARTICLE 53

Sick Leave (Short term and Long term Disability)

- 53.1** In cases of absence due to injury or illness, the employee is eligible for sick leave with pay subject to the provisions of the Company Group Insurance Plan referred to in Article 51.
- (a) When taken ill, the employee shall, where reasonably possible, notify their immediate supervisor at least two (2) hours before their shift commences.
 - (b) The employee shall offer proof of their illness, if requested to do so by the Company. Where proof of illness is requested by the Company, the cost of providing such proof shall be reimbursed by the Company.
 - (c) Sick Leave is not to be construed as vacation time.

ARTICLE 54

Compassionate Leave

- 54.1** When an employee is permitted to be absent from work in order to cope with domestic contingencies or unforeseen emergencies that affect them or their immediate family, the Company, at its discretion may grant special leave with pay for part or all of such absence. When travelling time is required, up to two (2) additional days with pay shall be granted.
- 54.2** Bereavement leave with pay shall be granted when an employee is required to be absent due to death in the employee's immediate family, in accordance with the following:

Five days for mother, father (including step-parents), spouse (including common-law relationships of one year or more) or child, legal guardian, brother, sister.

Three days for mother-in-law, father-in-law, grandparent, grandchild, any relative permanently residing in the employee's residence or with whom the employee resides.

One day for brother-in-law, sister-in-law, grandparent-in-law, aunt or uncle.

In-laws shall include common-law relationships of one year or more.

Such leave will be for the number of scheduled working days as outlined above which fall within the period immediately following the day on which the death occurred. Where the funeral service does not occur within the specified days immediately following the relation's death, the employee may use one day out of the specified days to attend the funeral.

Such entitlement shall not apply when an employee is on a leave of absence or on sick leave or on vacation.

An additional leave of up to two (2) days may be granted for travel at management discretion.

ARTICLE 55

Jury Duty

55.1 An employee who is called to serve as a juror or a witness shall be compensated for the difference between the payment received for such jury or witness duty and the payment they would have received at their basic hourly rate, and shall be payable only if the employee:

- (a) gives the Company immediate notice of such jury duty call or subpoena as a witness;
- (b) obtains from the Clerk of the Court and presents to the Company, a written statement specifying the precise days and hours served on the jury or as a witness, and the exact amount of money the employee received for such service.

An employee serving on a jury or obeying a subpoena will not be scheduled to work evenings or weekends during such service except by mutual agreement.

ARTICLE 56

Outside Activities

56.1 Full time employees shall not engage in any activity or work or provide any service that is similar in nature to the business of CKY-TV or in any way competitive with the business of CKY-TV. Full time employees must receive their manager's prior written consent before engaging in any activity or work or providing any service that may be similar in nature to the business of CKY-TV or in any way competitive with the business of CKY-TV.

56.2 Employees shall not engage in any activity or work or provide any service that may adversely affect the public image or reputation of CKY-TV.

ARTICLE 57
ENG/EFP Operation

57.1 It is recognized that certain assignments involving ENG/EFP equipment may require a crew consisting of more than one person depending upon the amount of auxiliary equipment required, accessibility of the assignment and the time factors involved. Having regard for the circumstances in each case, the Company will, where it deems it appropriate to do so, allocate more than one person to a particular assignment involving ENG/EFP equipment.

ARTICLE 58
Leave for Employees With Child Care Responsibilities

58.1 Employees whose spouse has either given birth or adopted a baby, shall be entitled to two days of paid leave, to be taken any time within the first two months of the baby's birth or adoption. Employees shall provide the Company with one month's notice wherever practicable.

58.1.1 Maternity / Adoption Leave

Maternity Leave:

- **Maternity (17 weeks)/ Parental (37 weeks, max 52 weeks for both)**
- **Eligible for income replacement for Maternity/Parental leaves**
- **Supplemental Allowance Plan (up to 17 weeks for Maternity or up to 12 weeks Parental)**
- **Benefits plus EI replace 67% of the basic rate of pay**

Adoption Leave:

- **Adoption (up to 52 weeks per couple)**
- **Eligible for income replacement for Adoption leaves**
- **Supplemental Allowance Plan (up to 12 weeks for Adoption)**
- **Benefits plus EI replace 67% of the basic rate of pay**

58.2 During the period of Maternity/Child Care Leave, the company shall continue to make payments on behalf of the employee to any pension, medical or other plan beneficial to the employee in the same manner as if the employee were not absent.

58.3 An employee who is reinstated under this section shall be entitled to all increments to wages and benefits in the same manner as if the employee were not absent.

ARTICLE 59
Company Vehicles

- 59.1** The Company will maintain adequate liability insurance on vehicles owned or leased by the Company when it requires an employee to drive such vehicle.
- 59.2** The Company has the right to purchase and review driver abstracts of any employees required to drive Company vehicles and to require employees to complete a driver training course chosen by the Company. Where the Company requires an employee to complete a driver training course chosen by the Company, the employee shall be granted leave with pay to take the course and the Company shall bear the full cost of the course. Employees required to drive Company vehicles shall provide any and all consent necessary for the Company to obtain such driver abstracts, provide to the Company proof of a valid driver's license annually and immediately report to Management all incidents of suspended licenses.

ARTICLE 60
Duration of Agreement


- 60.1** This Agreement shall come into effect on June 10, **2018** and shall remain in force for a period of three (3) years until June 9, **2021** and from year to year thereafter, unless either party notifies the other by registered mail, not more than ninety (90) days and not less than thirty (30) days prior to the date of expiry, or anniversary of such date, of its intent to modify 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 lawful strike or lockout is executed pursuant to the provisions of the Canada Labour Code, whichever first occurs.

In witness whereof, the parties hereto have caused this agreement to be executed by their duly authorized representatives on the 6th day of May, 2019.

UNIFOR




Ken Stuart



Kim Eng



Katherine Dow



Glenn Pismenny

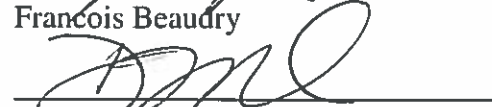


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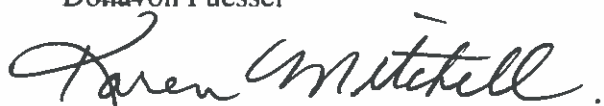
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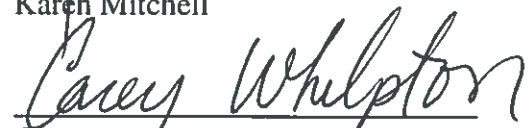
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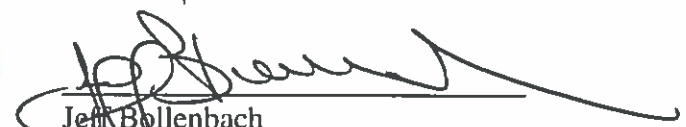
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Karen Mitchell



Carey Whelpton



Jeff Bollenbach

Letter of Intent #1
Labour-Management Committee

Both the Company and the Union agree that, in the interest of maintaining the highest morale possible amongst the staff, and in doing so create a smooth functioning, efficient operation that works to the benefit of both the employees and management, a Labour Management Committee will be established.

This Committee shall comprise representatives of union and management and shall include as chairpersons, the President of the Local and the Company Designee as the Company's representative.

This Committee shall meet upon request by either party at mutually agreeable times within 14 days of request.

These meetings shall be held to discuss all matters that concern company and professional issues except those of negotiation of the agreement or those relating directly from a grievance arising from the agreement.

Minutes shall be kept of these meetings.

Letter of Intent #2
Education and Seminars

CKY-TV encourages its employees to expand their expertise in fields related to their present and future development.

An employee shall be granted leave with pay to take courses at the request of the Company. When such leave is granted the Company shall bear the full cost of the course.

On prior approval of the Company, an employee who successfully completes a course related to the Broadcast Industry shall be reimbursed for one hundred (100) percent of the tuition fees and course required books associated with said course.

It is understood if an employee received reimbursement for successfully completing said course, they shall remain on staff for at least one (1) year following completion of the course.

It is further understood that should the employee quit their job or should the employee be dismissed for just and sufficient cause:

- (a) prior to fulfilling the year after completing the course commitment, but after completing six months, they shall reimburse the Company for one half of the amount that the Company contributed to the course payment;

- (b) prior to fulfilling six months after completing the course they shall reimburse the Company for the total amount that the Company contributed to the course payment.

Letter of Intent #3
Professional Ethics

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

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

The employee prosecuted shall be allowed not to avail themselves of the above provisions. In which case, they shall assume their own defense, defray expenditures and be solely responsible for the judgment consequences.

Letter of Intent #4
Employment Equity

The Company and the Union support the principles and legislation pertaining to Employment Equity, recognize that special efforts are necessary to improve opportunities for women, aboriginal peoples, members of visible minorities and persons with disabilities in accordance with such legislation and agree that no provision of the Collective Agreement is intended to be an obstacle to Employment Equity.

Letter of Intent #5
Clothing Allowance For On-Air Reporters

Upon completion of their probationary period, full-time on-air reporters and videojournalists shall qualify for a clothing and dry cleaning allowance to the value of **\$1,300.00** per calendar year, part time videojournalists shall qualify for 50% of the allowance per calendar year and Anchors shall qualify for a clothing and dry cleaning allowance to the value of **\$1,800** per calendar year, payable on a prorated basis on each bi-weekly pay.

Notwithstanding the above provisions, the Company may, at its discretion, in lieu of payment, provide an equivalent amount of clothing to on-air reporters and anchors to wear on air under an

arrangement with an advertiser. In such case, the clothing allowance payment shall not apply except for weekend anchors who will receive 50% of the on-air report amount.

Letter of Intent #7
Personal Employment Contracts

The Company shall provide the Union with the signed offer of employment for all bargaining unit members within five (5) business days of the agreement being signed by the employee. This will come into effect upon ratification of this agreement.

Letter of Intent #8
Vehicle Maintenance

Employees will take monthly mileage readings and enter these into Bell’s AutoVision website.

All fluid levels should be checked on a monthly basis. Proper fluid levels, as instructed in the vehicle owner’s manual, must be maintained.

Employees must keep vehicle interiors and storage clean and organized.

Further maintenance as per Bell Fleet Policy.

Letter of Intent #9
Overtime

Whereas the application of Article 40.1 is impractical in its application and was raised by the Company as an issue.

Therefore the Union and the Company agree as follows:

1. The parties will meet within 6 months of the ratification of the agreement.
2. Objective of the meeting will be to come up with a mutually agreeable plan to address overtime assignments.
3. Outcome of the meeting needs to simplify and expedite the assignment process for overtime.

Letter of Agreement
Pay Cycle Harmonization

Effective January 1, 2014, the pay cycle will be harmonized by Bell Media where employees will be paid biweekly one week in arrears by direct deposit. To facilitate this change, employees will have the option in the preceding five (5) pay periods to deduct one (1) day per pay period. As an alternative to the deduction, employees can indicate in writing that they wish the extra pay

to be deducted from their accumulated Banked Time.

Letter of Agreement
Anti-Harassment

It is the policy of the Company and the Union that all employees shall be treated with respect and dignity within the work place. Harassment of any kind will not be tolerated.

Workplace Harassment: Workplace harassment is any offensive, hurtful or malicious comment/conduct by an employee towards another employee that is known or ought reasonably to be known to be unwelcome.

Harassment is any behaviour which is perceived by an employee to deny them their self esteem dignity or respect and is found to be offensive, embarrassing and humiliating. It may be verbal, physical, deliberate, unsolicited and may be one incident or a series of incidents. It may include:

- (a) verbal abuse, abusive language or threats;
- (b) unwelcome remarks, jokes and innuendos 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. A Union officer acting in good faith on behalf of a member of the union.

If Harassed:

If you believe that you are being harassed, you should not assume that the problem will go away by itself. You should not assume that the harassment has to be endured because of possible retaliation; nor should you feel guilty or embarrassed. The following steps should be followed:

1. Make your disapproval immediately known to the harasser.
2. Keep a written record of dates/times, the nature of the behaviour and any witnesses to the harassment.

3. If you do not want to deal directly with the harasser or if the harassment continues, you may verbally bring the complaint to the attention of a manager or Human Resources for assistance.

Note: Complaints must be filed within six months of the last alleged incident.

4. If the complaint is not resolved at #3, a written and signed complaint may be filed with Human Resources.
5. Human Resources will advise the alleged harasser of the complaint within five working days and provide a copy of the complaint. You will be informed of this action. Note: If the alleged harasser is a member of a union, he/she may elect to have union representation at any time.
6. The alleged harasser may forward a written reply to Human Resources within five working days.
7. Both the complainant and the alleged harasser will discuss the complaint with only the persons involved in the investigation.

The Manager:

1. It is the responsibility of each manager to ensure that harassment does not occur in his/her department. It is also the manager's responsibility to protect employees from retaliation due to a complaint.
2. Upon receipt of the complaint, the manager will immediately meet with Human Resources to discuss the complaint.
3. The Manager will refrain from discussing the complaint beyond those involved in the investigation.
4. Management has the continuing responsibility to stop any harassment that occurs in the workplace irrespective of a complaint.

The Complaint Resolution Process:

Upon receipt of the complaint, Human Resources must:

1. Interview the complainant and the alleged harasser not later than five days after the alleged harasser's written response to the complaint.
2. Interview any witnesses and document accurately information related to the complaint.

- 3. A recommendation will be reached by Human Resources in consultation with the manager (if he/she is not the harasser). The parties will be informed of any decision or plan of action.
- 4. All information will be kept confidential and will not be placed on the complainant’s file.
- 5. An employee may file a grievance or a Human Rights complaint with the Canadian Human Rights Commission, but it is generally expected that an employee will only pursue this direction should the internal investigation process not be resolved to the complainant’s satisfaction.

Letter of Agreement
Part Time Vacation Pay-Ratings Periods

Notwithstanding Article 48.10, part time employees may be eligible to receive vacation pay during ratings periods. In order to qualify for vacation pay during Spring and Fall BBM survey periods, part time employees must submit their availability for the survey period two weeks before the start of ratings. Part time employees must be available during the scheduling period in order to qualify for vacation pay and any changes to availability may disqualify them. Any requests for vacation pay must be submitted at the end of the scheduling period. Any absence during this period, may disqualify the employee from receiving vacation pay and is at the discretion of the manager.

Drone Operation

It is the responsibility of the employer to provide the appropriate certification and training of employees operating airborne drone equipment.
In the event of a third party legal action against an employee in the bargaining unit pertaining to the operation of airborne drone equipment, the employer shall assume all liability for any damages awarded by a civil court of law for any employees in the bargaining unit that it authorizes to operate drone equipment during the course of the business day, provided that the employee was operating the equipment in a lawful and good faith manner and in compliance with the mandated restrictions. In the event that an employee is convicted of a criminal offence, the employer shall not assume any liability.

Domestic Violence

The Company agrees to recognize that sometimes employees face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For

that reason, the Company and Union agree when there is adequate verification from a recognized professional (i.e. medical doctor, registered counsellor) and employee who is in an abusive or violent situation will not be subject to discipline if work performance or absence can be linked to the abusive or violent situation.

Cross Promotion

The parties recognize that through its new and unique combination of television and radio stations Bell Media has a potential competitive advantage that is unmatched locally and should be taken advantage of through cross promotion. As such, it is agreed that nothing in the agreement shall prevent the Company from utilizing Talent from Bell Media Radio stations in Winnipeg for the purpose of producing and presenting unique interest segments for television.

Notwithstanding Article 24.1, the Company agrees that such work assignment shall not result in or directly avoid the hiring of a bargaining unit employee, or directly result in a layoff, or avoid a recall from layoff.

Part-Time Employee Re: Black Out Period

The Company and Union recognize that there is a practice in place where part-time employees do declare themselves not available at certain periods.

The Company and Union acknowledge there is no language in the collective agreement allowing this practice, however both parties understand the need to define this practice.

To facilitate the vacation scheduling process mainly for summer time and Christmas holiday period, the parties therefore agree as follows:

1. Part-time employees will not be able to declare themselves not available during the following periods called "blackout period".
 - a. From July 1 to August 31 (limit of 2 not available days per week to a maximum of 10 days, submitted to the Company by May 1st)
 - b. The week of December 25th
 - c. Once the schedules are posted
2. This letter of Agreement is made on a without prejudice and precedent basis and its application is limited to terms and conditions set out in this Letter of Agreement.

Letter outside of Collective Agreement
Re: Unifor Paid Education Leave

CTV Winnipeg agrees to donate to a special fund, \$1000.00 per year for the purpose of providing paid education leave for Bell Media employees. Unifor will manage this fund and will submit an annual report to the company of the investment made during the year. Such monies will be paid into a trust fund established by the National Union, Unifor and sent by the company to the following address:

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

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