

**COLLECTIVE AGREEMENT**

**BETWEEN**

**COGECO MEDIA ACQUISITIONS INC.**

**AND**

**UNIFOR, LOCAL 614 M**



**EXPIRES ON AUGUST 31<sup>st</sup>, 2021**

*10302 (07)*

**EDSC, TRAVAIL  
ESDC, LABOUR**

**JUL 25 2018**

**SFMC  
FMCS**

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## **INTRODUCTION**

It is the intent and purpose of this Agreement to recognize the community of interest between the parties in promoting co-operation between the Employer and its employees, consistent with the rights of both parties. To this end, the Union agrees that it will cooperate with the Employer in the observance of the provisions of this Agreement and of the Employer's regulations pertaining to employees, that it will assist the Employer and its supervisory personnel in bringing about a high level of efficiency on the part of all employees and to maintain at all times in its negotiations with the Employer and in its discussions with individual employees, the concept that each employee shall give a fair return of his/her services. The Employer agrees that it will not discriminate against any employee's participation in legal union activities and that it will, upon reasonable notification, permit free access to its premises by an accredited Union representative to enable him/her to observe whether the provisions of this Agreement are being complied with. If the visit involves entry into restricted areas, arrangements are to be made at the time when notification is given. The Agreement is therefore designed to set forth clearly the rates of pay, hours and conditions of employment to be observed between the parties.

## **ARTICLE 1 - INTENT**

- 1.1 The Employer recognizes the Union as the exclusive Bargaining Agent for all persons employed in the Unit certified by the Canada Labour Relations Board on July 10, 1995 and amended thereafter. See Appendix 1.
- 1.2 Whenever the Employer decides to modify or add a new job, classification and/or job description, it must advise the Union as soon as possible of its intention. Both parties will then bargain all applicable working conditions.

## **ARTICLE 2 - DEFINITIONS**

- 2.1 The term «employee», as used in this Agreement, shall mean any person, either male or female, employed in a classification included within the bargaining unit.
- 2.2 The terms «Company, Management, Employer», as used in this Agreement, shall mean Cogeco Media Acquisitions inc.
- 2.3 The term «unit», as used in this Agreement, shall mean the bargaining unit herein before defined.
- 2.4 Wherever the term «functional group» or «department» is used in this Agreement, it shall denote any of the following groups: content employees, technical employees and office employees.

- 2.5 Wherever the term «on-air personnel» is used in this Agreement, it shall denote persons employed in one of the following job classifications: announcer, announcer-operator, news reader, reporter, show producer, morning/drive show producer and traffic reporter.

Wherever the term «office personnel» is used in this Agreement, it shall denote persons employed in one of the following job classifications: Clerk, Copy Writer, Receptionist, Researcher, Traffic Coordinator, Promotions Coordinator, Web Editor and Social Media and Content Coordinator.

Wherever the term «technical personnel» is used in this Agreement, it shall denote persons employed in one of the following job classifications: Audio Producer, Board Operator, IT Support Technician, Remote Broadcast Technician and Technical Engineer.

- 2.6 All references to «days» in this Agreement are considered «calendar days» unless specified otherwise.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.1 The Union acknowledges that it is the exclusive function of the Employer to hire, promote, judge and evaluate personnel qualifications and employee performance, demote, transfer, reclassify and to discipline or discharge any employee, provided that a claim by an employee who has completed the probationary period that he/she has been treated in a manner inconsistent with any of the terms of this Agreement may be the subject of a grievance and dealt with as hereinafter provided.
- 3.2 The Union recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location, number and size of plants, the direction of the working forces, the organizational placement of function, the amount and type of supervision necessary, of machines and technical equipment, procedures and standards of operation, the content of programs, the right to decide on the number of employees needed by the Employer at any time, operating schedules and the selection, procurement, designing and engineering of equipment which may be incorporated into the Employer's plant, control over all operations, building, machinery, equipment and employees, are solely and exclusively the responsibility of the Employer.
- 3.3 It is understood and agreed that, in addition to the above, any and all of the rights, powers or authority the Employer had prior to the signing of this Agreement are retained by the Employer, except those specifically abridged, delegated, granted or modified by this Agreement.

## **ARTICLE 4 - UNION AND DUES**

- 4.1 During the term of this Agreement, the Employer agrees to deduct monthly from the salary of each employee in the bargaining unit, an amount equal to the uniform dues and assessments, as levied by the National Union, based on the gross monthly earning of every employee in the bargaining unit. The Union will notify the Employer at least 30 days in advance by registered mail of the rate to be deducted.
- 4.1.1 Gross monthly earning, for the purpose of calculation of union dues, includes all remuneration (i.e. basic pay, talent fees, above-scale payments or bonuses, vacation pay, public appearances fees). It does not include separation pay or non-cash benefits (i.e. group benefits, taxi or car allowances, travel allowances, clothing allowances) and payments under article 15.4.
- 4.2 The Employer agrees to remit the moneys so deducted by cheque payable in Canadian Funds to the nominee of the President of the Union not later than the fifteenth (15th) day of the following month. The Employer, when remitting such dues, shall name the employee from 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 Employer since the last payment.
- 4.3 Each year the Employer shall include on the T-4 and Relevé 1 slips issued to each employee, the total amount of dues deducted at source and forwarded to UNIFOR.
- 4.4 Present employees, who are members in good standing of the Union, and those who will become members in the future, shall remain members in good standing of the Union for the duration of the present Agreement or its renewal.
- 4.5 All future employees covered by the terms of the present Agreement shall be considered members of the Union on the first day of employment and remain members in good standing as long as they are employed. Employees reinstated in a Unit job after layoff, leave without pay, or filling of a job not included in the bargaining unit, shall resume their status as members in good standing of the Union on the day they were reinstated in the Unit.
- 4.6 A member in good standing is an employee who has paid his/her initiation fee and his/her dues.
- 4.7 The Union agrees to accept as members, employees who hold bargaining unit jobs. However, the Employer is not obliged to discharge or transfer an employee rejected or excluded from the Union. Nevertheless, such employee shall pay Union dues as a condition for maintaining employment.
- 4.8 The Employer agrees to let a Union representative hold, after authorization, an interview not lasting more than thirty (30) minutes with any new employee during working hours

and without loss in wages. The interview shall be conducted in the ten (10) days following hiring.

- 4.9 The Employer agrees that contractual employees shall be subject to the payment of the equivalent of Union dues as provided for in this article. However, such dues shall be limited to a maximum salary of one hundred and fifty thousand dollars (\$150,000).
- 4.10 The Employer will provide the Union with an office at no cost. The office is adequately equipped to meet the operational needs of the Union (table, desk, chair and lamp). A telephone jack, a telephone, the telephone use for local calls as well as Internet access is also available to the Union. However, the Union must bear the cost of any Internet provider.

## **ARTICLE 5 - RELATIONSHIPS**

- 5.1 The Union will not cause or permit its members to cause, nor will any member of the Union take part in any strike, either sit-down or stay-in, or any other kind of strike or any other kind of interference or any other stoppage, total or partial, on any of the Employer's operation anywhere in Canada during the term of this Agreement. The Employer will not cause, engage in or permit a lock-out of any employee in the bargaining unit.
- 5.2 The Employer recognizes the employee's right to refuse to go to any TV or radio station, transmitter, studio or property where a lock-out or strike of any person whose functions are similar to those covered by this Agreement is in progress. This provision excludes any such situation at 800 de la Gauchetière Street, suite 1100, Montreal, Quebec, H5A 1M1. If such situation should occur, the Employer will take the appropriate measures to ensure that any employee that is not involved in the labour conflict and must work has adequate security to enter and leave the building when necessary. The employee understands that he/she is responsible to be present at work during any labour dispute that may affect other employees working at the same location.
- 5.3 Nothing in this Agreement shall be deemed to prevent the Company from continuing to have non-employees participate in any Radio productions in an announcer capacity nor prevent Company staff excluded from the bargaining unit from participating in Radio productions in an announcer capacity as long as their participation does not result in the displacement or reduction of employees in the bargaining unit. Notwithstanding the foregoing, the Employer has the right to use the services of a Company if this Company agrees to pay union dues, although such utilization may result in a displacement or reduction of on-air announcers.

The individuals to whom this paragraph refers to, will not work for wages inferior to those provided for in the present collective agreement.

- 5.4 This Agreement shall not in any way amend any special arrangements for salary scales or working conditions more favorable to the employees that existed prior to the signing of this Agreement.
- 5.5 Employees who wish to do freelance work outside the Company may do so provided that the following applies:
- 5.5.1 The Employer acknowledges that employees are presently doing freelance work outside the Company and that the Company approves this work. The current practice will be maintained for the duration of this collective agreement. Prior approval in writing for such outside work must be obtained from Management if the nature of such freelance work is related to radio, television or motion picture industries including industrial, educational and closed circuit systems. Such approval will not be withheld unreasonably.
- 5.5.2 Such outside work must in no way impair his/her efficiency or availability.
- 5.6 The Employer agrees to the posting by the Union of announcements regarding elections, meetings, negotiation developments and the internal affairs of the Union.
- 5.7 Any new employee hired for a job covered by this collective agreement shall be presented with a copy of this agreement.
- 5.8 If an employee is prosecuted following acts performed in good faith and in the normal exercise of his/her 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 himself/herself of the above provisions. In which case, he/she shall assume his/her own defense, defray expenditures and be solely responsible for the judgment consequences.

- 5.9 It is prohibited for any employee or representative of the Company to engage in an act of harassment or discrimination towards an employee or a person employed by the company on the basis of the following factors: race, color, sex, age, nationality, ethnic origin, marital status, sexual orientation, deficiency, pardoned conviction, pregnancy, religion or belief system, political affiliation with a legitimate political party, or prevent the exercise of their rights applicable under the current collective agreement. The Company will not tolerate any hostile treatment of an employee who reveals a case of sexual or psychological harassment, a case of discrimination or violence or anyone who provides information regarding any such event. The parties agree to meet in order to review the

facts in the case of a known event and/or report of such by an alleged victim of discrimination or harassment in the workplace which conflicts with the Quebec Charter of human rights and freedoms or the Canadian Human Rights Act or even any Company policy on these matters.

## **ARTICLE 6 - HEALTH & SAFETY**

- 6.1 The parties agree to give proper attention to the health and safety of employees. To this end, there shall be a Safety Committee made up of Employer and employee's representatives.
- 6.2 The right to refuse dangerous work shall be exercised in accordance with Part II of the Canada Labour Code and Regulations.
- 6.3 The Employer shall give consideration to the capabilities of an employee for assignments involving climbing towers, ladders, etc.
- 6.4 The Employer and the employee will abide by the regulations of the Canada Labour Code Part II, especially for the work on electrical facilities and in noisy areas.
- 6.5 Video Display Terminal

The Employer will abide by *«La Loi sur la santé et la sécurité au travail»* concerning regular work on a VDT.

- 6.6 The Employer agrees to supply protective clothing and/or safety devices and will respect safety standards for employees on assignment (e.g. remotes from mobile units, towers, etc.), where required. 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 request. The Employer is obliged to have all protective clothing maintained in good repair and suitably cleaned as required.
- 6.7 Excepting in cases of employee's negligence, the Employer shall be required to pay appropriate compensation to employees whose wearing apparel is damaged in the performance of their duties. It is expected that employees will dress in an appropriate manner.
  - 6.7.1 When transportation is provided to employees by the Employer, the appropriate safety standards shall be observed.
- 6.8 On vehicles supplied to the employee by the Employer, the employee will be responsible for the cleanliness of the vehicle (at the Employer's time and expense) and to report operating faults to the appropriate supervisor.

- 6.8.1 The Employer shall not assign excessive hours of work to employees. All hours in excess of twelve (12) shall be considered excessive unless mutually agreed upon with the employee concerned.

## **ARTICLE 7 - WORK WEEK AND DAYS OFF**

- 7.1 Each fourteen (14) calendar day period shall contain seventy (70) working hours commencing on Monday at 05:30 hours.
- 7.1.1 There shall not be more than ten (10) consecutive working days per period. The days off will be given in one (1) block of four (4) consecutive days off or in two (2) separate blocks of two (2) consecutive days off but when an employee works ten (10) consecutive days, it must be followed with the four (4) consecutive days off.
- 7.1.2 The work week for office workers starts Monday and ends on Friday with two (2) days off consisting of Saturday and Sunday.
- 7.2 For the purpose of computation of overtime, any work that is broken through authorized absence (e.g. paid sick leave, paid compassionate leave, paid to attend grievance and negotiation meetings) shall be reduced by one (1) hour for each hour of absence.
- 7.3 Notwithstanding the provision of Articles 7.1, 8.2, 9.1, 22.10, 33.01 and any other article regarding daily or weekly hours of work, it is understood that any employee in the position of Promotions Coordinator, Web Editor and Social Media and Content Coordinator work eight (8) hours daily or forty (40) hours weekly. Overtime applies after working the equivalent of eight (8) hours in a day and forty (40) hours in a week.

Any other provision of the Collective Agreement covering work hours must be interpreted on the same basis.

## **ARTICLE 8 - WORK SCHEDULING**

- 8.1 There is a schedule to establish the employee's working time and days off. Each employee's schedule for any week regarding hours of work and days off shall be posted by 15:00 hours Wednesday of the week prior to the week in question.
- 8.2 All employees shall receive a daily work schedule of seven (7) hours.
- 8.2.1 Notwithstanding any provision to the contrary in the collective agreement, it is understood that the Employer could schedule any Part time employee on a schedule up to seven and one half (7½) hours or eight (8) hours a day, based on their regular working hours before the signing of the collective agreement. Should the seven and one half (7½) hour or eighth (8) hour be worked, the Part time employee will be paid at the regular rate.

8.3 Prior to going on leave of five (5) days or more, an employee shall be given a pre-arranged time to report back. This time, however, may be re-scheduled later, but not earlier than the pre-arranged time. However, the employee may contact the Employer on the day of his/her pre-arranged starting time or on the day before to determine whether any change has been made in the starting time.

8.3.1 If an employee cannot be reached and subsequently reports for work on his/her day off and the work has been canceled, he/she will be credited with four (4) hours at one and one-half (1½) times his/her basic rate and shall not be required to work and shall be released within the first hour.

#### 8.4 Turnaround

A turnaround period is the period of at least twelve (12) hours between the end of one Tour of duty and the commencement of the next Tour of duty. This turnaround period shall apply between any two (2) consecutive days of work. All the time worked which encroaches on the turn-around period of twelve (12) hours or days off, shall be paid for at an additional one-half (½) the basic hourly rate.

8.5 Every possible effort will be made to distribute weekends off evenly among full-time permanent employees in each job function.

#### 8.6 Days Off

A day off will be a period of twenty-four (24) hours. A turnaround period of twelve (12) hours will be added to any day off or block of days off.

8.7 Employees have the right to refuse a turn-around period of ten (10) hours or less.

8.8 «Tour of duty» or «Tour» means the authorized and/or approved time worked by an employee during a day, with a minimum credit of his/her daily work schedule calculated to the last two-tenths (2/10) of an hour in which work was performed. However, if the Tour extends beyond midnight (12:00 am), it shall be considered as falling wholly within the calendar day in which it started.

8.9 An employee who has a reason to absent himself/herself at the end of the scheduled Tour of duty shall notify his/her supervisor in the first hour of work or in his/her supervisor's first hour of work, and provided this is done, he/she will not be obliged to accept a modification to his/her scheduled Tour of duty for that day.

8.9.1 Full-time employees, who are called in to work for short periods of time between the end of a Tour and the beginning of the next, shall be paid for each such occasion a minimum of four (4) hours at the appropriate overtime rate.

Part-time employees who have completed a full shift, who are called in to work for short periods of time between the end of a Tour and the beginning of the next, shall be paid for each such occasion a minimum of four (4) hours at the appropriate overtime rate as provided for in the Agreement.

Employees, who are not scheduled for the day and are called in to work within six (6) hours of the start of the shift, shall be paid a minimum of four (4) hours at the applicable rate of pay.

8.9.2 Whenever an employee is absent or on authorised leave, it is the responsibility of the Employer to find a replacement for that employee.

8.10 Start and Stop Time-Notice of change of scheduled start and stop times shall be given not later than twenty-four (24) hours in advance of the day in question. No scheduling changes of start time and stop time will be made within this twenty-four (24) hour period without the consent of the employee concerned. If the employee agrees to the change, he/she shall be credited with all hours originally scheduled plus any additional hour. Copies of the daily schedules showing all changes will be provided to the union delegate upon request.

8.11 An employee's time sheet shall not be changed without notification to him/her when such change results in a reduction of the employee's claim.

The employee must turn in his/her time sheet according to payroll schedule; otherwise the hours shall be paid on the next pay period.

8.12 Split shift

No more than two (2) employees may be assigned at the same time to work on a split shift provided:

- a) The total hours worked in a split shift shall not exceed six (6) regular hours and shall be scheduled in a period which exceeds nine (9) consecutive hours.
- b) The time between the end of the first portion of the shift and the beginning of the second shall not be greater than six (6) hours. The turnaround period provided in clause 8.7 shall not apply to this non-work period.
- c) The regular turnaround period shall apply between the completion of the second portion of the shift and the beginning of the first portion of the shift on the following day.

8.13 Every effort will be made to distribute hours to part-time employees as fairly as possible, taking into consideration their competence, aptitudes, specialization and availability required for the tasks to be performed.

- 8.14 Notwithstanding provisions in the CBA pertaining to scheduling, a remote broadcast technician may be scheduled in a maximum of two (2) blocks, for a maximum of twelve (12) hours of work per day.
- 8.15 All part-time employees must be scheduled a minimum of three (3) hours on a given shift. The employee may be required to be temporarily assigned to another position or to other duties if the nature of the tasks to be performed does not cover the entire period of three (3) hours.

## **ARTICLE 9 - OVERTIME**

- 9.1 All the time worked in excess of a daily work schedule in one day, in excess of seventy (70) hours in a two (2) week period for any employee shall be calculated and paid according to the following schedule.  
In addition to the employee's basic rate:
- a) Add one-half ( $\frac{1}{2}$ ) time to the basic rate for all hours performed beyond the employee's daily work schedule;
  - b) Add one (1) time to the basic rate for all hours performed beyond twelve (12) hours per day for technical employees and beyond eleven and one-half ( $11\frac{1}{2}$ ) hours per day for office and on-air employees.
- 9.2 When an employee agrees to work on a day off, the employee shall be compensated as follows:
- 9.2.1 When an employee works four (4) hours or less on a day off, he/she shall be compensated at two (2) times the basic rate, with a minimum guaranteed credit of four (4) hours. When an employee works more than four (4) hours, he/she will be compensated at one and one-half ( $1\frac{1}{2}$ ) times the basic rate with a minimum guaranteed credit of his/her daily work schedule.
  - 9.2.2 All work performed beyond the daily work schedule on a day off shall be compensated as provided in Article 9.1.
- 9.3 If all employees in a job classification refuse to work overtime, the Employer will have the right to select a qualified replacement from within the bargaining unit. If there are no qualified replacements, the Employer may assign an employee from the original job classification, except for the employee who has already invoked Article 8.9.1.
- 9.4 The Employer shall make every effort to distribute evenly the overtime among employees in each job function.
- 9.5 A breakdown of all overtime hours shall be shown on all employees' pay stubs.

9.5.1 Vacation pay stubs shall include gross earnings, meaning salary (including previous' year vacation pay) plus overtime and above scale payments from September 1<sup>st</sup> to August 31<sup>st</sup>. Talent fees and bonuses are specifically excluded. These payments contain their vacation entitlement.

9.6 If an employee is required to work in excess of eighteen (18) consecutive hours, inclusive of meal periods, he/she shall receive the next day off with pay unless the next day is off.

9.7 Banking in lieu of time off

Subject to making his/her intentions known on the time sheet, an employee may request to accumulate time off in lieu of pay for overtime worked, work on a day off or work on a statutory holiday subject to the following:

- 1) Manager's approval (the practice of allowing accumulation of time off in lieu may vary within the Company subject to operational requirements);
- 2) Time off in lieu will be credited and banked at the rate equivalent to the overtime rate in effect at the time the credit was earned (e.g. one hour at time and one-half results in a credit of one and one-half hours; two hours at double time results in a credit of four hours);
- 3) If accumulated lieu time is not taken within the vacation year, the Company can pay the employee for the time accumulated;
- 4) Time off in lieu shall be scheduled in the same manner as vacation but will not interfere with vacation choice of any employee;
- 5) An employee may, at any time with fifteen (15) days notice, receive payment for any or all of his/her time off in lieu. Payment will be made in the overtime pay cheque for the period in which the request was made;
- 6) Days off in lieu must be taken and cashed in one-half (½) day increments.

9.8 When a technical engineer or Broadcast and IT technician is requested to be «on call» on any day off, compensation will be seven and one-half (7½) hours at twenty percent (20%) his/her regular rate for each such occasion. If a technical engineer or Broadband and IT Technician is called in to work, then Article 9 will apply.

## **ARTICLE 10 - MEAL PERIOD**

10.1 To all Tours of duty of five (5) hours or more, a first (1<sup>st</sup>) unpaid meal period of sixty (60) minutes will be scheduled, not earlier than the beginning of the fourth (4<sup>th</sup>) hour and completed no later than the end of the fifth (5<sup>th</sup>) hour.

- 10.2 If an employee is required to work more than six (6) hours after the end of the first meal required in Article 10.1, or more than two (2) hours after the end of the regular Tour of duty, whichever is earlier, employees will be assigned a second (2<sup>nd</sup>) unpaid, except for the meal allowance provided for at Article 10.3, meal period of thirty (30) minutes. Every additional six (6) hour period worked shall also be followed by a sixty (60) minute meal period.
- 10.3 In the event the Employer schedules the employee so a meal period cannot be taken, one (1) hour shall be added to the end of the shift as time worked.
- 10.4 An allowance of ten dollars (\$10) shall be paid to employees each time a meal period is taken other than the first.
- 10.5 The provisions of Article 10.1 and Article 11 do not apply to those technical employees assigned to continuous operations provided that their working period does not exceed seven (7) continuous hours or to on-air personnel whose working period does not exceed six and one-half (6½) continuous hours.

**ARTICLE 11 - BREAK PERIODS**

- 11.1 Employees will be entitled to two (2) fifteen (15) minute break periods during each regular Tour of duty.

**ARTICLE 12 - HOLIDAYS AND HOLIDAY PAY**

- 12.1 The following shall be paid holidays:

New Year's Day	Canada Day
January 2	Labor Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
La Fête Nationale	New Year's Eve

- 12.2 If the holiday falls on a regular working day and the employee is not required to work, he/she shall receive his/her normal basic pay for such day at the straight time rate.

- 12.3 a) For Full-time employees:

If the holiday falls on a regularly scheduled work day and the employee is required to work, he/she shall receive the payment for the holiday and time and one-half (1½) of his/her basic rate for all hours worked during such holiday. At the employee's request, he/she may be permitted to add one (1) day to his/her annual leave or be given one (1) day with pay at a mutually agreeable time in lieu of payment of the holiday (basic pay for the regular daily schedule). If he/she works beyond her scheduled hours of his/her daily work

schedule, he/she will be paid two and one-half (2½) times his/her basic rate for all hours worked exceeding his/her normal daily schedule.

b) For Part-time and temporary employees:

If the holiday falls on a regularly scheduled work day and the employee is required to work, he/she will be paid the holiday rate. If the Employer chooses to observe the holiday on another day and the part-time or temporary employee is required to work on the observed date, they will not be paid the holiday rate (as per 12.8).

- 12.4 If the holiday falls on a regularly scheduled day off or during his/her vacation and he/she is not required to work, the employee shall, at his/her option, receive either one (1) additional paid day for that week, or add one (1) day to his/her annual leave, or one (1) day off with pay.
- 12.5 If the holiday falls on a scheduled day off and the employee is required to work, he/she shall receive the applicable rate for that day plus one and one-half (1½) times his/her basic rate for all hours worked, with a minimum credit of his/her daily work schedule; or he/she shall at his/her option, receive the above remuneration reduced by one (1) time his/her basic rate for all hours worked up to all the scheduled hours of his/her daily work schedule and his/her full rate of remuneration thereafter, and within twelve (12) months of the holiday, shall be permitted to add one (1) day to his/her annual leave or one (1) day off with pay.
- 12.5.1 Days off may be separated and scheduled adjacent to holidays provided the holiday is considered a day off for the purposes of Article 12.1; subject to manager approval. Compensation should be according to Article 12.3.
- 12.6 Before December 1 of each year, the Employer will ascertain the preferences of the employees and shall take them into account regarding the scheduling of Christmas and New Year's holidays. Preferences shall be taken on the basis of Company seniority within the functional groups. In any case, each employee is entitled to obtain a Christmas or New Year's leave.
- 12.7 If seven (7) consecutive days off are scheduled, consisting of two (2) regular scheduled days off plus one (1) day in lieu of Christmas Day, one (1) day in lieu of Boxing Day, one (1) day in lieu of New Year's Eve Day, one (1) day in lieu of New Year's Day, and one (1) day in lieu of January 2nd, and these seven (7) days include either Christmas Day or New Year's Day, then Christmas Day, Boxing Day, New Year's Eve Day, New Year's Day and January 2<sup>nd</sup> will be considered as taken.
- 12.8 For part-time employees, statutory holidays and payment shall apply in the following provisions:
- (1) Part-time employees shall be paid one and one half (1½) times their basic hourly rate for all hours worked on a holiday with a minimum credit of four (4) hours at

regular time. Part-time and temporary employees are paid holiday rate if they work on the actual holiday, and not the date observed by the Employer.

- (2) In addition to paragraph (1) above, the Employer shall pay 4.6% of each regular hour worked for the regular holiday pay of part-time and temporary employees on their bi-weekly pay. When taking any holiday, the part-time or temporary employee receives no compensation.

### **ARTICLE 13 - ANNUAL VACATION**

13.1 In recognition of the special nature of the work in which employees in this bargaining unit are engaged, the employees shall be entitled to annual vacation or separation pay in lieu thereof, in accordance with the following table:

- (1) Seniority as of April 30 of each year;
- (2) Duration of vacation in working days;
- (3) Payment: percentage (%) of gross earnings since May 1<sup>st</sup>.

13.1.1 Permanent employees shall be entitled to:

- Less than 12 months: 5/6 day per month or 4%
- 12 months to 83 months inclusive: 20 days or 8%
- 84 months or more: 25 days or 10%

Part-time employees shall be entitled to:

- Less than 12 months: 5/6 day per month or 4%
- 12 months to 83 months inclusive: 4 weeks or 8%
- 84 months or more: 5 weeks or 10%

Temporary employees shall be entitled to the conditions provided in the Canadian Labour Code.

Note 1 At a percent of annual gross earnings as defined in article 9.5.1, calculated from September 1<sup>st</sup> to August 31<sup>st</sup>.

Note 2 Any person who received vacation credits in excess of those detailed above shall continue to receive such higher vacation credits.

13.2 Employees shall be entitled to take vacation leave and accumulated holidays consecutively, subject to the Company seniority provisions within each functional group and availability of other, more senior employees in other functional groups to perform the necessary work. If the employee has more than three (3) weeks holidays accumulated, he/she shall receive preference of selection on up to three (3) consecutive weeks in only one preferred vacation period per vacation year.

13.3 An employee's vacation may be reduced because of continuous absence from work (due to a layoff or leave of absence without pay) if such absence has lasted at least one (1) month,

except in the case of sick leave (Article 14.2). This reduction will be at the rate of 5/4, 5/3, 2 1/12 or 2½ days per month, depending on whether he would otherwise have been entitled to a vacation of fifteen (15), twenty (20) or twenty-five (25) days.

- 13.4.1 Vacations are accrued during the current year and must be taken before August 31<sup>st</sup>.
- 13.4.2 The reference year during which an employee accrues his/her vacation is from September 1<sup>st</sup> of one year through August 31<sup>st</sup> of the following year.
- 13.5 Vacation schedules shall be posted by April of each year.
- 13.6 a) The Employer reserves the right to restrict vacations for full-time on-air personnel, researchers and board operators assigned to the morning and drive show, during sixteen (16) defined weeks per year, said weeks are scheduled prior to July 1<sup>st</sup> of each year and the Employer shall also inform the union of the weeks once scheduled;
- b) Part-time on-air personnel, researchers and board operators, who have a regular scheduled shift for the morning and drive show shall be available for the weeks scheduled in accordance with paragraph 13.6 a).
- 13.7 In the event that an employee desires to apply for leave without pay as per Article 18 in conjunction with his/her annual leave, said employee shall obtain a waiver of Article 13.6 from the Union prior to making application for such leave. A copy of any such waiver is to be filed with the application, the said leave should not exceed one (1) year and the Employer should be advised in writing three (3) months before such leave.
- 13.8 Vacation time shall not be accumulated from one vacation year to the next. However, if as a result of a request by the Company, the employee is unable to take his/her scheduled vacation or the balance of his/her scheduled vacation within the vacation year, he/she shall be permitted to reschedule it in order that it be taken within the first six (6) weeks of the following vacation year. The Company may extend this period up to a further six (6) weeks.

## **ARTICLE 14 - SICK LEAVE**

### 14.1 Illness and Disability

The following shall apply in regard to disability or illness:

- a) An employee absent due to illness or disability shall inform a designated management member of his/her absence as soon as possible and the expected time he/she will report back to work.

- b) The Company may require an employee to immediately undergo a medical examination by his/her physician and to authorize his/her physician to discuss the employee's medical condition and test results with a physician selected by the Employer. This may be necessary in order to establish the state of health of an employee, as a safeguard for other members of staff, or to determine the cause of absenteeism. It is agreed that the Employer's physician will respect the medical confidentiality of the employee and will simply state in the report to the Employer whether the employee is well enough to return to work and/or will not affect the health of others or whether the absenteeism has cause. The Employer's physician will be advised, by the Company, of this restriction on Company access to employee medical information each time he/she is requested to give a report to the Company.

This paragraph is applicable under reserve of the terms and conditions of any insurance policy with respect to disability coverage.

- c) Disability Income obtained fraudulently shall be considered as sufficient grounds for discipline of an employee by the Employer.
- d) Inability to work because of pregnancy shall not be considered as illness; however, should illness occur as a result of pregnancy, then it shall be covered under Article 11. If a physician verified illness predates the commencement of maternity leave, then disability income applies until the illness is over as verified by a physician; if the illness post-dates the commencement of maternity leave, then no disability income will be paid until the maternity leave or child care leave applied for expires.

14.1.1 In cases of total disability and following the expiration of sick leave, the employee will be covered under the Long Term Disability Plan.

- 14.2 Absence because of illness or incapacity shall not interrupt an employee's vacation credits. An employee who, because of illness, does not achieve at least an amount of vacation pay equal to the number of weeks entitlement times his/her normal weekly salary, shall be guaranteed no less than this amount in any vacation year. The payment provided shall be at least equivalent to the current salary of the employee at the time of vacation pro-rated to the appropriate number of days. If the above percentage is greater than the regular salary, the percentage rate shall apply. For sickness that extends for more than one (1) calendar year, an employee will earn only one (1) year's vacation entitlement during such period of sickness. It is understood that an employee must either return to work or have his/her employment severed to receive such vacation entitlement. Therefore it is not possible for an employee to receive vacation pay while he/she is receiving sick leave pay.
- 14.3 Should an employee fall sick while on vacation and should this illness require hospitalization, sick leave will be paid if the employee has sick leave credits, and the unused days of vacation will be credited to the employee.

- 14.4.1 For those employees who are at the Company employ at the date of the signature of this agreement, their accumulated sick days bank is as listed in Letter of Agreement # 1, article 2. The accumulated sick days bank expires at retirement or departure of the employee and are deemed not payable.
- 14.4.2 a) Prospectively the Employer grants twelve (12) sick days per year (non-cumulative from one year to the next) to every full time permanent employee on staff, which the employee acquires at a rate of one (1) sick day per month starting September 1st. Beginning September 1st 2012, the employee may be reimbursed up to 50% of his/hers balance of unused sick days bank from September 1st to August 31st (the reference year for the accumulation and use of sick days) of the following year. The disbursement of the unused sick days bank is paid out to the employee during the following September. If the sick day bank is exhausted, the employee will apply for UIC under the Employer SUB plan until the time he/she is eligible for long-term disability.
- b) Effective on September 1<sup>st</sup> 2020, the Employer grants ten (10) sick days per year (non-cumulative from one year to the next) to every full time permanent employee on staff, which the employee acquires at a rate of one (1) sick day per month starting September 1st. The employee may be reimbursed up to 50% of his/hers balance of unused sick days bank from September 1<sup>st</sup> to August 31<sup>st</sup> (the reference year for the accumulation and use of sick days) of the following year. The disbursement of the unused sick days bank is paid out to the employee during the following month of October. If the sick day bank is exhausted, the employee will apply for UIC under the Employer SUB plan until the time he/she is eligible for long-term disability.
- 14.4.3 Any full time contractual employee who is in a position of an Announcer, Announcer-Operator, Traffic Reporter, Reporter, Morning/Drive Show Producer and News Reader, are entitled to the sick day grants but are not entitled to the reimbursement of his/her unused sick day bank as described in 14.4.2 above.
- 14.4.4 The Employer acknowledges an obligation to grant a method of sick leave benefit to part-time employees. The Employer herein agrees to grant seven (7) hours of sick leave for every one hundred and fifty (150) hours worked to a maximum of seventy (70) hours. If a part-time employee is absent owing to illness a sick benefit of one hundred per cent (100%) of the applicable rate will be payable.
- 14.4.5 Prospectively to the grants describe above (non-cumulative from one year to the next) to every part time employee on staff, the employee may be reimbursed up to 50% of his/hers balance of unused sick days bank from September 1<sup>st</sup> to August 31<sup>st</sup> (the reference year for the accumulation and use of sick days) of the following year. The disbursement of the unused sick days bank is paid out to the employee during the following month of October. A part time employee terminated or laid-off during their probationary period does not get paid any accrued sick leave grant
- 14.4.6 Any part time contractual employee who is in a position of an Announcer, Announcer-Operator, Traffic Reporter, Reporter, Morning/Drive Show Producer and News Reader,

are entitled to the sick day grants but are not entitled to the reimbursement of his/her unused sick day bank as described in 14.4.5 above.

- 14.4.7 The Employer may ask an employee to produce a doctor's certificate according to the provision of Article 14.1, when sickness exceeds three (3) consecutive days, which may be broken by days off or statutory holidays. In cases of repeated sick leave, the Employer reserves the right to require medical certification at any time.
- 14.5 The Employer shall, upon request from the employee, furnish all pertinent information concerning the status of the employee's sick leave (e.g. sick days used, sick leave credits remaining, etc.).

#### **ARTICLE 15 - MATERNITY, PARENTAL, ADOPTION AND PATERNITY LEAVE**

- 15.1 Eligibility: Every employee who is entitled shall be granted a leave of absence without pay from employment for any maternity, parental, adoption and paternity leave in accordance with the Quebec Parental Insurance Plan.
- 15.1.1 Maternity: Where an employee provides the Employer with a certificate of a qualified medical practitioner certifying that she is pregnant, that employee is entitled to and shall be granted a leave of absence from employment of up to eighteen (18) weeks, which leave may commence not earlier than sixteen (16) weeks prior to the estimated date of delivery. Following maternity leave, the Employee is then eligible for Parental leave, up to a maximum of 32 weeks, as per the provision of the QPIP.
- 15.1.2 Employees who have completed at least twelve (12) consecutive months of continuous employment with the Employer will be granted up to three (3) scheduled days of paid leave at the time of the birth of his/her child. The same paid leave is applicable when the employee adopts a child.
- 15.1.3 Male employees are entitled to five (5) weeks paternity leave as per the provisions of the QPIP.
- 15.2 Resumption of employment following a leave under this Article will be as follows:
- 15.2.1 Same position: The Employer shall, on the expiration of any such leave, reinstate the employee in the position that the employee occupied when the leave of absence from employment commenced.
- 15.2.2 Comparable position: Where for any valid reason the Employer cannot reinstate an employee in the position referred to in sub-paragraph 15.2.1, the Employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.

### 15.3 Right to Benefits and Seniority

Any employee with benefits, who takes or is required to take a leave of absence from employment under this Article, will be subject to the following:

- 15.3.1 If applicable, the pension, health and disability benefits and the seniority shall accumulate during the entire period of the leave.
  - 15.3.2 Where a monetary contribution is normally required of an employee for the employee to be entitled to a benefit referred to in sub-paragraph 15.3.1, the employee is responsible for and must pay that monetary contribution and remit to the Employer post-dated cheques or enter into an agreement with the Employer with respect to such payments prior to leaving.
  - 15.3.3 For the purposes of calculating benefits of an employee, other than benefits referred to in sub-paragraph 15.3.1, employment on the employee's return to work shall be deemed continuous with employment before his/her absence.
- 15.4 The Company recognizes the value of the training and experience that its employees possess. In the case where an employee chooses to take a maternity leave or an adoption leave, the Employer pays out an amount as a top up equal to the difference between the Quebec Parental Insurance Plan payment and the employee's regular pay upon the return of the employee to work to a maximum of \$1,500.
- If the employee is to be laid off during or at the end of her maternity leave, the top up is paid with the severance pay.
- 15.5 In addition to maternity leave, adoption leave and/or child care leave, the Employer may grant the employee up to an additional twenty-six (26) weeks of leave without pay to the employee who makes the request in writing at least four (4) weeks before taking such additional leave of absence. Total maternity leave, adoption leave, child care leave and leave without pay should not exceed fifty-two (52) weeks.

### **ARTICLE 16 - OTHER LEAVE**

- 16.1 Employees called to serve on juries or to obey a subpoena shall receive their regular salary less their jury or witness compensation provided that they shall return to work if released before 13:00 hours and further provided that employees shall not be required to work any Tour except the normal day shift Tour Monday to Friday inclusive during periods when serving on juries.
- 16.2 When an employee is required to be absent due to a death in his/her immediate family (e.g. legal guardian, spouse, common-law husband, common-law wife, father, mother, brother, sister or child), he/she will be granted compassionate leave of absence with pay of

up to three (3) scheduled days in normal circumstances.

Recognizing that there may be special circumstances, at the employee's request, the Employer will have the option of either granting an additional two (2) days with pay or re-scheduling the employee's days off without penalty, to provide a five (5) day compassionate leave period.

- 16.3 When an employee is required to be absent due to a death of mother-in-law or father-in-law, grandmother or grandfather, he/she will be granted compassionate leave of absence with pay of up to two (2) scheduled days.
- 16.4 Employees will obtain permission to absent themselves on short notice in the event of an unforeseen emergency. During such absence, the salary will be maintained for a duration left to the discretion of the Employer.
- 16.5 The Employer will consider requests for specified leave for emergencies (e.g. birth of a child, critical illness in the immediate family). However, payment for such leave will be at the sole discretion of the Employer.
- 16.6 Upon fifteen (15) days written notice, an employee is entitled to one (1) day off per year without loss of pay for moving purposes.
- 16.7 An employee may be absent from work, without pay, for ten (10) days per year to fulfill obligations relating to the care, health or education of the employee's child or the child of the employee's spouse, or because of the state of health of the employee's spouse, father, mother, brother, sister or one of the employee's grandparents.

The leave may be divided into days. A day may also be divided if the Employer consents thereto.

The employee must advise the Employer of his/her absence as soon as possible and take the reasonable steps within his/her power to limit the leave and the duration of the leave.

- 16.8 The employee who is a victim of domestic violence can take a leave from his/her work for up to twenty (20) working days per year when his/her absence is directly due to this situation, and when it is supported by a confidential written document submitted to the Human Resources Department. In such case, a written confirmation must be signed by a doctor, a social worker, a worker from a shelter for domestic abuse or by a lawyer. Also, the request can be supported by providing one or several signed police report(s). The employee who is victim of domestic violence has access to the Employee Assistance Program offered by the Employer. The parameters are displayed through the Public / M / Human Resources Directory which is accessible to all employees.

When the situation has been confirmed by using one of the aforementioned procedures, the Employer agrees with the employee on the payment terms, if necessary, that will apply to the leave of absence. Here are the options offered to the employee by the Employer: 1)

use carried-over Holiday banked days or banked hours; 2) use sick-leave days of the current year; 3) authorized leave of absence without pay.

It is understood that the absence of an employee who is victim of domestic violence will not be subject to a disciplinary action, upon written confirmation of this situation. Furthermore, the Employer will do every reasonable effort in its power to help the employee who is facing this issue.

## **ARTICLE 17 - LEAVE FOR UNION ACTIVITIES**

17.1 Upon request by the Union, the Employer will release without loss of pay or other benefits, two (2) employees named by the Union for negotiation meetings. The employees released with pay for the above purposes shall be paid at their basic rate only.

17.1.1 Upon request by the Union, the Employer shall release without loss of pay or other benefits, two (2) employees named by the Union, for a period of three (3) consecutive days for the purpose of pre-negotiation meetings.

17.2 An employee who wishes to submit a grievance or has submitted a grievance may be released with pay at his/her basic rate only with all other benefits in order to prepare for or meet with the Employer in steps 1 and 2 of the grievance procedure. An employee who represents the Union may also be released under the same conditions.

The time to be taken in the above, must be requested by the Union forty-eight (48) hours in advance and must subject to a mutual agreement between the Union and the Employer pertaining to the day and the amount of time to be granted. It is understood that neither party will abuse the time granted or requested.

17.3 Leave without pay will be granted for a reasonable period to any employee and/or any employee duly authorized to represent employees in order to:

17.3.1 Attend executive council meetings, labour conventions, congresses and the like. A request for such leave shall be submitted at least eleven (11) days in advance.

17.3.2 Attend meetings in order to prepare for and/or attend the arbitration hearings.

17.4 The Employer reserves the right to restrict any leave for on-air personnel during the major audience survey periods, unless it is for the grievance procedure as under the conditions in Article 17.2.

17.5 The Employer will release without pay any employee who has requested it, for a period of three (3) months to one (1) year, in order to be under the employ of the National Union. Such a leave may be renewable upon request.

17.5.1 The employee released shall:

- (1) continue to accumulate seniority up to a maximum of three (3) years;
- (2) upon request, maintain his/her benefits as per Article 18.5.2;
- (3) upon his/her return, be reinstated as per Articles 18.4, 18.4.1 and 18.4.2.

17.6 A Labour relation committee consisting of two (2) Local Union representatives, the National Union representative and one representative of the Employer should meet on a regular basis for all other aspects of the relationship between the two parties. The Local Union representatives will be released without loss of pay.

## **ARTICLE 18 - UNPAID LEAVE OF ABSENCE FOR PERSONAL REASONS**

18.1 Every employee who intends to take a leave of absence under this article must:

- 1) have at least five (5) years seniority,
- 2) not have taken a leave of absence for personal reasons within the last five (5) years,
- 3) not intend a leave that exceeds a period of one (1) year,
- 4) be a full time employee.

18.2 Prior Notice

Give at least three (3) months notice (unless there is a valid reason why such notice cannot be given) in writing to the Employer stating the reasons for the leave, the length of leave intended to be taken.

18.3 The Employer may refuse any such request if:

- 1) the reasons for the leave are in conflict with their regular operations;
- 2) there are more than two (2) employees of the same job description who apply for such a leave in the same period;
- 3) the employee intends to work for a direct competitor of the Employer.

18.4 Resumption of employment following a leave under this Article will be as follows:

18.4.1 The Employer shall, on the expiration of any such leave, reinstate the employee in the position that the employee occupied when the leave of absence from employment commenced.

18.4.2 Where for any valid reason the Employer cannot reinstate an employee in the position referred to in sub-paragraph 18.4.1, the Employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same location (CKBE).

18.5 Right to Benefits and Seniority

Any employee who takes or is required to take a leave of absence from employment under this Article will be subject to the following:

18.5.1 Seniority shall accumulate during the entire period of the leave.

18.5.2 Health benefits may be made available if the employee agrees to be responsible for and must pay the entire monetary contribution by remitting to the Employer post-dated cheques or entering into an agreement for such payment with the Employer prior to leaving.

#### 18.6 Differed leave

A full-time employee who meets the criteria of Articles 18.1, 18.2 and 18.3 can take a differed leave under the following conditions:

- 1) The employee will receive eighty percent (80%) of his/her salary for four (4) years;
- 2) The employee will receive eighty percent (80%) of his/her salary during the fifth (5<sup>th</sup>) year while on leave on a basis of continuance salary;
- 3) In order to maintain the health benefits, Article 18.5.2 shall apply;
- 4) The differed leave cannot exceed one (1) year and cannot be less than one (1) year.

The Employer has the right to limit the access to the differed leave to one (1) employee per year.

**ARTICLE 19 - GENERAL WAGE PROVISIONS**

19.1 Wage scales

ARTICLE 19.1 - Wage scales					
Position	Grade number	Date signature	Sept. 1st 2018	Sept. 1st 2019	Sept. 1st 2020
Announcer Announcer-operator	1	\$20,82	\$21,23	\$21,66	\$22,09
	2	\$21,55	\$21,98	\$22,42	\$22,86
	3	\$22,30	\$22,75	\$23,21	\$23,67
	4	\$23,08	\$23,54	\$24,02	\$24,50
	5	\$23,89	\$24,37	\$24,86	\$25,36
	6	\$24,72	\$25,22	\$25,72	\$26,24
Copywriter News Reader Reporter Traffic Reporter Traffic Coordinator Social Media and Content Coordinator (40 hours / week)	1	\$23,35	\$23,82	\$24,29	\$24,78
	2	\$24,16	\$24,64	\$25,14	\$25,64
	3	\$25,01	\$25,51	\$26,02	\$26,54
	4	\$25,88	\$26,40	\$26,93	\$27,47
	5	\$26,79	\$27,33	\$27,88	\$28,43
	6	\$27,73	\$28,28	\$28,85	\$29,42
	7	\$28,70	\$29,27	\$29,86	\$30,46
	8	\$29,70	\$30,30	\$30,90	\$31,52
	9	\$30,74	\$31,35	\$31,98	\$32,62
	10	\$31,82	\$32,45	\$33,10	\$33,76
Receptionist	1	\$19,59	\$19,98	\$20,38	\$20,79
	2	\$20,27	\$20,68	\$21,09	\$21,52
	3	\$20,99	\$21,41	\$21,84	\$22,28
	4	\$21,72	\$22,15	\$22,60	\$23,05
	3	\$22,48	\$22,93	\$23,39	\$23,85
	6	\$23,27	\$23,73	\$24,21	\$24,69
	7	\$24,09	\$24,57	\$25,06	\$25,56
	8	\$24,93	\$25,43	\$25,94	\$26,45
	9	\$25,80	\$26,32	\$26,84	\$27,38
	10	\$26,70	\$27,24	\$27,78	\$28,34
Board Operator Remote Broadcast Technician	1	\$18,54	\$18,91	\$19,29	\$19,68
	2	\$19,19	\$19,57	\$19,96	\$20,36
	3	\$19,86	\$20,26	\$20,67	\$21,08
	4	\$20,56	\$20,97	\$21,39	\$21,82
	5	\$21,28	\$21,70	\$22,14	\$22,58

	6	\$22,03	\$22,47	\$22,92	\$23,38
	7	\$22,80	\$23,25	\$23,72	\$24,19
	8	\$23,60	\$24,07	\$24,55	\$25,04
	9	\$24,42	\$24,90	\$25,40	\$25,91
	10	\$25,28	\$25,78	\$26,30	\$26,82
Clerk	1	\$15,46	\$15,77	\$16,08	\$16,40
Researcher	2	\$15,99	\$16,31	\$16,64	\$16,97
	3	\$16,55	\$16,88	\$17,22	\$17,57
	4	\$17,14	\$17,48	\$17,83	\$18,19
	5	\$17,73	\$18,09	\$18,45	\$18,82
	6	\$18,36	\$18,72	\$19,10	\$19,48
	7	\$18,99	\$19,37	\$19,76	\$20,16
	8	\$19,66	\$20,05	\$20,45	\$20,86
	9	\$20,35	\$20,75	\$21,17	\$21,59
	10	\$21,06	\$21,49	\$21,91	\$22,35
Audio Producer	1	\$24,71	\$25,21	\$25,71	\$26,23
Morning/Drive Show Producer	2	\$25,58	\$26,10	\$26,62	\$27,15
Show Producer	3	\$26,48	\$27,01	\$27,55	\$28,10
Broadcast and IT Technician	4	\$27,40	\$27,95	\$28,51	\$29,08
Technical Engineer	5	\$28,36	\$28,93	\$29,51	\$30,10
	6	\$29,36	\$29,94	\$30,54	\$31,15
	7	\$30,38	\$30,99	\$31,61	\$32,24
	8	\$31,45	\$32,08	\$32,72	\$33,37
	9	\$32,54	\$33,19	\$33,86	\$34,54
	10	\$33,68	\$34,36	\$35,04	\$35,74
Promotion Coordinator	1	\$16,83	\$17,17	\$17,51	\$17,86
Web Editor	2	\$17,43	\$17,77	\$18,13	\$18,49
(40 hours / week)	3	\$18,03	\$18,39	\$18,76	\$19,13
	4	\$18,67	\$19,04	\$19,42	\$19,81
	3	\$19,32	\$19,71	\$20,10	\$20,50
	6	\$19,99	\$20,39	\$20,79	\$21,21
	7	\$20,69	\$21,11	\$21,53	\$21,96
	8	\$21,41	\$21,84	\$22,28	\$22,72
	9	\$22,17	\$22,61	\$23,07	\$23,53
	10	\$22,94	\$23,40	\$23,87	\$24,34

19.2 Progression up the wage scales within each grade as defined in Article 19.1, for all full time employees, occurs when the employee has worked the equivalent of 1,820 regular hours, including holidays and annual vacation. For part time employees, progression up the wage scales within each grade as defined in Article 19.1 occurs when the employee has worked the equivalent of 1,200 regular hours, with a minimum of one year span since the last progression.

19.2.1 Any contractual increases shall be made retro-active to the start of the pay period if it falls during the first seven (7) days of that pay period and shall be effective at the start of the next pay period if it falls during the last seven (7) days of that pay period. In all other cases, the adjustment in salaries will be effective at the start of the pay period following that in which the change falls due.

19.2.2 Employees in progression within their wage scale receive the hourly rate stipulated in Article 19.1 and shall have their hourly rates adjusted on the date of the signature of the collective agreement, than on September 1<sup>st</sup>, 2018, 2019, and 2020 according to wage scale adjustments made on these dates. Employees who are above the new wage scales, excluding contractual employees, will get a wage increase on their base salary, as follows:

2.5% on the date of the signature of the collective agreement

2.0% on September 1<sup>st</sup> 2018

2.0% on September 1<sup>st</sup> 2019

2.0% on September 1<sup>st</sup> 2020

19.3 In case of promotion, the employee will move into the higher salary scale and in the process shall receive at least the equivalent of one (1) full increment in his/her former group, provided that this increment does not place him/her above the maximum of the new grade. He/she shall automatically progress upward within the salary schedule of his/her grade on the annual anniversary of his/her upgrading.

19.4 Payment of salary shall be on a bi-weekly basis, every second Thursday, by direct deposit.

19.4.1 Payment of overtime shall be made at the same time as the regular salary pay and shall cover the period covered by the salary pay cheque.

19.4.2 Time sheets for part-time and temporary employees must be submitted the Monday following the end of the two (2) week pay-period. Should employee submit the time sheet after this deadline, he/she will be paid on the following pay cycle.

19.5 A payment of a premium will be allocated to employees considered as senior employees in their department who are responsible for establishing the schedule for their group of employee. Such schedule has to be approved by the Employer. The premium is fifty dollars (\$50) per pay.

- 19.6 An employee scheduled by management to proceed with training of another employee, shall receive as a premium ten percent (10%) of his/her regular hourly rate for the hours scheduled as training.

## **ARTICLE 20 - ADDITIONAL ASSIGNMENT AND REMOTES AND FEES**

### 20.1 Additional Assignments

The Employer has the right to arrange a reasonable number of personal appearances by on-air personnel. These appearances shall be at no cost to the Employer provided that, if they are scheduled outside an on-air personnel's work day, such announcer or performer shall be paid for time spent at the overtime rate. The employee shall not be required to perform in a manner which he/she feels he/she is not capable.

### 20.2 Remotes

When a commercial program originates from a remote location during an on-air or technical employee's Tour of duty, no remote fee shall be payable. The announcer or announcer-operator shall receive a minimum amount of \$350 for all commercial remotes of four (4) hours. Should the remote be scheduled for a longer period, any additional time will be paid to the announcer or announcer-operator on a prorated basis of the amount agreed. No fees are payable for remotes designated as public service, promotional or charitable broadcasts. An announcer or announcer-operator may refuse a remote broadcast scheduled outside his/her Tour of duty.

- 20.3 The Employer agrees that no announcer will be required to add his/her name to a product or service without his/her prior consent.

### 20.4 Events requiring live non-broadcast announcement

Should the Employer require technical equipment and installation for live PA announcements for a promotional, community or client event, it is understood that the Remote Broadcasting Technician is scheduled for the initial set-up and will be paid an extra two (2) hours at regular time should any other person be tasked with the dismantling of said equipment.

## **ARTICLE 21 - SENIORITY**

- 21.1 Employee's seniority shall be deemed to have commenced on the day of hiring by the Employer and shall equal the total length of continuous service. It shall relate to the choice of vacation periods and vacation entitlement.

- 21.2 Applicable to on-air, technical and office employees

Unit seniority shall be measured by the total length of continuous service within the unit and shall relate to layoffs, recalls, promotions, transfers, reclassifications and wages.

21.3 Seniority shall not be established until the probationary period has been served but shall then count from the date of engagement.

21.4 Seniority shall be broken and cease to exist if:

- 1) The employee resigns.
- 2) The employee is terminated.
- 3) The employee is absent without authorization from work for five (5) consecutive working days or more.
- 4) The employee is absent beyond the time limit of an authorized sick leave or leave of absence or extension thereof.
- 5) The employee retires.
- 6) The employee is no longer eligible for recall.

21.5 Seniority will cease to accumulate:

21.5.1 During the part of a layoff which exceeds three (3) months.

21.6 Except during the probationary period, seniority shall be reported in whole months. An employee engaged or laid off between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) of the month inclusive shall be given credit for that month and an employee engaged between the sixteenth (16<sup>th</sup>) and the end of that month shall not be given credit for that month. In the case of layoff if two (2) or more employees have the same number of month for their seniority, then the actual date of hire shall determine their layoff order.

21.7 An employee leaving during his/her layoff notice period shall not see his/her service seniority interrupted with the Employer

21.8 For part-time employees, total gross earnings for their period of employment will be ranked least to most to determine the order of layoffs and recalls for part-time jobs.

## **ARTICLE 22 - LAYOFF**

22.1 Any employee terminated due to automation or to a reduction in the work force shall be considered as being laid off.

22.2 When layoff of employees are to be made, the Employer shall determine what jobs are to be left vacant or abolished and the number of employees to be laid off.

Where employees are to be laid off, in the case of office and technical employees, such layoffs shall proceed in inverse order of unit seniority within the job classification provided that no employees is to be displaced by an employee with more unit seniority

unless he/she can fulfill the normal functions of the job filled by the employee with less seniority.

An office or technical employee about to be laid off who can fulfill the normal functions of a non on-air position in another job classification may apply his/her unit seniority and transfer laterally or revert to another such job, provided he/she can fulfill the normal functions of that job.

22.3 The Employer must advise in writing both the Union and the employee to be laid off at least thirty (30) days in advance of the proposed layoff due to a lack of work or one hundred and twenty (120) days for automation (technological changes).

22.4 The Employer shall make every effort to place such employees on layoff elsewhere in the Employer's employ.

22.5 An employee laid off shall remain subject to recall based on the following:

Length of employment	Recall period
If less than one year	90 days
1 to 5 years	270 days
5 to 10 years	365 days

22.6 Should an employee be reclassified through bumping or recall to a job function other than the one held at the time of bumping or layoff, his/her rate will be the rate applicable to the new job that he/she is performing and shall be placed within the scale of this job according to his/her seniority.

Exception: a full-time employee with more than 5 years of seniority will see his/her salary reduced and frozen (red circled) at no less than half the difference between his/her old salary and the rate applicable to the new job. The employee whose salary is reduced and/or frozen shall continue to be paid his/her frozen rate until such time as the rate for the position that he/she occupies exceeds his/her reduced and frozen salary.

22.7 During the notice of the layoff period, at the written request of any employee thus affected, the Employer undertakes to give him/her reasonable free time, without loss of pay, to allow him/her to be interviewed for employment outside the services of the Employer.

22.8 Subsequent to layoff or reclassification due to a layoff, if a job vacancy occurs in the bargaining unit, the Company shall consider the laid off and reclassified employee for re-employment or reclassification in order of seniority with the occupational qualifications. The Company shall not be obliged to consider a laid off employee laid off for more than the number of days specified in Article 22.5. If a laid off employee accepts regular on-air employment for a direct competitor of CKBE, he/she shall not be considered for re-employment.

22.9 When vacancies occur elsewhere than on-air, the Employer agrees to recall or reclassify in order of unit seniority laid off or reclassified employees with the occupational qualifications for such vacancies.

22.9.1 An employee recalled or reclassified to his/her regular job or a job of same grade shall be paid the salary he/she was paid for that job at the time he/she was laid off or reclassified or the salary that may apply due to his/her accrued seniority.

22.9.2 The employee on the recall list who is recalled to work in his/her former position after layoff who does not confirm within forty-eight (48) hours of notification either verbally or in writing and does not report to work within two (2) weeks of such notification will be considered as having resigned.

The employee on the recall list who is recalled to work in any permanent position after layoff and cannot be contacted by phone or mail within one (1) week of the recall will lose his/her right to that recall only but will remain on the recall list.

22.9.3 An employee, who refuses recall in a job classification other than that held at the time of layoff, shall forfeit his/her recall right in that other job classification only.

22.10 An employee who is laid off must be recalled to fill a temporary vacancy for which the employee is qualified. Refusal to accept such a position will not forfeit the employee's right to be recalled at a later date. The employee will be contacted by phone and must indicate, for positions of less than seventy (70) hours total duration, at the time of the call if he/she will accept the position. If the position is for a duration of seventy (70) hours or more, the employee must indicate if he/she will accept the position within 48 hours.

22.10.1 Should an employee, who is still on the Employer's official callback list, be recalled for temporary employment in the same job grade held at the time of layoff, he/she will be recalled on a weekly basis and paid the basic salary received at time of layoff or the salary that may apply due to the wage increase, as per this Agreement in accordance with Article 19.2.2, but excluding the anniversary increments, whichever is greater, as well as receive all benefits of this Agreement.

22.10.2 Should an employee, who is still on the Employer's official recall list, be recalled for temporary employment to a job function other than the one held at the time of re-classification or layoff, his/her rate, subject to Article 22.6, will be the rate of this temporary job.

22.11 Should an employee be recalled for part-time employment in the same job grade as his/her job at time of layoff, he/she shall be paid one and one-half (1½) times his/her basic rate at the time of layoff for all hours worked in the day or one and one-half (1½) times his/her basic rate that may apply due to the wage increase, when applicable, in accordance with Article 19.2.2, but excluding the anniversary increments due to his/her accrued seniority.

22.11.1 Should an employee be recalled for part-time employment to a job function other than the one held at the time of re-classification or layoff or for which the salary

grade is lower, his/her rate shall, subject to Article 22.6, be the rate of this part-time position.

22.12 Except in the case where the employee is called in to replace an employee on sick leave, approved leave of absence or vacation, an employee who is called back and works continuously for eight (8) weeks, shall be considered as having been reinstated in his/her previous employment and may not be laid off again unless all pertinent clauses of the Agreement are applied. If the employee has been recalled for a job other than his/her own and this job become permanent, he/she still retains all recall rights for the job he/she held at the beginning of the layoff procedure.

22.13 For the Articles 22.6, 22.10.2 and 22.11.1, it is understood that for a job to be considered a job in a «different job function», the reclassification must exceed four (4) consecutive weeks and it cannot encompass any of the duties that the employee performed in the job he/she held at the time of layoff or reclassification (his/her former job). If an employee is required to perform any duty of his/her former job, he/she shall receive the salary of his/her former job for the full Tour of duty, as defined in Article 8.8. Further, if within the first four (4) weeks after his/her reclassification the employee returns to his/her former job on a permanent basis, he/she shall be paid the salary of his/her former job retroactively to the date of his/her reclassification.

22.14 Applicable for on-air personnel

It is understood and agreed that an on-air employee may have his/her employment terminated for reasons peculiar to the broadcasting industry, for example: changes in program policy, replacement by more appropriate or more talented personnel, etc. Before implementing decisions in connection with the prerogative referred to herein, the Employer will advise the employee prior to any action being taken of the pertinent facts affecting the employee's status. Subsequently, at the employee's request, a meeting between the Company, the employee and the union will be held to discuss the impact of the Employer's decision. Such meeting will only take place after the employee has had sufficient time to discuss the matter with the union; (maximum of forty-eight (48) hours after the first meeting with the Employer). It is agreed that failure by the Employer to follow this procedure shall render the Employer's decision null and void until such time as the procedure is followed.

In such cases, the full-time employee shall receive a separation allowance in accordance with Article 22.17 and the part-time employee shall receive a separation allowance in accordance with Article 22.15.

22.14.1 In the event of a format change or a re-branding, should an on-air personnel be offered part-time employment in the same job grade as his/her job at time of layoff and if the employee accepts such part-time employment, Article 22.11 will not apply.

22.15 Applicable for part-time personnel

22.15.1 A part-time employee, who has worked regularly for thirteen (13) consecutive weeks and whose employment is terminated, will be eligible for a separation allowance equivalent to one-eighth (1/8) of all hours worked during the fifty-two (52) weeks or less prior to termination. Their severance shall be paid out as a lump sum, not as a salary continuance.

22.15.2 After seven (7) years of continuous service, a part time employee is eligible for a separation allowance equivalent to one-six (1/6) of all hours worked during the fifty-two (52) weeks prior to termination. Such severance shall be paid out as a lump sum, not as a salary continuance.

22.15.3 A part time employee whose working hours are reduced to the point where they have two (2) shifts or less per week, may request to be terminated and receive a separation allowance. In such case the Employer also issues a Record of Employment and the Employer has no other obligation towards the employee following that termination.

22.16 An employee who is terminated but who remains employed with the Company in another capacity shall not be eligible for separation allowance.

22.17 Applicable for permanent full-time employees

An employee with one or more years of seniority who is laid off shall be entitled to severance pay on the basis of one (1) week of salary per year of uninterrupted service with the Employer. An employee with seven (7) or more years of continuous service shall receive severance pay at the rate of one (1) week of salary per six (6) months of such service. In no case shall severance pay be less than four (4) weeks of pay or more than a maximum of twenty-six (26) weeks of pay. At the employee's written request, severance pay shall be paid in a lump sum at the time of layoff. Employees accepting severance pay at the time of layoff shall not be subject to recall.

An employee who has not requested severance pay at the time of layoff and has not been recalled within the recall period shall receive severance pay as a lump sum in accordance with the above at the expiration of the recall period.

If, during the recall period, subject to article 22.9.2, an employee is offered a permanent position in the same or higher classification as his/her job at the time of layoff and refuses to accept, the severance pay rights will be forfeited.

22.18 If the employee leaves before the termination of his/her notice period, he/she shall be remunerated only for the time he/she remained in the service of the Employer, but he/she remains eligible for severance pay as provided herein.

## 22.19 Notice or in lieu of notice

Any employee, who has been continuously employed for at least three (3) months and whose employment is terminated for any reason, except gross misconduct or for a reason otherwise specified in this Agreement, shall be entitled to two (2) weeks of notice or pay in lieu of notice, such notice is the one foreseen in article 230 of the Canada Labor Code and is not added to the notice given under Article 22.3 of the collective agreement.

## **ARTICLE 23 - AUTOMATION**

- 23.1 Should the Employer introduce machinery or equipment which automates a process in a way as to affect the employee's job security or render an existing job classification redundant or create any significant alteration of the employee's working conditions, the Employer shall notify in writing the Union before implementation of such changes (failure to notify will not invalidate the process) and further, the Employer recognizes its obligation towards its employees by agreeing to the following conditions:
- 23.2 In case of future changes in the employee's working conditions or job security due to the introduction of automation or technological changes, the Employer agrees to set up a program of training, if needed, or retraining for the employees affected if needed and who continue to be employed with the Company, to enable them to become familiar with the operation or maintenance of the new equipment.
- 23.3 An employee who refuses training, retraining, as outlined in Article 23.2, for work in an equivalent or higher classification, forfeits his/her rights to the severance pay and such employee may be dismissed and such dismissal will be considered as having been done with good and sufficient reason.
- 23.4 Should a layoff be the result of such automation or technological changes, any employee thus affected shall be served the layoff notice as specified in Article 22.3 for full-time employees and Article 22.19 for part-time employees and shall also be eligible to layoff or severance pay.

## **ARTICLE 24 - JURISDICTION**

- 24.1 The Employer agrees not to assign to other persons duties normally performed by employees except with regard to the following, insofar as it does not result in the replacement or reduction of the bargaining unit employees, subject to Article 5.3:
- 24.1.1 Management personnel who may perform such duties insofar as they are not used to circumvent the provisions of this Agreement.
- 24.1.2 In the case of commercial productions and originations where the client supplies his/her own specialists.

24.1.3 The Employer shall have the right to sub-contract for goods and services provided that such sub-contracting is not done with the intention of circumventing the provisions of the Agreement, insofar as it does not result in the replacement or reduction of the bargaining unit employees. It is agreed that programming which is provided by clients over which the Company has no control and aired in time purchased by an independent third party (infomercials), or programming that is procured by the Company from an independent third party in which it exercises no control or has any input and is available to other broadcasters is not encompassed within the duties normally performed by employees, Article 24.1.

24.2 It is understood that the Employer has the right to use the services of a Company or an individual on a temporary basis for specific work, project or assignment in which an employee covered by this Collective Agreement does not have required qualifications or if the Employer does not have the required equipment to produce the said work. Should the Employer apply this provision to replace an absent employee, the services of a Company or an individual must not exceed the replacement period.

The given contract to a Company or an individual must not result in the termination or layoff of one or more employees of the position(s)/job(s) concerned, or prevent the recall of employees on the recall list who meet the standard requirements of the aforementioned position(s)/job(s).

24.3 The Employer may outsource or confide an individual from outside the Bargaining Unit the work of recording or producing of:

- 1) Original music for defining station imaging and imaging production;
- 2) Montages of music.

It is understood that these activities will not result in the termination or layoff of one or more employees, or reducing their hours of work of the position(s)/job(s) concerned, or prevent the recall of employees on the recall list.

24.4 The Employer may encourage an individual from inside or outside the Bargaining Unit to update content on the social media sites of the Station as well as the Station website, in accordance to the regulations of the Employer's Social Media Policy. This shall not be used to avoid assigning employees to special events to provide content for our various platforms.

24.5 It is agreed that the exceptional use of an individual, whether a member of the bargaining unit or not, is allowed to participate in a commercial production for the station without any additional remuneration.

24.6 All broadcast and on-line content is the property of the Employer and may be used at the Employer's discretion.

The Employer may transfer all proprietary commercial campaigns content to non-Cogeco Media Acquisitions Inc. radio stations, with the exception of national campaigns. Monetary compensation is awarded to the voice talent for the use of the commercial on any other station that doesn't belong to the Employer and its subsidiaries.

## **ARTICLE 25 - EMPLOYEES CATEGORIES**

25.1 Employees covered by this Agreement shall belong to one (1) of the following categories:

### 25.1.1 Permanent employees («Full time»)

A person who is hired to fill a permanent position and has completed his/her probationary period.

A probationary employee who is found unsuitable to fill the position, may be released at any time. In this case the grievance and arbitration procedure shall not apply.

The probationary period shall be three (3) months continuous and uninterrupted service but may be extended for an additional three (3) months upon written notice to the employee by the Employer.

The probationary period of employees hired as on-air personnel shall be one hundred and eighty (180) calendar days.

### 25.1.2 Temporary employee

A temporary employee is an employee hired for a specific purpose and for a limited time up to a maximum of nine (9) months unless mutually agreed between the Employer and the Union. The temporary employee is hired on a weekly basis, works up to a full week and shall be subject to all the provisions of this Agreement, excepting those pertaining to length of service and benefit plans. When a temporary employee becomes a full-time employee in the same job function and has served a minimum of six (6) months in that same function, it is understood that the employee will have served the probationary period and his/her seniority will be computed from the first (1<sup>st</sup>) date of hiring.

25.1.3 It is understood that the Employer will refrain from firing and/or re-hiring practices designed to extend the length of a temporary employee's service nor will Management use the services of a temporary employee or part-time employees to avoid filling a permanent full-time position.

#### 25.1.4 Part-time employee

An employee hired to work for variable periods of time from Monday to Sunday, which may be less than normal daily, weekly and/or bi-weekly hours of work. Such employees shall be paid on an hourly basis and shall be subject to the provisions of this Agreement, except for the provisions that specify otherwise. Furthermore, the following Articles will also not apply:

- 7
- 8.2
- 8.5
- 9.2
- 9.4
- 13.2 to 13.8
- 18
- 22.11
- 22.13
- 36, except 36.3

25.1.4.1 The Company will use its best effort to employ on a full-time basis rather than a part-time basis and use as few part-time employees in any one job classification as listed in the wages scales as possible. However it is agreed that the Company may employ any number of part-time employees in any one job classification as listed in the wage scales if scheduling requirements preclude the work being done by fewer part-time employees. It is further agreed that the use of part-time and temporary employees will not result in the reduction of the workforce nor for the express purpose of avoiding the payment of overtime for two (2) hours or less. This clause will not disadvantage any part-time employee currently on staff. Notwithstanding the above, the parties agree that there is no obligation on the Company to make any operator position full-time.

25.1.5 A part-time employee who becomes a full-time employee in the same job function shall be considered as having completed his/her probationary period if he/she has been regularly employed for a period of one (1) year.

#### 25.2 Contractual employees

The parties agree that an employee may be given the opportunity individually to negotiate a personal contract with the Company. Personal contracts and letters of Agreement shall not provide for salary and benefits that are less than those outlined in the present collective agreement.

### 25.3 Freelance personnel

A freelance is a contractual on-air person (as specified in Article 2.5) hired to fulfil a radio related function whose conditions are established following Article 25.2. This person is hired for a specific task and for a specific purpose and is not considered a regular or part-time employee.

### 25.4 Internships

«Placement student»: Placement students are defined as those, who as part of their studies curriculum, need to be placed for a specific term in a work place environment as part of an internship placement. While such students are not employees, they may be assigned to assist full-time employees in the bargaining unit provided that they do not perform any work function except under the direct supervision of the employee to whom they are assigned.

### 25.5 Temporary assignment

- a) The Employer may replace an employee absent from work for any reason provided under this collective agreement by temporarily assigning a full time, part time or temporary employee in another position to temporarily fill the vacancy. The designated employee can't refuse the temporary assignment if it's for a period less than four (4) consecutive weeks. The Employer designates the employee as follow:
- Offers the replacement by seniority to the employees that can perform the function. The most senior voluntary employee has priority on all other employees.
  - If no employee accepts, the Employer obliges the least senior employee that can perform the function to fill the temporary assignment.
  - If the assigned employee belongs to a wage scale above or equal to the replacement filled, he/she earns the same hourly rate of his/her usual position.
  - If the assigned employee belongs to a wage scale below the replacement filled, he/she then earns the immediate superior hourly rate which corresponds to the position's temporary assignment wage scale, with a minimum of \$2.00 per hour, whichever is greater.
  - The employee returns to his/her original permanent position when the temporary assignment is terminated.
  - If no candidate in the bargaining unit is retained, the vacancy may be filled by the hiring of a temporary employee or with a person from outside the unit.
  - The Employer will respect the employee's regular schedule unless impossible.
  - The Employer undertakes to provide training in order to develop and maintain the

skills of potential employees within the bargaining unit for such temporary assignment.

b) When the Employer temporarily assigns an employee to a position in which the maximum pay scale is below the maximum pay scale of the position which the employee presently exercises, the Employee shall suffer no loss of pay and does not lose any rights.

c) The hourly wage of the employee temporarily assigned to another job for more than a day is adjusted as follows: If an employee is temporarily assigned to a position in a pay grade above his/her own, his/her hourly wage is adjusted to the hourly wage immediately above his/hers in the new pay grade to the extent that he/she receives at least a 5% adjustment. If the level is below 5%, his/her salary is then adjusted to the next pay scale of the position where he/she is temporarily assigned.

d) Should the employee be temporarily assigned to a job within the same grade or a salary grade below his/hers, there is no adjustment.

#### **ARTICLE 26 - UPGRADING**

26.1 When an employee is scheduled or authorized to work in a higher grade than that to which he/she is regularly assigned, he/she shall be paid at the higher grade. Minimum credit shall be one (1) hour.

26.2 When an employee is upgraded expressly for training and under direct supervision for a maximum period of three (3) months, Article 26.1 shall not apply.

26.3 Upgrading shall not be used to avoid paying overtime to the employees of the same job classification.

#### **ARTICLE 27 - PERFORMANCE & DISCIPLINE**

27.1 Employees shall be advised in writing immediately of the content of any review, report or disciplinary measure which concerns them if such review or report is to be made part of the employee's file. He/she shall have the opportunity to reply and such reply shall also become part of his/her file. In the case of a disciplinary measure, the Union shall be provided with a copy.

27.2 The Employer will remove all adverse reports and disciplinary measures in the employee's file provided the same incident has not recurred and so inform him/her in writing as follows:

- a) At the end of twelve (12) months for a notice of reprimand.
- b) At the end of twelve (12) months for a suspension.

- 27.3 Except for probationary employees, when an employee's performance is unsatisfactory, the matter shall be discussed between the parties and further, the employee shall receive a letter outlining the Employer's concerns within two (2) week following the discussion. The Union shall receive a copy of any letter in such instances.
- 27.4 An employee shall have access to his/her employee file in the presence of a member of the Human Resources Department during its normal office hours.
- 27.5 The Employer will maintain the practice of an annual review of the performance of the employee, the result of which will be communicated to him/her during a personal interview.
- 27.6 No employee shall be suspended, discharged or otherwise disciplined without just cause.
- 27.7 Demotion cannot be used as a form of discipline.

#### **ARTICLE 28 - NOTFICATION TO THE UNION**

- 28.1 The Employer shall endeavor to immediately provide to the designated union representative one (1) copy of each of the following:
- 28.1.1 Notice of vacancy in any classification within the bargaining unit.
- 28.1.2
- a) Notice of any new employee hired or transferred, including his/her classification and starting salary upon hire or when required for a grievance procedure;
  - b) Annual notice of classification (job title), date of hire and new salary of the employees;
  - c) Annual notice of hours worked by temporary and part-time employees;
  - d) Advance notice of layoff;
  - e) List of employees who applied for a vacant position;
  - f) Employee seniority list as well as an update every six (6) months;
  - g) Changes to generic job descriptions;
  - h) A list of employees on recall;
  - i) All written requests for leave under provisions of Article 18.
- 28.1.3 Notice of dismissal, extension of probationary period, suspension or any disciplinary action affecting any employee within the bargaining unit.
- 28.1.4 Any notice pertaining to the application or agreed interpretation of this Agreement arising from a grievance meeting.

## **ARTICLE 29 - PROMOTION**

### 29.1 Definitions

a) Promotion means:

The assignment of an employee to a position with generally more responsibilities and/or with a higher grade.

b) Transfer means:

The assignment of an employee to a position within the same grade.

c) Demotion means:

The assignment of an employee to a position with generally fewer responsibilities and/or with a lower grade.

NOTE: The assignment is either temporary or permanent depending on the status of the position to be filled.

### 29.2 Posting Procedure

Whenever a new position is created or whenever a position becomes vacant which the Employer decides to fill, it proceeds to a posting according to the following procedure:

- a) Should the Employer decide not to fill or to abolish the position, it must notify the Union in writing within the said twenty (20) calendar day period.
- b) A notice of vacancy posting shall provide the following information:
  - 1) the position title;
  - 2) the department;
  - 3) the posting period;
  - 4) the status of the position (i.e.: permanent or temporary);
  - 5) a summary of the function;
  - 6) the sub-unit (i.e. technical or office);
  - 7) the qualifications and requirements for the position;
  - 8) the estimated starting date;
  - 9) the grade of the position to be filled.
- c) The posting appears at least on one (1) bulletin board accessible to all employees.
- d) Prior to the expiry date specified on the posting, notice of vacancies shall be posted for not less than seven (7) calendar days for permanent vacancies and two (2) calendar days for temporary vacancies for replacements exceeding three (3) weeks.

- e) The Union may, while the notice of vacancy is posted as provided for in the present article, submit names of employees at their specific request.
- f) The Employer shall advise the union and the successful candidate in writing.
- g) Where the successful candidate is an employee on an authorized leave of absence, the trial period starts on the first day the employee is back to work and commences in his/her new position.
- h) The Employer will provide the union with:
  - 1) a copy of the posting
  - 2) within seven (7) calendar days of the end of the posting period, the names of the employees who have applied.

### 29.3 Filling of vacancies

The position is filled by an applicant having the ability to perform the function as posted.

The Employer makes the selection based on the following factors:

- Qualifications and experience in relation with the requirements listed in the posting.
- When the above factors are equal between two (2) or more applicants, unit seniority will be the determining factor. In the case of part-time employees, for the application of this article, seniority will be based on continuous service.

29.4 If no candidate in the bargaining unit is retained, the vacancy may be filled from outside the unit.

29.5 The fact that an employee did not apply for or refused a position does not affect his/her right to apply for a position in the future.

### 29.6 Filling of a temporary vacancy by a permanent employee

When as a result of Articles 29.2 and 29.3, a temporary vacancy is filled by a permanent employee, the following shall apply:

- the employee keeps the same anniversary date;
- in the case of a promotion, the employee's bi-weekly rate of pay shall be set at the second year level of the applicable grade or, the employee shall receive an additional two dollars and fifty cents (\$2.50) per hour worked, whichever is lesser;
- the employee keeps his/her permanent status;
- the employee returns to his/her original permanent position when the temporary position is terminated.

- 29.7 Within the first three (3) months, at the employee's request, he/she may be returned to his/her former job if available or an equivalent position. In such cases, the employee reverts to his/her former salary and grade or to the salary and grade of such equivalent position.
- 29.8 The Employer agrees not to fill the vacancy (except as provided for in Article 29.7) before the expiration of the posting period provided for in Article 29.2.
- 29.9 **Transfer Outside of Bargaining Unit**
- No employee shall be transferred or assigned to a position outside the unit without his/her consent. No employee shall be penalized in any way for refusing to accept such transfer or assignment.
- 29.10 At the unsuccessful candidate's request, the Employer will provide him/her with the reasons as to why he/she was not chosen.
- 29.11 The Employer undertakes to provide training in order to develop and maintain the skills of employees within the bargaining unit.

## **ARTICLE 30 - JOB DESCRIPTION**

### 30.1 Job description

#### **ANNOUNCER**

This person is hired to host or co-host a show and to develop an entertaining program that incorporates current events and pop-culture reflecting the over-all tone and voice of the radio station. He/she can take phone calls from listeners and record segments of programming if required to do so. He/she may conduct studio and telephone interviews with guests and listeners. In collaboration with producers and co-hosts to generate interesting show topics, he/she will schedule guests and take part in social networking media that will create lively dialogue that engages the interests of the audience. The announcer may line up guests for his/her own show.

The announcer may be asked to update sections of the website and social media site of the radio station and the same of its business partners. He/she may be required to represent the station at industry and community functions and events. The announcer may be asked to participate in fundraising and promotional efforts as assigned.

#### **ANNOUNCER-OPERATOR**

In addition of hosting or co-hosting a show, the announcer-operator has also the responsibility to deliver on air his/her show and to operate the console and different equipment necessary in airing his/her show. He/she can take phone calls from listeners and record segments of programming if required to and may be required to coordinate and setup interview guests. The announcer-operator may be asked to update sections of the website and social media site of the radio station and the same of its business partners. He/she may be required to represent the station at industry and

community functions and events. The announcer-operator may be asked to participate in fundraising and promotional efforts as assigned. He/she is also responsible for all tasks covered under the descriptions of Board Operator.

### AUDIO PRODUCER

The audio producer operates the digital system of audio production as well as the interface with automated on-air systems in order to create promotional material or commercial production. The audio producer can be asked to participate in the conceptual aspect of the creation of commercials or station promotions with the program director, the creative director and/or the copy or promotion department. He/she organizes and guides the voice talent and is also responsible for the selection of the musical bed for production to ensure material fits in all manner of the station goals and overall tone. The audio producer may be required to provide digital copies of commercial or promotion materials to the radio station's clients or sales representatives for purposes of approval. The audio producer may be required to produce audio material for certain radio station promotional events. All material prepared by the Audio Producer can be used on radio, online and digital platforms.

### BOARD OPERATOR

The board operator operates the technical and computerized equipment for direct on-air broadcasting (or retransmitting) and ensures the proper working operation of technical or computerized equipment for transmitting the on-air content to the transmitters. The board operator also prepares, as needed, a log of problems encountered with the technical/computerized aspects of the on-air operations. The board operator could be asked to place calls for the on-air announcers/hosts or receive calls made to these same announcers/hosts. He/she may be asked to record voice track/audio elements into the automated on-air system during their on-air regular shift. The board operator is responsible for monitoring the commercial and content logs to ensure regulatory compliance.

### COPY WRITER

The copy writer prepares and creates commercials according to the specifications of the sales representatives and the clients. He/she creates promotional material for the station, translates already prepared text, and ensures that all material was received from the client, different advertising agencies or sales representatives. He/she is responsible for the coding of the commercials and ensures that they are recorded into the traffic system. He/she contacts or meets the client in order to obtain all necessary information (i.e. type of commercial, musical bed selection etc...). In conjunction with the audio producer, he/she prepares the demo, ensures approval of the final product by the client, makes any required corrections and makes certain that the length is respected and that the commercial is of the quality expected. Text created by the Copywriter can be used on radio, online and digital platforms.

### MORNING/DRIVE SHOW PRODUCER

The morning/drive show producer is involved in the preparation and hosting of the morning/drive show. He/she is responsible for lining up show topics and guests that will be used on-air. The morning/drive show producer may be required to update sections of the website and social media site of the radio station and the same of its business partners during the course of his/her shift.

He/she may prepare stories through the use of various resources including newspapers, internet and BURLI. The morning/drive show producer can go on-air if needed and can perform the functions of a board operator for the morning/drive show.

### NEWS READER

The news reader gathers and receives information, writes and edits the appropriate scripts for newscast copy according to the sources of information available to him/her, inserts the appropriate audio segment in the text, and may be called upon to do phone interviews with appropriate people to cover news stories. He/she may have to review the material with the program director/news director. Once completed, he/she is required to anchor the newscast from the news booth. He/she will do the recording without the help of a technician on the Company's equipment and may be required to update sections of the website and social media site of the radio station during the course of his/her shift.

Upon request from his/her manager, he/she may be asked to deliver on-air news bulletins, as well as weather reports, sports, business or any other news related information.

### PROMOTIONS COORDINATOR

The promotions coordinator helps execute station contests and promotions as decided by the head of the department. He/she could be requested to assist in the selection and contacting of contest winners as well as preparing prizeing. He/she could also be requested to coordinate on-site station events and promotions, including movie premieres, community events and live draws. He/she may also be asked to draft promo copy for announcers, newsletters and the Web, as well as, rules and regulations. He/she may be responsible for drafting proposals for business partners. The Promotions Coordinator is also responsible for updating the station website as well as social media sites.

### RECEPTIONIST

The receptionist greets any person who comes to the Reception area of the Employer. Follow through on their requests for information or a meeting; guide and direct visitors to concerned individuals or departments. He/she take note of any comments or complaints received from listeners and forward them to concerned individuals. He/she ensures telephone answering and greeting message for any person who contacts the Company. Gather and distribute messages in the two radio stations general number voice mailbox. Take and forward messages for employees. Answer, screen and direct calls, and follow up as required. He/she receives and sort incoming mail, and distributes it to concerned individuals. Stamp and classify outgoing mail destined for courier companies or Canada Post. At the request of any station, contact designated courier companies when required. Minimize the number of mailings to regional stations and third parties by grouping all mail requests daily.

He/she prepares reports and records on the stations' contests and promotions, and ensures they are forwarded. At the request of people in charge of the stations' promotions, follow up with winners or listeners by letter or by phone. Ensure prizes, certificates and promotional items are presented. Creates and maintain records for MaBoutiqueRadio.ca and MyRadioShop.ca. He/she is responsible for securing prizes and promotional items destined for listeners, and for ensuring they are presented in accordance with established procedures. Assist the Accounting Department in

sending cheques.

### REMOTE BROADCASTING TECHNICIAN

The remote broadcast technician is responsible for the planning, set-up, operation and return of broadcast equipment needed for live broadcasts\*\* outside of the normal studio locations. He/she will be responsible to maintain, clean up and regular inventory of remote equipment. The remote broadcast technician will need to operate analog and digital equipment and perform basic troubleshooting to restore, maintain or fix gear to ensure remote operations in a timely manner. He/she will also be required to setup Public Address equipment for promotional, community or client event, which includes live announcement, may need to set up tents and signage and participate in event and remote planning sessions that include site inspections. He/she may be asked to perform light station tasks such as replenishing photocopy paper, putting away deliveries such as tents and banner rolls and other technical areas such as assisting the engineering department and staff.

\*\*A live broadcast refers to any event where an announcer is required to go on air from any location other than the on-air studio. This may be for a live show or remote cut-ins.

### REPORTER

The reporter gathers and receives information, writes the appropriate text according to the sources of information available to him/her, inserts the appropriate audio segment in the text, and may be called upon to do phone interviews. Once completed, she/he electronically or manually sends the information to the news booth. She/he will do the recording without the help of a technician on the Company's equipment.

Upon request from his/her manager, he/she may be asked to deliver on-air news bulletins, as well as weather reports, sports, business or any other news related information.

The reporter prepares his/her text with the equipment provided by the Company following an appropriate training period. The reporter may be asked to gather information or prepare an in-depth report outside the studios, at the location of a major event or anywhere newsworthy events happen, as determined by the news director. The information gathered on the scene can be transmitted by any means, electronically, phone or faxed by the reporter to the station. The reporter may also be asked to prepare bulletins to be read on other radio stations within the Company. The reporter may be required to update sections of the website and social media site of the radio station during the course of his/her shift.

### RESEARCHER

The researcher assists the show hosts or the program director/news director in the development of content for on-air broadcast. The primary responsibility of the researcher is to book guests for interviews with show hosts. The researcher could also be asked to identify story ideas through the use of newspapers, internet and BURLI. A researcher does not have on-air responsibilities. He/she publishes show related content on the station and on social media sites.

### SOCIAL MEDIA CONTENT COORDINATOR

The Social Media Content Coordinator works closely with the Director of Digital Content, programming services as well as the station's Promotion Department to create a significant and exciting online experience for listeners and suggest content. He/she manages content according to

the requests received by Management and coordinates and creates original content (articles, slideshows, videos) for The Beat 92.5 website as well as for the social networks linked to the station. Incumbent writes various texts to feed the different sections of the site, ensures daily updates of the station's website and the social networks of the station. He/she moderates social media platforms; manages Facebook advertising campaigns in collaboration with the Promotions Department. The incumbent collaborates for the production and execution of video interviews as well as promotional events of the station. He/she provide the necessary support to Announcers in the implementation of various social & web strategies. (August 2<sup>nd</sup> 2017 version)

#### WEB EDITOR

The Web editor is responsible for maintaining and updating the station's web sites including social media platforms, blogs, message boards etc. as required by management. He/she will need to work with digital/video editing software and develop content according to the guidelines of the station's graphic standards. He/she helps in the video editing/producing of web-related material. He/she may also be asked to draft promo copy for newsletters and the Web. He/she may also be required to work closely with Cogeco Media's Interactive department and/or external web providers.

#### TECHNICAL ENGINEER

The technical engineer is responsible to ensure the maintenance of all technical equipment related to broadcasting and/or the operations of the station including preventative maintenance procedures, daily reviews of the logs in order to sustain suitable operations.

He/she is also responsible to initiate purchase orders for equipment and services necessary in order to accomplish his/her function, and is responsible for the upkeep and the safeguarding of the equipment. He/she is required to order lines for the daily operations or for remote broadcasts and must keep employees informed of any changes in operations that will directly impact on another person's job.

#### BROADBAND AND IT SUPPORT TECHNICIAN

The Broadband and IT Support Technician is responsible for the operation of the networks, upkeep of user's machines (hardware & software), deployment, analysis and testing of new systems and is responsible for user training. He/she is responsible to ensure the maintenance of all technical equipment related to broadcasting and/or the operations of the station including preventative maintenance procedures, daily reviews of the logs in order to sustain suitable operations. He/she is also responsible to initiate purchase orders for equipment and services necessary in order to accomplish his/her function, and, is responsible for the upkeep and the safeguarding of the equipment. He/she is required to order lines for the daily operations or for remote broadcasts and must keep employees informed of any changes in operations that will directly impact on another person's job.

#### TRAFFIC COORDINATOR

The traffic coordinator operates the traffic system for each radio station, prepares daily schedules, reports any problems with inventory usage, and ensures the accuracy and completeness of every broadcast order. He/she is responsible for replies to inquiries regarding times commercials aired and must make sure that all material required was received to ensure the proper broadcast of each commercial. He/she is responsible for providing the sales manager with availability reports and

updates on a timely basis. He/she is responsible for proper classification of any orders, contracts and instructions for further retrieval. He/she is responsible for billing and month-end reporting procedures and any reports necessary to close the month. He/she is responsible for preparing and sending the CRTC any requests received regarding daily logs and other related reports.

#### CLERK

The clerk is responsible for general office duties (i.e. filing, typing, entering information about listeners and winners in databases), answers the phones, dispatches prizes to winners, prepares and supervises the flow of couriers and related receiving/shipping functions related to office work. He/she may act as a back-up for the receptionist.

- 30.2 The parties agree that the wages specified in this Agreement are appropriate for the work performed in each job as of the signing of this Agreement; however the Employer shall notify the Union in writing no less than thirty (30) days in advance:
- a) of any significant change contemplated to the duties, tasks or responsibilities of a job covered by this Collective Agreement;
  - b) of any new job to be created and declared by the Employer, adjudicated or jointly deemed to be the jurisdiction of the bargaining unit;
  - c) of the wage group in which the Employer wishes to classify a new or modified job.
  - d) Should differences exist as to the salary range for the new or modified job remain unresolved, either party may make the difference a subject of grievance and/or arbitration. The arbitrator will have the power to establish the proper salary range for the job.

#### ARTICLE 31- TRAVELLING EXPENSES

31.1 For the purpose of this Agreement, the following definitions shall apply:

31.1.1 «In-town»: Anywhere within a fifty (50) kilometer radius of the station.

31.1.2 «Out-of-town»: Anywhere beyond a fifty (50) kilometer radius of the station.

31.2 Employees on Out-of-town assignments who require overnight accommodations shall receive a per diem allowance of eighty dollars (\$80) for each twenty-four (24) hour period, in addition to the cost of accommodations. When such assignment is in the US, the per diem allowance is eighty US dollars (\$80). When the assignment involves fractions of a day, the compensation will be per meal according to provisions of article 31.3 below and when the assignment is in the US, the amounts allocated are in US dollars.

31.2.1 Employees on Out-of-town assignments shall receive single accommodations, at the Employer's expense, when single accommodation is available at the location concerned.

31.3 Employees on Out-of-town assignments, who do not require overnight accommodations and are required to purchase their own meals, will be compensated as follows and the meal allowances referred to in Article 10.4 would not apply:

Breakfast:	\$15
Lunch:	\$20
Dinner:	\$30
Subsequent meal:	\$20

31.4 The allowance mentioned in Article 31.2 and 31.3 shall be in addition to the following allowable expenses:

31.4.1 The cost of transportation.

31.4.2 The cost of taxis and limousine service, between point of departure and station or airport, at point of departure and return; and between station or airport and hotel, at point of destination.

31.4.3 The cost of long distance calls required for the Employer's business and also, in North America, one (1) personal call home after 18:00 hours, local time, to a limit of ten (10) minutes on the first day of remote assignment and on alternate days after; elsewhere, a fifteen (15) minute call home for each five (5) days of remote assignment.

Calls could be replaced by thirty (30) minutes of internet access in North America and forty-five (45) minutes elsewhere in the world.

31.4.4 The actual cost of laundry on Out-of-town assignments of three (3) nights or more upon presentation of receipts.

31.5 An application for an advance to cover traveling and location expenses will be made as far in advance as possible. The advance will be given to the employee prior to his/her departure time. An accounting of any such expenditure with receipts will be submitted for approval within five (5) working days of an employee's return.

## **ARTICLE 32 - TRAVELLING TIME CREDITS**

32.1 For pay purposes, employees engaged in traveling on an Out-of-town assignment for the Employer shall be credited with all time consumed when traveling on such assignment except as provided in Article 33. Such time will be computed:

- 32.1.1 from the scheduled time of the carrier's departure when the employee leaves his/her home for travel by carrier. If the carrier's departure is delayed more than one (1) hour, the employee shall so advise the Employer.
- 32.1.2 from the assigned hour of departure from his/her home, when an employee travels by automobile direct to the assignment.
- 32.1.3 from the time he/she leaves his/her normal place of employment when the employee reports there before proceeding to travel.
- 32.1.4 from the assigned hour of departure from his/her lodging when an employee is using an overnight accommodation.

### **ARTICLE 33 - WAIVER OF TIME CREDITS**

- 33.1 When traveling is on a carrier between 08:00 hours and 24:00 hours, local time, a full-time employee shall be credited up to and only for the first seven (7) hours of travel.
- 33.2 When travel is on a carrier between 24:00 hours and 08:00 hours, local time, and suitable sleeping facilities are available, no credit shall be allowed. For the purpose of this section, a single occupancy berth, a first class seat on a plane or a regular seat on a charter shall be construed as suitable sleeping facilities. When an economy class seat is provided, half-time credit shall be allowed. When travel is designated by the Employer on conveyances which do not have suitable sleeping facilities, full-time credit shall be allowed.

### **ARTICLE 34 - EMPLOYEE'S PERSONAL EXPENSE**

- 34.1 It is agreed that the use of an employee's car in executing the business of the Employer is not compulsory. If an employee is authorized to use his/her automobile on the Employer's business, he/she shall be reimbursed based on the allocation per kilometre according to the limit of the deduction of tax-exempt allowances reviewed annually and published by Revenu Québec.
- 34.2 Should an employee be exceptionally required to start before 5:01 a.m. or finish after midnight he/she is allowed to be reimbursed the cost of taxis in the period before 5:01 a.m. and after midnight.  
  
In such case the cost of taxis reimbursements will be made upon presentation of receipts up to a maximum of twenty-nine dollars (\$29).
- 34.3 Employees on In-town remotes who are required to provide their own traveling arrangements to remote locations will be reimbursed the actual cost of parking upon submission of receipt.

34.4 The employee cannot be required to use his personal cellular telephone for the following purposes: production, preparing photography or audio/ video content, updating the radio station's web site or social network.

### **ARTICLE 35 - PRERECORDING & PREPARATION**

35.1 At the Employer's request, on-air personnel shall pre-record programs or commercials for the purpose of broadcasting in or out of the announcer's work shift, on his/her days off or his/her vacation, or for special purpose broadcasts.

35.2 The Company recognizes that employees involved as hosts, co-hosts, dominant or featured performers in programs, require time for preparation of their programs. To this end, the Company agrees that in scheduling work assignments for these employees, the Company shall consult with the employee in providing for the preparation time required. Said time spent in preparation shall be credited as part of the workweek. The final determination of preparation time required shall rest with the Company.

### **ARTICLE 36 - BENEFIT PLANS**

36.1 Employee benefit plans consist of the following plans:

- 1) Group Life Insurance, Health and Major Medical
- 2) Long Term Disability
- 3) Group RRSP and DPSP
- 4) Travel Accident
- 5) Dental Plan (premiums are fully paid by the Employer)
- 6) Eye Care Plan
- 7) Chiropractor (\$21 per visit)

36.2 The group insurance classifications shall be based on the employee's current base salary.

36.3 1) The parties agree to maintain a Group RRSP and Deferred Profit-sharing Plan (DPSP) for the length of the Agreement. The Employer will determine the administrator of the plan.

2) Permanent full time and part time employees are eligible for the Group RRSP and DPSP. Participation is on a voluntary basis; however the employee participating to the Group RRSP and DPSP must maintain their employment to remain a participant.

3) Contributions shall be based on the employee's current base salary. The Employer will match 100% of your basic Group RRSP contribution, to a maximum Employer contribution of 3.5% and place it in your DPSP.

Effective on the first pay period following September 1<sup>st</sup> 2018, the employees will have the following choices of contribution to their RRSP that will be match at 100% by the Employer in the employee's DPSP:

EMPLOYEE'S CONTRIBUTION	EMPLOYER'S CONTRIBUTION	TOTAL CONTRIBUTION
1%	1%	2%
2%	2%	4%
3%	3%	6%
4%	4%	8%

The employee's contribution could be more than 4%. In such case the Employer's contribution doesn't exceed 4%.

Effective on the first pay period following September 1<sup>st</sup> 2019, the employees will have the following choices of contribution to their RRSP that will be match at 100% by the Employer in the employee's DPSP:

EMPLOYEE'S CONTRIBUTION	EMPLOYER'S CONTRIBUTION	TOTAL CONTRIBUTIONS
1%	1%	2%
2%	2%	4%
3%	3%	6%
4%	4%	8%
4.5%	4.5%	9%

The employee's contribution could be more than 4.5%. In such case the Employer's contribution doesn't exceed 4.5%.

Effective on the first pay period following September 1<sup>st</sup> 2020, the employees will have the following choices of contribution to their RRSP that will be match at 100% by the Employer in the employee's DPSP:

EMPLOYEE'S CONTRIBUTION	EMPLOYER'S CONTRIBUTION	TOTAL CONTRIBUTIONS
1%	1%	2%
2%	2%	4%
3%	3%	6%
4%	4%	8%
5%	5%	10%

The employee's contribution could be more than 5%. In such case the Employer's contribution doesn't exceed 5%.

4) The Employee can modify the amount of his/her contribution one time per calendar year. The employee may modify their choice of funds at all time by communication directly with the plan administrator's customer service department.

5) The Employee's contribution as well as that of the Employer is deposited bi-weekly into the employee's Group RRSP and DPSP account.

6) Should the employee withdraw from the RRSP account, the Employer will cease all contributions for twelve (12) months. This provision does not apply when the employee wishes to withdraw from the Group RRSP in order to participate in the following provincial government programs:

- Home Buyers Plan (HBP)
- Lifelong Learning Plan (LLP)

36.4 Employee benefit plans are reputed part of the present collective agreement and shall not be reduced generally or in part during the life of the collective agreement.

36.4.1 The Employer's contribution to group insurance payments will be limited to the existing rate structure. If any premium increase exceeds the increases in the CPI index of October of each year, the Company will inform the union. The union then decides whether it wishes to lower, but not eliminate, the level of benefits or to maintain the plan as it exists and pass on to the employees as a payroll deduction the amount of increase in the premium that exceeds the CPI increase.

36.5 Copies of the Master agreements relating to benefit plans between the Employer and Insurers or fiduciaries shall be forwarded to the Union within ten (10) days of their signature.

### **ARTICLE 37 - GRIEVANCE PROCEDURE**

37.1 It is mutually agreed that it is the spirit and intent of this Agreement to address, as quickly as possible, grievances arising from the application of this Agreement and the Letters of Agreement.

37.2 The parties recognize that the Canada Labour Code provides that any employee may present his/her personal grievance to his/her Employer at any time. Any such grievance may be subject to consideration and adjustment as provided in the following articles on grievance procedure.

#### **Step 1**

When a grievance arises, the employee(s) and/or the shop steward shall discuss the matter within fifteen (15) days of the event that gave rise to the grievance, with the Manager concerned.

### Step 2

In the event the grievance is not resolved in the first step, the Shop Steward shall submit it in writing within thirty (30) days of the event which gave rise to the grievance. A meeting shall be held to consider the grievance. Such meeting shall take place within ten (10) days of the submission, in writing, of the grievance. Such meeting shall be attended by the Union Grievance Committee which shall normally not exceed three (3) employees including a representative of the present bargaining unit and may be attended by the grievor(s) where required and by persons designated by the Employer. Minutes of such meeting shall be kept and signed by both parties.

### Step 3

In the event the grievance has not been resolved within fourteen (14) days after the final meeting in Step 2, either party may, upon notice by registered mail to the other, but no later than thirty (30) days after the final meeting in Step 2, or in Article 38.4, submit a grievance to final and binding arbitration. Within the next following ten (10) days of the said notice, the parties, by way of their representatives, shall agree on the naming of a sole arbitrator. If the parties are unable to agree on the selection of an arbitrator within the said ten (10) day delay, the Minister of Labour may be requested by either party within the next following ten (10) days to appoint the arbitrator.

- 37.3 The time and limits specified in Steps 1 and 2 shall be counted in calendar days, save that an employee who is absent from the station by reason of a leave provided in this Agreement, or because of an outside assignment, will obtain an extension of the time limits amounting to the number of calendar days for such an absence. The above time limits may be extended by written agreement.
- 37.4 A grievance shall not be invalid due to an error in wording or formulation which does not affect the nature or substance of the grievance, or the desired redress.

## **ARTICLE 38 - ARBITRATION**

- 38.1 An arbitrator to whom any grievance may be submitted, in accordance with Article 37, shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of such grievance, but shall not have jurisdiction or authority to alter in any way any of the terms of this Agreement.
- 38.2 If it is determined by the arbitrator that an employee has been suspended or discharged or otherwise disciplined and that the disciplinary measure is without just cause, the arbitrator may change or amend such penalty and give an award that seems just and reasonable in all circumstances.
- 38.3 The award of an arbitrator, in respect to any grievance regarding the status of an employee which may be submitted, as provided for above, shall in no case be made retroactive to a date prior to the date upon which such grievance was first submitted, in writing to the

Employer, except in the case of a proper contractual wage payment as provided for under the collective agreement, seniority, granting of holidays, vacation and sick leave.

- 38.4 If either of the parties considers that this Agreement, including the Letters of Agreement, is being misunderstood, misinterpreted or violated in any respect by the other, the matter may be submitted as a written grievance and discussed between representatives of the Employer and the Union. Minutes of such meeting shall be kept and signed by both parties. If not satisfactorily settled within fourteen (14) days of the above meeting, either party may refer the matter to arbitration as provided in Step 3 of the Grievance Procedure.
- 38.5 The cost and/or expenses of the Arbitrator shall be borne equally by the Employer and the Union, except that no party shall be obligated to pay the cost of a stenographic transcript without express consent.

### **ARTICLE 39 - EFFECTIVE DATE & DURATION AND RENEGOCIATION NOTICE**

- 39.1 The terms and conditions of this Agreement including appendices and letters of Agreement shall come into force on the date of the signature of the collective agreement and remain in force until August 31<sup>st</sup>, 2021. Either party has the right, as of June 1<sup>st</sup>, 2021 to notify the other of its intention to commence negotiations to modify this Agreement. Such notice must be made between June 1<sup>st</sup> and July 31<sup>st</sup> of that year by registered mail or by email.
- 39.1.1 Unless specified otherwise, any payments or penalties payable to employees under the present Agreement shall be based on the salary schedules and scales as set out in the present Agreement. Automatic increases, general increases and retroactivity payments shall only apply to the extent of the salary schedule and scales provided for in the present Agreement. In disposing of any grievance an arbitrator shall not have jurisdiction to award payments to employees which would exceed any payment expressly provided for under the terms and conditions of the present Agreement.
- 39.1.2 Within sixty (60) days Within sixty (60) days of the signing of this Collective Agreement, the Employer shall pay employees in his employ that are in or above their salary scale for the period of September 1st 2017 to the date of signature of the collective agreement, excluding contractual employees, a lump sum payment in lieu of retroactivity equivalent to 2.5 % of their earnings between September 1st, 2017 and the date of signature of the collective agreement.
- 39.2 In the event that prior to the expiration of this Agreement either party desires to negotiate a new Agreement, notice in writing by registered mail shall be given to the other party within a period of one hundred and twenty (120) days preceding the expiry date of this Agreement. If such notice is given by either party and no new Agreement is reached, all provisions of this Agreement shall continue to be observed by both parties until seven (7)

days after the report of the Conciliation Board is received by the Minister of Labour, as set forth in the Canada Labour Code (Part I), Section 49.

39.3 Upon receipt of notice from either party of a desire to negotiate a new Agreement, as provided in Article 39.2, a meeting shall be held between the parties within twenty (20) days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.

39.4 Parties understand and agree that the Collective Agreement will be in English only.

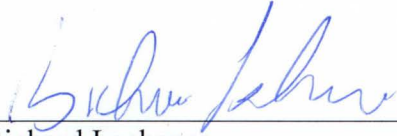
Les parties se sont entendues pour que la présente convention collective soit rédigée uniquement en anglais

39.5 The Company agrees to supply copies of the Collective Bargaining Agreement (“CBA”) within thirty (30) days of the Agreement being signed in sufficient amounts.

39.6 The parties understand and declare that in case any provisions of this Agreement are now or hereafter inconsistent with any Statute of Canada or any Order-in-Council or Regulations passed there under, such provisions shall be to that extent only deemed null and void or shall be applied in such manner as will conform with law.

Parties have signed on this 23<sup>rd</sup> day of July 2018, in Montreal, Quebec.

**FOR THE EMPLOYER:**

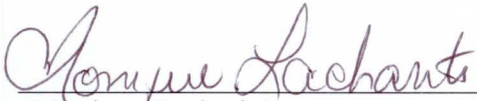


Richard Lachance  
President and Chief Executive Officer

**FOR THE UNION:**



Betsy Lipes  
Chief steward, Local 614-M



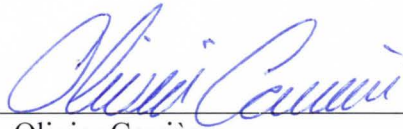
Monique Lacharité  
Vice President, Administration, Control  
and Human Resources



Kim Bickerdike  
Bargaining Agent, Local 614-M



Sandra Monterrosa  
Human Resources Advisor



Olivier Carrière  
National Representative, CEP (Québec)



Luc Tremblay  
Vice President and general Manager  
92.5 The Beat and CKOI 96,9



Louis Landriault  
Director, Human Resources

## **APPENDIX 1 - BARGAINING CERTIFICAT**

Unifor is the bargaining agent for a bargaining unit comprising:

« All Employees working at radio station CKBE-FM 92.5 FM, excluding the following classifications:

- president;
- vice president;
- general manager;
- directors;
- controller;
- managers;
- assistant director of programs;
- sales representatives;
- executive assistant;
- promotional ambassadors.»

**APPENDIX 2 – LIST OF ALL FULL TIME AND PART TIME EMPLOYEES**

LAST NAME	FIRST NAME	JOB TITLE	WORK STATUS
		Announcer-operator	PT
		Announcer-operator	FT
		Announcer-operator	FT
		Audio producer	FT
		Technical engineer	FT
		Social media and content coordinator	FT
		Copywriter	PT
		Announcer-operator	FT
		Receptionist	FT
		Remote broadcast technician	PT
		Web editor	FT
		Receptionist	PT
		Traffic reporter	PT
		News reader	FT
		Announcer-operator	FT
		Copywriter	FT
		Audio producer	FT
		Announcer-operator	FT
		Announcer-operator	FT
		News reader	PT
		Announcer-operator	FT
		Promotions coordinator	FT
		Board operator	PT
		Traffic coordinator	FT
		Announcer-operator	FT
		Announcer-operator	FT
		Announcer-operator	FT

## LETTER OF AGREEMENT #1

### **1. CANDIDATE FOR ELECTION**

The Employer shall grant leave without pay to any employee seeking nomination as a candidate and to be a candidate for an election as a member of the House of Commons, a Provincial legislature or territorial council for a period ending on the day which the results of the election are officially declared or on such earlier day as may be requested by the employee if he/she has ceased to be a candidate. An employee declared elected as a member of a territorial council and whose responsibilities regularly impede his/her working schedule at CKBE thereupon ceases to be an employee.

### **2. ACCUMULATED SICK DAY BANK AS OF AUGUST 1ST 2013**

175.5 days

156 days

It is understood that the past accumulated sick day bank for the above mentioned employees do not have any cash value as per article 14.4.2 of the collective agreement.

### **3. PROMOTIONS COORDINATOR AND WEB EDITOR**

Notwithstanding provisions of the collective agreement regarding the work week, days off and work scheduling, more specifically to the following Articles: 7, 7.1.1, 7.1.2, 8.2, 9.1 and 33.1, the following shall apply for the Promotion Coordinator, Web Editor and Social Media and Content Coordinator positions:

- 1) Each fourteen (14) calendar day period shall contain eighty (80) working hours commencing on Monday at 05:30 hours.
- 2) There shall not be more than ten (10) consecutive working days per period.
- 3) Their daily work schedule shall consist of a work day, up to a maximum, of eight (8) hours.
- 4) All the time worked in excess of a daily work schedule in one day, and in excess of eighty (80) hours in a two-week period, shall be calculated and paid according to the following provisions:
  - a) Add one-half ( $\frac{1}{2}$ ) time to the basic rate for all hours performed beyond the employee's daily work schedule;
  - b) Add one (1) time to the basic rate for all hours performed beyond twelve (12) hours per day.
- 5) A full-time Promotion Coordinator, Web Editor or Social Media Content Coordinator shall be credited up to and only for the first eight (8) hours when travelling on a carrier between 08:00 hours and 24:00 hours, local time.

#### 4. TEMPORARY, PART TIME AND FULL TIME POSITION

Acknowledging the fact that some designated groups within some job categories are being underrepresented, the Union accepts to discuss and to eventually agree in making some temporary or permanent modifications to the collective agreement, in accordance with Article 8 (3) of the Employment Equity Act. Accordingly, those employees represented by the Union will not constitute, due to their seniority, a barrier to hiring individuals belonging to the designated groups in accordance with Articles 8(1) and 8(2) of the Employment Equity Act. The Employer is initiating, in that respect, all discussions with the Union, if such situation arises when staffing a position with an applicant belonging to an aforementioned designated group.

#### 5.

1. The Employer agrees to grant the pre-retirement request to the \_\_\_\_\_ for a maximum period of twelve (12) months starting on the date of the signature of the collective agreement.
2. \_\_\_\_\_ will be working on a four (4) days a week schedule to be determined by the Employer, based on the operational needs of the station.
3. During that period, the Employee will accumulate a pro-rated vacation entitlement and sick bank entitlement, pro-rated ratio of 80% of what the Employee is entitled to according to the collective bargaining agreement.
4. \_\_\_\_\_ can continue to benefit from the group health and dental insurance coverage, life insurance and long term disability, given the following:
  - The Employer's contribution will be pro-rated and represent 80% of the total costs of coverage;
  - \_\_\_\_\_ will pay her current normal contribution of the total costs. The current contribution is subject to change with the renewal of benefits premiums, at the same time of all the other employees.
  - In order to maintain coverage, \_\_\_\_\_ will pay 20% from the Employer's costs; i.e. an amount for dental and medical coverage and an amount for life insurance. Those contributions are subject to change with the renewal of benefits premiums, at the same time of all the other employees.
5. \_\_\_\_\_ pension contributions will be pro-rated and represent 80% of her current base salary.
6. It is understood that \_\_\_\_\_ will have to work in replacement of some holiday periods, sick leaves days of the replacement employee's, or if the Employer cannot replace her on her weekly day off. In such case, she will be paid accordingly to the usual hourly rate for all hours worked up to 35 hours a week.

## **6. \_**

1. works six hours and 30 minutes (6:30) per day, five (5) days per week, for a total of thirty two and one half (32.5) hours weekly. However, in the occasional case of an extra workload, the employer may request a seven (7) hour workday from the employee.
2. Statutory holidays, annual vacations and other holidays provided for in the collective agreement will be paid out at the rate of six hours and 30 minutes (6:30) per day.
3. All overtime work will be paid according to the same conditions provided for in the collective agreement, namely after a seven (7) hour workday or after a thirty-five (35) hour standard workweek.
4. For the duration of the current Letter of Agreement, the Employee maintains his status as a Full-time employee, including the Group Insurance Plan, based on his new annual salary.
5. Either party may terminate this agreement by submitting a written notice to the other party at least ten (10) business days before. In such event, all working condition prevailing in the collective agreement before the signature of this agreement will therefore be applicable and Frédéric Bertrand will be scheduled back to a workweek of thirty five (35) hours.

## **7. DEAD AIR OR OFF AIR EMERGENCY**

Notwithstanding any provision to the contrary in the collective agreement, it is understood that strictly in the event of a dead air or off air emergency at the station occurs, during the morning or drive show, from Monday to Friday, and that the Broadcast and IT Technician or Technical Engineer are unavailable to service immediately the problem with the goal of restoring programming as soon as possible, the Employer may request the service of other qualified personnel excluded from the bargaining unit to perform the duties

## **8. PAID EDUCATION LEAVE PROGRAM**

The Employer agrees to pay into a special fund an amount of \$500 to provide for a Unifor Paid Education Leave Program (PEL). Such payment will be remitted by the Employer to the PEL in August 2018 at the following address:

Unifor Paid Education Leave Program  
205, Placer Court  
Toronto ON - M2H 3H9

The Employer shall approve the absence of one (1) employee per year for an Education Leave at the request of the Union for a maximum of five (5) consecutive days. Candidates for PEL shall be selected by the Union to attend. Employee on PEL leave of absence will continue to accrue seniority and service.

## **9. SUPPLEMENTAL UNEMPLOYMENT BENEFIT (SUB) PLAN**

The plan covers all full-time permanent unionised employees covered by the bargaining agreement between Cogeco Media Acquisitions Inc. and Communications, Energy and Paperwork's of Canada (the union).

Only employees who have exhausted their sick day bank (or their twelve (12) days per year for new employees) and who are still sick and are not yet eligible to long term disability insurance benefit from the group insurance protection, are eligible for compensation under this SUB plan.

To be eligible to the content of this letter of Agreement, the employee must receive Unemployment Insurance (UI) and proof must be presented to the Employer. In the case of employees with no sick days, the Employer will cover the two (2) week waiting period by providing this employee with seventy-five percent (75%) of his/her regular weekly wages for these two (2) weeks.

The amount covered under the SUB plan is equal to seventy-five percent (75%) of the regular weekly wages. The SUB plan is in effect throughout the duration of this collective agreement. The SUB plan will be financed out of general revenues. When an employee has exhausted his/her sick days bank and the SUB plan, the Employer will provide the employee with seventy-five percent (75%) of his/her regular weekly wages until the time he/she is eligible for LTD (i.e. twenty-six (26) weeks after the beginning of the illness).

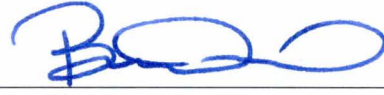
Parties have signed on this 23<sup>rd</sup> day of July 2018, in Montreal, Quebec.

**FOR THE EMPLOYER:**



Richard Lachance  
President and Chief Executive Officer

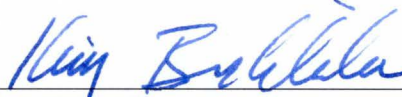
**FOR THE UNION:**



Betsy Lipes  
Chief steward, Local 614-M



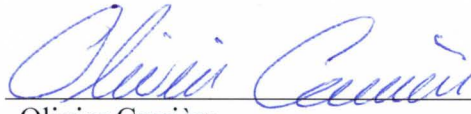
Monique Lacharité  
Vice President, Administration, Control  
and Human Resources



Kim Bickerdike  
Bargaining Agent, Local 614-M



Sandra Monterrosa  
Human Resources Advisor



Olivier Carrière  
National Representative, CEP (Québec)



Luc Tremblay  
Vice President and general Manager  
92.5 The Beat and CKOI 96,9



Louis Landriault  
Director, Human Resources