

COLLECTIVE AGREEMENT

BETWEEN

CJCH-TV/CTV2, DIVISIONS OF BELL MEDIA INC.

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS,  
WAREHOUSEMEN, HELPERS & MISCELLANEOUS  
WORKERS, LOCAL 927

June 1st, 2024 to May 31, 2027

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## ARTICLE 1 – INTENT AND PURPOSE

### 1.01 – Intent and Purpose

It is the intent and purpose of the Employer and the Teamsters Local 927 to set forth herein the terms of an agreement covering hours of work, conditions of employment, rates of pay and to provide a method for the adjustment of disputes which may arise between the parties so as to promote orderly and productive relations between Employer and Employees, to achieve uninterrupted operation of the work place and to encourage the highest quality of performance.

## ARTICLE 2 – UNION RIGHTS

### 2.01 – Union Recognition

- (a) The Employer recognizes the Teamsters Local 927, hereinafter referred to as “the Union”, as the exclusive bargaining agent for all employees of the News/Public Affairs/Special Programs Department, Broadcast Operations Department, Creative Services Department and Communications Department of CJCH-TV/CTV2 Divisions of Bell Media Inc., working at or out of the broadcasting facility in Halifax, Nova Scotia, excluding the classifications of: Director News, Public Affairs and Special Programs; Executive Producer; Senior Producer; Operations Supervisor; Camera Editor (Nfld.); Assignment Editor; News Administration Coordinator; Director Creative Services; Director Communications; News Secretary; Technical Supervisor; Director Broadcast Operations, Operations Assistants, Promotions Supervisor and Scheduling Supervisor.
- (b) The Employer agrees not to transfer, assign or subcontract any work or duties normally performed by members of the bargaining unit to any other person or to any other company or its employees if the effect of such a transfer, assignment or subcontracting of work or duties would be to cause a reduction in the size of the bargaining unit or to prevent the recall from layoff of a member of the bargaining unit or results in the failure to fill a vacancy in the bargaining unit or the failure to hire a full-time **or part time** employee into the bargaining unit.

### 2.02 Individual Contracts

- (a) This agreement represents minimum rates, fees and conditions of employment. No person employed in any job classification within the scope of this agreement shall be compensated at rates lower than those provided herein nor shall any conditions be less favorable than the provisions of this agreement. If an employee has concerns that their individual contract provides less compensation for hours worked than they would receive if they had no individual contract, the Company agrees to meet and discuss those concerns with the employee (accompanied by a union steward if the employee wishes) to determine if further action could be required..
- (b) Nothing in this agreement shall be deemed to prevent an employee and the Employer from agreeing in writing to an individual contract containing specified terms (including rates) and conditions in excess of the minimum provisions of this agreement. Persons employed under terms or conditions in excess of minimum provisions of this agreement shall be entitled to

exercise all of the benefits and protection of the provisions of this agreement. Without limiting the generality of the foregoing, any provision of an individual contract which purports to create employment for a specific term shall be considered null and void.

- (c) Within fifteen (15) days of its execution, a copy of an individual contract shall be forwarded to the Local Union Business Representative in Halifax, and the monetary amounts within the copy of the individual contract shall be deleted. The contents of the individual contract shall be considered strictly confidential and shall not be disclosed by the Local Union Business Representative to any other person, firm or corporation without the written agreement of the Employer and the employee.
- (d) This agreement shall not in any way amend any special arrangements for salaries, other rates of pay, or working conditions more favorable to the employees that existed pursuant to the provisions of an individual contract of employment prior to the signing of this agreement.
- (e) Whether or not an employee has a personal contract will not be a consideration in the allocation of work hours outside of an employee's regular schedule, exclusive of community appearances as requested.

#### 2.03 – No Discrimination

- (a) The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union. Both parties shall act fairly, in good faith, and in a non-arbitrary manner towards Employees.
- (b) There shall be no discrimination by the Employer in refusing to continue to employ or, during the course of employment, to differentiate adversely in relation to an employee for reasons of race, national or ethnic origin, colour, religion, sex, sexual orientation, marital or parental status, physical handicap or age, unless such discrimination is based upon a bona fide job requirement. To that end, the Company has implemented a Non-Discrimination/Harassment Policy which will form part of this Collective Agreement.
- (c) Sexual harassment
  - (i) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment, and the Employer undertakes to discipline any person employed by the Employer engaging in the sexual harassment of another employee.
  - (ii) "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to any employee; or that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
  - (iii) In the event of a complaint alleging such harassment, the complaint will be presented by the complainant and/or the Union to the Department Head or the Vice President and

General Manager (where it is alleged that the person occupying the position of the department head is the harasser). Failing settlement of the complaint to the satisfaction of the complainant, the complainant may file a formal grievance with the Director Human Resources. Grievances under this Article shall be handled with all possible confidentiality and dispatch.

- (iv) In cases of alleged sexual harassment, the Employee alleging harassment has a right to limit communication with the alleged harasser to work related matters and to insist that such communication be conducted within sight of another person.
- (v) An alleged offender under this Article shall be entitled:
  - (a) to be given notice of the substance of a grievance under this clause;
  - (b) to be given notice of and to attend, participate in and be represented at the arbitration hearing which is held on a grievance under this Article.
- (vi) An arbitrator hearing a grievance under this Article shall have authority to:
  - (a) dismiss the grievance;
  - (b) determine the appropriate level of discipline; and
  - (c) make such further order as may be necessary to provide a final and conclusive settlement of the grievance.

#### 2.04 – Bulletin Boards

The Employer agrees to the posting of announcements signed by a member of the Local Executive of the Union regarding elections, meetings, negotiation developments and internal affairs of the Union, on Company bulletin boards provided that such postings are not offensive or derogatory. Copies of all postings will be provided to the Employer at the time of posting.

#### 2.05 – Check-off or Union Dues

- (a) The Employer shall, as a condition of employment, deduct from the salary of each employee in the bargaining unit, the amount of initiation fees and dues established by the Union. The Union shall advise the Employer of any changes to the dues structure in writing.
- (b) Deductions shall be made bi-weekly.
- (c) All deductions shall be remitted to the Union as soon as possible after the end of each pay period. The Employer will remit to the Union or its nominee by wire transfer, the amount so deducted accompanied by a list of the names and classifications of the employees from whose salaries these deductions have been made together with the amounts deducted from each employee and the names of employees who have left or joined the Employer since the last payment.

- (d) With regard to part-time employees, dues shall be deducted on the basis of one point one five ( 1.15) percent of gross earnings from employment as a part-time employee with a minimum deduction of twenty dollars (\$20.00) to a maximum deduction of fifty dollars (\$50.00) per month. Dues are to be deducted to the nearest dollar. Before the Employer is obliged to deduct any amount under (a) above, the Union will advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the Local Union Business Representative. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (e) Union dues deductions shall be included on employees' T-4 slips.
- (f) The Teamsters Local 927 agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

#### 2.06 – Union Security

- (a) Employees who are members of the Union at the time of the signing of this agreement and any employee who thereafter joins the Union, shall as a condition of their continued employment maintain membership in the Union during the term of this agreement.
- (b) The Union shall not require the Employer to terminate the employment of an Employee because he/she has been expelled or suspended from membership in the Union for a reason other than failure to pay periodic dues, assessments or initiation fees uniformly required to be paid by all members of the Union as a condition of retaining membership in the Union.
- (c) As both parties agree that Employees are free to join or not join the Union, the Employer agrees to inform new bargaining unit Employees, before hiring, that the Union is the certified bargaining agent and that the new Employee is covered by a Collective Agreement. Names of the Local Executive officers of the Union or that of the Teamsters Branch Representative will be supplied upon request to such Employees.

#### 2.07 – Stewards

The Union will notify the Employer in writing of the names of its local stewards and of any person appointed or otherwise selected as union steward. The Employer will not be required to recognize any employee representing himself/herself as a steward until the Employer has been so advised. The steward should determine the immediate supervisor of the current work area and obtain the supervisor's permission before leaving that work area to attend to matters arising under this agreement. Such permission shall not be unreasonably withheld.

#### 2.08 – Time Off For Union Business

- (a) A maximum total of three (3) Employees (maximum one (1) from a job classification) shall be permitted to participate in negotiations relative to the renewal of this collective agreement, without loss of pay or other benefits. The parties shall schedule sessions so that there is the least possible disruption to the station's normal operations or the Employee's performance.

- (b) In the event that an Employee becomes an elected official of Teamsters Local 927 or the Union, he/she shall be granted leave of absence without pay to attend Teamsters Local 927 or Union meetings. No more than one Employee at a time from the bargaining unit may be absent for such purpose and the total number of days absent shall not exceed five per year and no such days of absence shall be taken during a ratings period or in the week preceding or the week following a rating period. It is recognized that because of evolutions in the Union structure and the Employer's circumstances, there may be a requirement for these leaves to exceed a total of five (5) workdays in any one (1) year. Accordingly, requests may be made for unpaid annual leave of more than five (5) days; the Employer may, at its discretion, permit an increase in the annual entitlement.

#### 2.09 – Access to Studio or Location

An accredited representative of the Union shall be admitted, with permission from the General Manager, or in their absence, the News Director, to the place where employees are working. Where possible, such permission shall be requested and responded to in writing and shall not be unreasonably withheld.

#### 2.10

Every videotape or film program produced (excluding programs produced by New and Public Affairs Department) solely by the Employees in this bargaining unit, with or without the assistance of Employees in the IBEW Local 1318 bargaining unit and intended by play on the CTV/CTV2 networks shall have some visual identification of Teamsters Local 927 displayed.

This shall include film/tape containers, file/tape billboards and end credits. The Union recognizes that it is their responsibility to provide such material for display and to ensure such display.

### ARTICLE 3 – DEFINITIONS

#### 3.01 – Part-Time Employees

- (a) A part-time Employee is a person who is hired on a continuing basis for a specific purpose. His/her regular weekly hours will be no more than 24. The Employer will notify the Union of the hiring of a part-time Employee no later than the end of the first pay period within which that Employee was hired.
- (b) A part-time employee is subject to the provisions of the Collective Agreement as would be a full-time employee except for the following Articles which are not applicable: 7, 11 (except 11.01), 13 (except 13.02 as set forth below), 14 and 15.
- (c) With the exception of the classification of Autocue, the Employer shall not employ more than one (1) part-time Employee if the effect of employing those part-time Employees would be to enable the Employer to avoid hiring of a full-time Employee.

- (d) The wages paid to part-time employees shall be a prorated portion of the starting level salary for the same or comparable full-time job classification, based on the number of hours actually worked in the relevant pay period.
- (e) A part-time Employee who transfers to the full-time staff will not be required to undergo the probationary period as contemplated in Article 3.03 if they have performed the duties of the full-time position for any sixty (60) days or more as a part-time employee. In no case will such Employee be required to complete a probationary period of longer than three (3) months duration. For less than sixty (60) days worked as above, the probationary period will be prorated as per days worked.
- (f) A part-time Employee who transfers to the full-time staff shall, after successful completion of the probationary period as contemplated in Article 3.03, receive a seniority credit equivalent to the number of hours worked as a part-time Employee from the date of the signing of this Agreement to the date of such transfer.
- (g) For the purpose of determining entitlement to the wardrobe and makeup/hair/dry cleaning allowances [Article 10.01], calculation shall be made on a quarterly basis. Each thirteen (13) weeks, the number of hours worked by the part-time employee shall be divided by five hundred and twenty (520) to determine the percentage of allowance entitlement. This figure shall then be multiplied by  $\frac{1}{4}$  of the entitlement provided for in 10.01 for the wardrobe and the makeup/hair/dry cleaning allowance, and the amounts so determined shall be given to the part-time employee, subject to the Employer's approval of clothing for on air acceptability requirements of Article 10.01. Utilization of the makeup/hair/dry cleaning allowance for hair treatment shall be limited to part-time employees doing the work of the Host, Co-Host, Anchor Person, Video Journalist, Senior Video Journalist, Video Journalist/Anchor categories. Payment will be made upon the provision of receipts.

### 3.02 – Temporary Employee

- (a) A temporary Employee is a person who is hired to replace a full-time bargaining unit Employee absent on vacation, leave or prolonged sickness; or to meet an extra workload. He/she is subject to the provisions of the collective agreement as would be a full-time Employee with the exception of Articles 7, 11 (except 11.01 (a), (b) and (c)), 13, 14 and 15.04 which are not applicable. Should a temporary Employee be retained as a full-time Employee contiguous to his/her hiring as a temporary employee then the probationary period in Article 3.03 and the Employee's Union seniority will date from the most recent start date of such temporary employment.
- (b) The Employer will notify the Union of the hiring of temporary Employee no later than the end of the first pay period within which that Employee was hired.
- (c) Effective July 1, 2022, the Company shall review the hours worked (including actual overtime hours) by a temporary or part-time employee on a quarterly basis. For each 2080 hours worked by a temporary or part-time employee or any subsequent multiple thereof, a committee composed of two Company representatives and two Union representatives (all of whom have the necessary qualifications of experience and sound judgment) will meet and prepare an evaluation of the work ability and performance of the temporary or part-time employee to determine if the temporary or part-time employee should progress to a higher wage Level. In

the event of a split determination, a final decision will be made by the Vice President and General Manager. If it is determined that the temporary or part-time employee should progress to a higher wage Level, the company shall decide upon the Level. The increase shall be effective and retroactive to the start of the quarter that is subsequent to the quarterly period being reviewed.

Should the temporary or part-time employee not be successful at moving up to the next pay scale, they can apply for the next higher pay scale after they have worked an additional five hundred and twenty (520) hours or any multiples thereof. Any temporary or part-time employee who has met the hours requirement and who is unsuccessful in advancing in the pay scale will be informed in writing of the areas requiring improvement.

- (d) For the purpose of determining entitlement to the wardrobe and makeup/hair/dry cleaning allowances [Article 10.01] calculation shall be made on a quarterly basis. Each thirteen (13) weeks, the number of hours worked by the temporary employee shall be divided by five hundred and twenty (520) to determine the percentage of allowance entitlement. This figure shall then be multiplied by  $\frac{1}{4}$  of the dollar amount provided for in 10.01 for the wardrobe and for the makeup/hair/dry cleaning allowance, and the amounts so determined shall be given to the temporary employee, subject to the Employer's approval of clothing for on air acceptability requirements of Article 10.01. Utilization of the makeup/hair/dry cleaning allowance for hair treatment shall require the provision of receipts and be limited to temporary employees doing the work of the Host, Co-Host, Anchor Person, Video Journalist, Senior Video Journalist and Video Journalist/Anchor categories. Payment will be made upon the provision of receipts.

### 3.03- Probationary Employee

- (a) A probationary Employee is an Employee (other than a temporary Employee) hired for a regular full-time job but who has not yet completed three months of continuous and uninterrupted employment with the Employer. Time lost by probationary Employees for personal or health reasons shall not be counted toward the completion of this three-month period.
- (b) An Employee on probation shall have his/her work performance reviewed midway through and before the completion of his/her probationary period by the Employer. The employer may then elect to grant the Employee the status of regular Employee or may extend his/her probationary period for a period not to exceed a further three months when a final decision must be reached. The Employer may release the probationary Employee at any time.

If the Employer fails to notify the Employee prior to the expiration of this three-month probationary period that he/she has been confirmed or, alternatively, that they wish to extend his/her probationary period, he/she shall be deemed to be confirmed as a full-time Employee.

- (c) Probationary Employees shall not be entitled to seniority rights and may be discharged by the Employer at any time during the probationary period or any extension thereof, and such discharge shall be deemed to be for just cause without the Employer being required to demonstrate any cause for the exercise of this right. The Employer agrees not to act in a discriminatory manner nor in bad faith in the exercise of this right.

3.04

- (a) The employer shall not use a temporary or part-time employee if it results in the lay-off of a full-time Employee or if it would prevent the recall from lay-off of a full-time Employee or if it would prevent the hiring of a full-time Employee in that classification.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01

The Union recognizes that it is the exclusive function of the Employer to operate and manage its business and direct the work forces.

Without limiting the generality of the preceding paragraph the following rights are included.

- (a) to determine the location, number and size of plants and portions thereof;
- (b) to determine the choice of machines and technical equipment, the procedures and standards of operation and the content of programs;
- (c) to decide the number of employees and the operation schedule;
- (d) to select, hire, promote, transfer, lay-off and to discipline, suspend or discharge an Employee for just and sufficient cause and to maintain order and efficiency of the employees, subject to the right of an Employee to file a grievance;
- (e) to supervise the work force, to make, alter and amend reasonable rules of conduct and procedure for Employees and to enforce same.
- (f) none of the rights set forth in this Article will be exercised in a manner inconsistent with the terms of this Collective Agreement.

4.02

In the event that the Employer seeks to replace an anchor person, the following procedure shall apply:

- (a) the Employee affected shall be informed in writing;
- (b) upon delivery of this notice, the Employer shall select one of the following options:
  - (i) to pay the Employee the lump sum severance payment outlined in (c) below, or
  - (ii) to permit the Employee to exercise his/her seniority to displace a less senior Employee or fill a vacancy in any other job classification other than anchor person, in which the Employee has previously successfully performed the duties of the other classification or

has the ability to perform the job immediately upon reassignment or following a reasonable familiarization period.

Upon such reassignment, the Employee's previous salary will be maintained for the first three months of such reassignment, following which the Employee shall be placed in the rate on the salary scale of his/her new classification which is closest to his/her previous rate;

- (c) an Employee terminated pursuant to this Article shall be entitled to severance pay in accordance with the following terms and conditions:
  - (i) post-probation to five (5) completed years of service – six months.
  - (ii) thereafter, two weeks additional severance pay per six (6) months of service, calculated on a pro rata basis,
  - (iii) the maximum severance payable under this Article shall be twelve (12) months pay,
  - (iv) this severance pay shall be paid by way of a lump sum
  - (v) and partial coverage under the Employer's Omniflex Benefits Program will be continued for the terminated employee for a time period based on one (1) week for each year or part year of Company seniority to a maximum of fifty-two (52) weeks. The only portions of the Employer's Omniflex Benefits Program coverage to be continued are: medical benefits, dental care, vision care, life insurance, accidental death & dismemberment and hospital expense benefits. Those benefits which will not be continued are Long Term Disability and Short Term Disability.
  - (vi) such severance pay and benefits continuation shall include and be in lieu of any notice or severance pay obligations established by the Canada Labour Code;
- (d) an employee terminated pursuant to this Article shall be granted reasonable access to company facilities to produce "air-checks" and such other material which may be required to assist the Employee in securing new employment.
- (e) in the event that an Employee is displaced from his/her job classification by the exercise of these provisions, he/she shall in turn have the right to displace a less senior Employee in a job classification for which the displaced Employee meets the criteria outlined in (b) above;
- (f) the employer shall not use the rights contained in this Article as a substitute for the disciplinary powers contained in Article 6; discipline may only be exercised with just and sufficient cause.

## ARTICLE 5 – GRIEVANCE PROCEDURE

### 5.01 – Purpose

The Employer and the Union recognize that grievances may arise concerning the application, administration, interpretation or an alleged violation of this agreement, in which circumstances the procedure for resolving such a grievance shall be the grievance procedure set forth in this Article.

### 5.02 – Step 1

The difference of interpretation or alleged violation by the Employer or the Union of any of the provisions of this agreement as well as other complaint relating to working conditions shall not be considered a grievance until it has been presented to the Department Head or his/her designee verbally within five (5) working days after the grievance arose or ought reasonably come to the attention of the grievor. The Department Head or his/her designee will respond in writing within five (5) working days with copy to the Union Business Agent. Failing a settlement or satisfactory reply of the grievance, the Employee may proceed to Step 2.

### 5.03 Step 2

Within ten (10) working days from the expiration of the period for the Employer's reply referred to in Step 1, the Union representative shall first submit the grievance in writing to the General Manager.

As soon as possible and within 30 days the parties shall meet to resolve the grievance. The Employer shall render a decision in writing within seven (7) working days after the meeting took place.

### 5.04

If either party, following the exercise of the grievance procedure, wishes to refer a matter to arbitration, it shall, within thirty (30) days of the completion of the last meeting contemplated by the grievance procedure, give to the other party to this agreement, written notice of its intention to arbitrate. The notifying party will supply a list of acceptable arbitrators and the responding party will accept an arbitrator from the list or will suggest another list of arbitrator. If the parties cannot agree the Department of Labour will be canvassed to appoint an arbitrator to hear the matter.

### 5.06

Should no arbitrator from the panel be available, and failing agreement in selecting an alternative arbitrator, either party may request the Minister of Labour to appoint an arbitrator.

### 5.07

The decision of the arbitrator shall be final and binding upon the parties and upon any Employee affected by it.

### 5.08

The parties will jointly bear the expense of an arbitrator in equal portions.

#### 5.09

In determining the time within any step is to be taken under the foregoing provisions of this Article where the phrase "working days" is utilized, Saturdays, Sundays and the recognized statutory holidays shall be excluded. Any and all time limits fixed by this Article may be extended by mutual agreement between the Employer and the Union but the same must be in writing.

#### 5.10

The Employer agrees that after a grievance has been initiated by an employee, that aggrieved Employee will not be required to enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with a company representative.

#### 5.11

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error in processing this grievance through the grievance procedure. The nature of the grievance, the remedy sought, and the section of sections of the agreement which are alleged to have been violated shall be set out in the written record of the grievance and may not be subject to change following the reference to arbitration, provided that the failure to properly identify the appropriate sections of the collective agreement shall not prejudice the determination of the grievance on its merits.

#### 5.12

Absence from work at a mutually convenient point in time subject to the operational requirements of the production process, shall be permitted for the grievor, a steward or the members of the grievance committee, where it is required in connection with the handling of a grievance through the grievance procedure prior to the reference to arbitration under the foregoing provisions of this Article. The Employees in questions shall address their requests for leave from work for these purposes to their immediate supervisor. Time spent in attending grievance meetings with representatives of management shall be limited to that reasonably necessary to fully explain the points of view of the parties regarding the issue in dispute and neither the grievor nor the steward nor the grievance committee (as the case may be) shall suffer any loss of basic pay as a consequence of participation in such a meeting.

#### 5.13

If it is determined by the arbitrator that an Employee has been suspended, discharged or otherwise disciplined without just and sufficient cause, the arbitrator may make any decision which is just and equitable.

#### 5.14

The arbitrator shall have the jurisdiction and authority to interpret and apply the provisions of this agreement insofar as shall be necessary to the determination of the grievance or dispute, but shall not have any jurisdiction or authority to alter in any way or to add to or subtract from or to amend any of the terms of this agreement.

5.15

The Employer agrees that Employees exercising their rights under provisions of this Article do so without prejudice to their relationship with the Employer.

5.16

The parties hereby agree to an Expedited Mediation/Arbitration Procedure as follows:

- (a) The parties undertake to refer all grievances which are still outstanding subsequent to either STEP 2 OR Article 5.04 of the Grievance Procedure to this Expedited Mediation/Arbitration Procedure. Either party can exercise its right to proceed to formal arbitration regardless of this Article; however, the parties anticipate that this would normally apply only to dismissal grievances.
- (b) The parties agree that the Expedited Mediation/Arbitration Procedure is an informal and accelerated dispute resolution mechanism to facilitate a speedy settlement of grievances by a sole mediator/arbitrator referred to as “the Chair”.
- (c) The sole mediator/arbitrator shall be Bruce Outhouse. In the event that Bruce Outhouse cannot meet with the parties the parties shall request another arbitrator, selected in accordance with Article 5.05, to assist the parties in accordance with this Expedited Mediation/Arbitration Procedure.
- (d) The grievance shall be presented at hearings held under this procedure by representative(s) of the Company and the Union and neither party will designate a representative who is a dues paying member of any Law Society.
- (e) The parties shall meet at least one week prior to the hearing in order to exchange: a copy of any document they intend to use during the hearing (including precedents, authorities) and a list of witnesses. This meeting shall also be used for the purpose of reviewing the grievance and, in collaboration, endeavoring to establish an Agreed Joint Statement of Facts. If either party becomes aware of additional information after this meeting then the other party shall be advised of that information immediately.
- (f) The parties shall endeavor to minimize the use of witnesses in the Expedited Mediation/Arbitration Procedure.
- (g) The other provisions of the Collective Agreement shall fully apply to the Expedited Mediation/Arbitration Procedure except to the extent they are modified by this Article.
- (h) The hearing shall be governed by the following parameters:
  - (i) Pursuant to item (e) above, a brief of the documents, precedents, authorities, list of witnesses and, if possible, an Agreed Joint Statement of Facts will be provided to the Chair at least a day prior to the scheduled hearing.
  - (ii) All presentations are to be short and concise with:

- (a) A comprehensive Opening Statement that deals with the facts and Articles of the Collective Agreement upon which reliance is placed.
  - (b) The response to the Opening Statement will cover any facts which are in dispute and any additional facts.
  - (c) As most facts will have been agreed upon, witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.
  - (d) Arguments will be presented only to points in issue and should not exceed one hour in duration or five typed pages of single spacing.
  - (e) Unless both parties agree, written submissions, precedent's or authorities shall not be delivered to the Chair after the hearing.
  - (f) The Chair shall have the power to accept any evidence which is believed to be reliable and relevant, whether allowed as evidence in a Court of Law or not, and shall give it the appropriate consideration and weight in reaching a decision.
  - (g) The hearing will be conducted in an informal manner.
  - (h) The parties will endeavor to ensure that the hearing does not exceed eight hours.
    - (i) In addition, the Chair is encouraged to mediate the issue at any stage as the representatives have the authority to settle the issue at the table.
- (I) At the conclusion of the hearing the Chair's decision shall be in accordance with the following parameters:
- (i) Rendered verbally either immediately or, at the latest, within three days of the hearing.
  - (ii) Confirmed in writing within three calendar weeks of the hearing.
  - (iii) The written decision shall set forth a brief explanation of the facts and the terms of the Collective Agreement and/or law relied upon for the decision.
  - (iv) Without precedent or prejudice to future proceedings unless otherwise agreed In writing by the parties.
  - (v) Binding on both parties.
  - (vi) Consistent with the terms of the Collective Agreement

## ARTICLE 6 – DISCIPLINE

### 6.01- Just and Sufficient Cause

No Employee shall be disciplined in any manner, dismissed, demoted, suspended, nor have his/her contract terminated except for just and sufficient cause or in accordance with the non-disciplinary provisions of Article 4.02.

### 6.02 – Reasons for Discipline or Dismissal

- (a) In all cases of discipline or dismissal, the burden or proof of just and sufficient cause shall rest with the Employer. Notice of any disciplinary action shall be in writing and shall set forth the reasons for the action taken.
- (b) Discipline or dismissal may be subject to formal grievance procedures as outlined in Article 5. A copy of the written notice of discipline or dismissal shall be forwarded to the Local Union Business Representative within five days of the action having been taken.

### 6.03

All references to disciplinary action shall be removed from the employee's Personnel File after eighteen (18) months of the date of such action being taken, provided that there has been no further disciplinary action of the same offence.

### 6.04

A bargaining unit Employee shall, upon reasonable request, be permitted to review his/her personnel file in the presence of a designated employer representative.

### 6.05

At the Employees discretion, he/she may take an available Union representative with him/her to any disciplinary meeting involving his/her supervisor or management personnel.

## ARTICLE 7 – SENIORITY

### 7.01

- (a) "Seniority" shall be defined as the total length of an Employee's service in the bargaining unit calculated as the elapsed time from the time he/she was hired, unless his/her seniority was broken in which event, subject to provisions elsewhere in this Article, the calculations shall be from the date he/she returned to work following the last break in his/her seniority

Company seniority shall be determined by the net credited service (NCS) as shown on the Company records and shall apply to Articles 4.02 (c) (v), 13.09 and 14.01.

- (b) For the purposes of this Article, these are the seniority groups and the job classifications contained therein:

Group 1 – Anchor Persons

Group 2 – Video Journalist, Digital Coordinator, Digital Producer

Group 3 – Senior Video Journalist

Group 4 – Video Journalist/Anchor

Group 5 – Program Producers, Digital Promotions Producer, **Multi-Platform Producer**

Group 6 – Directors

Group 7 – Researchers

Group 8 – Researcher/Field Producers

Group 9 – Production Assistants

Group 10 – Writer/Producers

Group 11 – Commercial Producers

Group 12 – Senior Commercial Producers

Group 13 – Continuity Writers

Group 14 – Promotions Producers

Group 15 – Senior Promotions Producers

Group 16 – Promotion Assistants

Group 17 – Senior Production Assistant

- (c) Within thirty days of the execution of this agreement, the Employer shall prepare and post seniority lists for each seniority group. Any individual who wishes to question his/her placement on these seniority lists shall have thirty days from the date of posting to communicate his/her questions in writing to the office of the director of news and public affairs/special programs or the office of the production/operations manager. These lists shall be updated as to any changes and reported on a semi-annual basis (September 1 and March 1) thereafter.

#### 7.02 – Lay-Off

- (a) “Lay-off” shall mean a reduction in the work force;

- (b) (i) where the Employer determines that a vacancy exists in a job classification from which an employee is on lay-off, no new Employee will be hired until the Employee laid-off has been recalled,
- (ii) where the Employer determines that a vacancy exists in a job classification other than that from which an Employee is on lay-off, no new Employee will be hired until the employee laid off has been given an opportunity to apply for the vacant position. Such application shall be assessed pursuant to the provisions of Article 7.02 (c).
- (iii) nothing in the Article 7.02 (b) is intended to preclude the Employer from temporarily filling the vacancy pending completion of the recall or application process;
- (c) An Employee laid-off in one seniority group may exercise his/her seniority to displace an Employee in any other seniority group (except anchor person) if the Employee he/she seeks to displace has less seniority and if the senior Employee has previously successfully performed the duties of the other classification or has the ability to perform the job immediately upon lay-off or following a reasonable familiarization period;
- (d) An Employee displaced by the operation of these provisions shall in turn have the right to seek to displace Employees with less seniority in any job classification (except anchor person) pursuant to the procedure in (c) above.
- (e) The only job classification exempt from this lay-off and displacement procedure is the classification of anchor person. Anchor persons whose incumbent duties and responsibilities are eliminated shall be removed from the classification of anchor person irrespective of their seniority and shall have the right to displace Employees with less seniority in any other job classification if the anchor person has previously successfully performed the duties of the other classification or has the ability to perform the job immediately upon lay-off or following a reasonable familiarization period. If there is no classification in which an anchor person may displace another Employee, severance as per Article 4.02 (c) shall apply. Employees in the classification anchor person may not be displaced by other bargaining unit Employees through the exercise of this seniority system;
- (f) An Employee who has reverted through lay-off to a lower rate job classification shall receive the salary in his/her new job classification which is closest to his/her previous salary and shall progress up the salary scale in his/her new job classification on the anniversary date of his/her former job classification.

### 7.03 – Notice of Lay-Off

The Employer shall give Employees who are to be laid-off as much advance notice as possible and in no case less than sixty (60) days. The Employer shall forward a copy of this notice to the Halifax branch office of the Union at the same time as it notifies the Employee(s) affected. During the period of notice, Employees may be granted reasonable time off with pay to seek other employment. The Employee shall also be granted the use of company facilities to produce “air-checks” and such other materials as may be required to assist the Employee in securing new employment.

#### 7.04 – Service Outside the Unit

- (a) No Employee shall be transferred to a position outside the bargaining unit without his/her consent.
- (b) If an Employee is transferred to a position outside the bargaining unit, he/she shall retain the seniority he/she accumulated up to the date of leaving the unit, but will not accumulate any further seniority. If this Employee later returns to the bargaining unit within six months of departure, he/she will continue to accumulate seniority from the date he/she assumes the position, which shall be added to his/her previously accumulated seniority.
- (c) Six months after an Employee's return to the bargaining unit from employment elsewhere with the Employer or its associated companies his/her service outside the bargaining unit shall be converted to seniority for the purposes of this agreement.

#### 7.05 – Loss of Seniority

An Employee shall lose his/her seniority only in the event that he/she is discharged for just and sufficient cause or he/she voluntarily resigns and is not subsequently reemployed so that the provisions of Article 7.04, above, apply; provided that seniority shall not be terminated contrary to the Canada Labour Code. An Employee who is laid-off retains seniority for a period of twelve months plus such additional time worked on a temporary or part-time basis after the layoff, when converted to days. Upon the expiration of that twelve-month period plus any additional converted time the Employee will be considered as having had his/her employment with the Employer terminated.

#### 7.06

Employees on lay-off shall be informed in writing by registered mail to which receipt was acknowledged of any recall to or job vacancies in the bargaining unit, temporary or otherwise, and shall have five (5) days of such longer period of time as the Employer may allow from receipt of the notice in which to report for work or to apply for the vacant position. If the Employee fails to report for work within this specified period and has not been recalled to a lower paying position or a non-permanent position, he/she shall lose any right of re-employment.

### ARTICLE 8 – NO STRIKES OR LOCKOUTS

#### 8.01

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union will not cause nor permit its members to cause, a slow-down or a strike of any of the Employer's operations during the term of this agreement. The Employer will not effect, engage in or permit a lockout of its Employees who are members of this bargaining unit during the term of this agreement.

## 8.02

No Employee shall be transferred or required to go to any property in order to carry out work to assist the operations where a legal strike or a lockout is in progress. No Employee shall be required to perform work normally performed by members of another bargaining unit who are on a legal strike or who have been locked out. The Union will not instruct any Employee to cease work for the purpose of joining or assisting any strike which may exist at any other place. The Employer and the Union agree that no Employee shall be penalized in any manner for crossing or refusing to cross a picket line where the Employee has reasonable grounds for believing his/her personal safety is threatened.

## ARTICLE 9 – TRAVEL

### 9.01 – Travel Time

Travel time on CTV/CTV2 business, excluding commuting between residence and normal place of work, shall be counted as time worked.

### 9.02

The Employer, upon presentation of receipts shall reimburse each Employee for all necessary in-town and out-of-town travelling and other expenses when such travel and expense is authorized by the Employer.

### 9.03

An Employee shall not be required to use his/her own automobile on Employer business unless he/she consents to do so. When the Employee agrees to use his/her automobile for transportation in connection with his/her assigned duties, the Employer shall reimburse such Employee for miles/kilometers driven at the rate being paid by the Employer at the time for such use.

When an employee, on Company business, is involved in an accident resulting in damage to his car and the amount of the damage cannot be recovered from any other person or persons, the Company shall reimburse the employee for the deductible amount of his insurance plan to a maximum of two hundred and fifty dollars (\$250.00), provided the employee is not convicted of having committed a criminal or motor vehicle offence in relation to the accident.

### 9.04

All authorized and/or approved travel expenses will be provided in accordance with the Employer's procedures. . An Employee shall, whenever possible, submit a claim for overtime and/or expenses within two (2) weeks of the event giving rise to the claim

9.05

Employees on authorized out-of-town assignments who receive overnight accommodations shall receive single occupancy accommodations at the Employer's expense where available at the locations concerned.

9.06

The Employer will reimburse an Employee for tickets resulting from parking violations that were justifiably incurred as a result of performing an assignment, if the tickets are presented to the Employer within the initial period provided for payment of some. If not presented within the provided period, the Employer will pay only the amount of the initial charge. Payment will not be approved unless an explanation of the circumstances leading to the ticket is provided in writing at the time of the request for reimbursement.

9.07

In the event that an Employee is requested to perform an assignment at a location outside mainland Nova Scotia, he/she may enter into an agreement with the Employer regarding the terms of such assignment which includes a waiver of the provisions of this agreement regarding scheduling, hours of work and overtime.

9.08

The Company will pay reasonable relocation expenses for Employees transferred from one location to another.

9.09

(a) When employees are on an out-of-town assignment; or, on an out-of-the-station assignment and, with their Supervisor's approval are unable to return to the station for a meal period, the Employer will make the following meal payments:

Breakfast	-	\$16.00
Lunch	-	\$25.00
Dinner	-	\$32.00
Overnight Out of Town	-	\$30.00

(b) An employee is not entitled to the above payment if the Employer pays the costs of the meal or a reasonably adequate meal is otherwise provided at no cost to the Employee.

(c) In addition, an employee on an out-of-town assignment requiring an overnight stay shall receive an incidental allowance of \$25.00 per day.

(d) When a non-self-assigning Employee is required by the Employer to work through his/her scheduled meal period and is unable to take a replacement meal period within two (2) hours of

the scheduled start time of his/her normal meal period, the Employee is entitled to receive a meal allowance of \$15.00.

- (e) Receipts are not required for expenses incurred under the entitlements outlined in subparagraphs 9.09 (a), (c) and (d) above.
- (f) Expenses for out-of-town assignments are paid from the time of leaving the normal place of work until return. In cases where the stay is extended for reasons not related to the Employer's business, claims shall be made as if the extension had not occurred.
- (g) Special Expenses – Employees shall be reimbursed for any expenses other than those covered by (a) and (c) above which may reasonably be incurred during an out-of-town assignment. These expenses may include, but are not limited to, vehicle rentals for Video Journalists, justifiable entertainment expenses, excess baggage costs, and rental or purchasing of equipment or materials required by a producer. Where possible, advances shall be provided and prior authorization shall be received.
- (h) Employees on assignment outside of Canada will receive the expense allotments in Article 9.09(a), (c) and/or (g), as applicable. Costs of currency conversion or purchase of foreign funds for expenses contemplated in (g) will be reimbursed upon submission of receipts on an expense statement.

#### ARTICLE 10 – WARDROBE

##### 10.01

1. A regular full time employee required to perform on-air will be reimbursed for the cost of each article of new clothing, footwear, professional makeup materials and dry cleaning up to a total Company share of \$2530.00 per year (\$3096.50 per year for Anchorpersons) on an annual basis. Part of this allowance may also be utilized for hair treatment for employees in the Host, Co-host, Anchorperson, Video Journalist, Senior Video Journalist and Video Journalist/Anchor categories. Payment will be made upon the provision of receipts. Employees required to perform on-air shall not change their personal appearance (e.g. glasses, contacts, hair style) without the prior approval of management. The year shall be January 1 to December 31 and there shall be no carryover of costs from one year to the next. Payment will be made upon the provision of detailed or itemized receipts and all clothing purchased must be approved for on-air acceptability by management. Receipts for clothing allowance provided for this Article shall be submitted in the Company's expense management system within 60 days of incurring expenses, employees must make every effort to follow the timelines. Expenses will be reimbursed within 30 days of approval. Exceptions will be considered at the discretion of management.

For the purposes of determining entitlement to the wardrobe, footwear, makeup and dry cleaning allowances (Article 14.5) for temporary or part-time employees, calculation shall be made on a quarterly basis. Each thirteen (13) weeks, the number of hours worked by the temporary or part-time employee shall be divided by five hundred and twenty (520) to determine the percentage of allowance entitlement. This figure shall then be multiplied by five hundred dollars (\$500.00) and the amount so determined shall be given to the temporary or

part-time employee, subject to the provision of receipts and approval of clothing for on-air acceptability by management.

2. The Company, at its sole discretion, may arrange to have a wardrobe supplied to an Anchorperson(s) instead of providing the reimbursement as described in Article 10.01, 1.

#### 10.02

- (a) The Employer shall provide adequate protective clothing and/or safety devices to Employees working outside the station, on special assignment or assignments of prolonged duration or under such other conditions as might reasonably be expected to require their use.
- (b) The protective clothing shall be the property of the Employer and at the Employer's discretion, may be kept at the station and signed out by individual Employees.

#### 10.03

- (a) All employees who have successfully passed their probationary period and are expected to work regularly outside will be given winter coats and safety footwear. The employer agrees to maintain a sufficient supply of rain gear for use by employees upon their request. It is understood that such protective clothing is and shall remain the property of the Employer and shall be returned in good condition after each use. (allowing for reasonable wear and tear) This company provided clothing shall not be part of the clothing allowance as provided in Articles 10, 3.01 and 3.02.

### ARTICLE 11 – JOB POSTINGS

#### 11.01 – Vacancies

- (a) The Union and the Employer agree that when the Employer determines that a vacancy exists in a classification within the bargaining unit, the Employees in the Bargaining Unit shall be given an opportunity to apply for the job. The Employer will post for at least five days (120 hours) notice of the vacancy and Employees may file applications for the position.
- (b) Qualifications for a given job classification and position which can be identified and objectively articulated shall be included in the notice posted.
- (c) It shall be the exclusive function of the Employer to assess the qualifications, training, experience, talent and abilities of all applicants both from within the bargaining unit and otherwise, for any given job opening and to award the position to the applicant who, in its opinion, best meets the requirements of the job. This function must be exercised in a bona fide, non-arbitrary and non-discriminatory manner.
- (d) An unsuccessful applicant shall be given a written explanation outlining the reasons(s) he/she was not deemed to be the most suitable person for the vacant position, subject to the right of the employee to file a grievance.

## 11.02

A position shall not be considered vacant when the incumbent is absent from work because of sickness, accident, leave of absence authorized by this agreement or by management, vacation, or a special event requiring prolonged travel outside the station. However, if it is known that an Employee is to be absent from work for any of the above mentioned reasons, except for vacation or special event, for more than ninety (90) days and the Employer does not chose to forego a replacement, then the position shall be posted as a non-permanent position and the provisions of Article 11.01 shall apply. Upon completion of the non-permanent placement, the employee shall return to his/her former position.

## 11.03

If during the first sixty days, the successful applicant does not perform satisfactorily in the posted position or wishes to return to his/her former position, then he/she shall revert to his/her former position and the Employee who originally filled the resulting vacancy shall be returned to his/her former position unless, in either case, the Employees and the Employer reach a mutually agreeable reassignment.

## ARTICLE 12 – OUTSIDE WORK

### 12.01

Prior approval must be obtained from the Employer should an Employee wish to engage in work outside of the Employee's hours of work for the Employer, where the nature of the proposed work pertains to the business of the Company or where the Employee exploits his/her connection with the Employer in the course of such activities or where such activities could affect his/her work for the Employer.

## ARTICLE 13 – EMPLOYEE BENEFITS

### 13.01 – Health and Welfare

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

- i) the health, life and accident insurance covered under the Omniflex Benefits Program
- ii) the Disability Plans
- iii) The Bell Defined contribution Pension Plan

- (b) Effective January 1, 2013, all full time employees will enroll in the Company's Omniflex Benefits Plan. The following will also apply:
- i) Enrollment is online.
  - ii) Employees choose their benefits to suit their own situation.
  - iii) A choice of options is available for single and family coverage.
  - iv) Employees choose health care, life and accident insurance and personal travel insurance.
  - v) Employees can use a Health Reimbursement Account to cover health care expenses not reimbursed by other plans.
  - vi) Company to deposit ~~500~~ Flex Dollars every program year for employees to use in benefits selection.
  - vii) Orthodontics for employees who have been both approved for treatment and for whom treatment has started before December 31, 2012 will be grandfathered.
  - viii) The previous employee paid twenty percent (20%) of benefit plan premium is no longer applicable.
  - ix) Short Term Disability (STD) benefit coverage subsequent to the Article 13.03 Sickness Absence shall be:
    - 1) one hundred percent (100%) base salary for eight (8) weeks; and,
    - 2) eighty percent (80%) base salary for eighteen (18) weeks followed by Long Term Disability (LTD) coverage.
    - 3) LTD coverage represents sixty-six and two thirds percent (66 2/3%) of base salary in effect before disability, payable until employee recovers or attains age sixty-five (65); and, includes disability payments from other sources.
    - 4) Previous employee paid one hundred percent (100%) of LTD premium is no longer applicable as Company pays the LTD.

#### 13.02 – Pension

Effective January 1, 2013, all full time employees shall participate in the Bell Defined contribution Pension Plan and will cease to participate in their former Defined contribution or Defined Benefit Pension plans.

Effective January 1, 2013, those full time employees who were not participating in a Pension Plan shall participate in the Bell Defined contribution Pension Plan.

The following will also apply:

i) The Bell Defined contribution Pension Plan has contribution combinations as follows:

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

ii) All new full time employees hired after January 1, 2013 will participate in the Bell Defined contribution Pension Plan after completing a term of employment of three (3) months.

iii) An employee(s) who is on Short Term Disability or Long Term Disability as of January 1, 2013 and who is also a member of the Defined Benefit Pension Plan will continue to participate in the Defined Benefit Pension Plan up to his return from disability.

iv) Employees who are in the Defined Benefit Pension Plan will be entitled to a Special Retirement Allowance (SRA) which is payable upon the employee's: Retirement from Bell Media Inc., pre-retirement, death or involuntary employment termination, which includes layoff. The SRA is not payable:

- 1) in case of voluntary termination before the age 55;
- 2) to employees who are on Long Term Disability prior to December 31, 2013 and continue on Long Term Disability thereafter;
- 3) For those 64 and over, the SRA will be payable for a maximum of one (1) year of service (even if they retire later).

v) The Company confirms that it will secure the SRA through a Retirement Compensation Agreement (RCA) as defined under the Income Tax Act. The Company will fund the SRA on an annual basis through a RCA via a separate trust.

vi) The Defined Benefit Pension Plan shall provide a benefit to all employees who are enrolled in the plan and it shall be the Company's obligation to fully fund the plan in accordance with all Federal and Provincial statutes.

### 13.03 – Sickness Absence

(a) i) An employee absent for illness, injury or quarantine shall inform the Company of his/her absence as soon as possible and shall indicate the cause of his/her absence and, if possible, the time he/she may report back to work.

ii) In order to receive and/or continue to receive Sickness absence, Short Term Disability or Long Term Disability benefits, an employee is required to provide such medical substantiation as is required and/or acceptable to the Company.

iii) Absence Due to Sickness, Injury or Quarantine Prior to the Eighth (8<sup>th</sup>) Full Calendar Day of Absence

An employee who is absent on account of sickness, injury or quarantine, shall be paid for continuous absence prior to the eighth (8<sup>th</sup>) full calendar day of such absence. An employee shall provide a medical certificate acceptable to the Company of his/her sickness, injury or quarantine, if requested to do so by the Company.

iv) Absence Due to Sickness, Injury or Quarantine on or after the Eighth (8<sup>th</sup>) Full Calendar Day of Absence

Upon the eighth (8<sup>th</sup>) full calendar day of absence such an absence shall be treated in accordance with applicable Company practices currently in effect, or as amended from time to time following notification to the Union.

(b) Absence because of illness or incapacity for up to six (6) months shall not interrupt the accumulation of an employee's vacation credits.

#### 13.04 – Maternity/Parental Leave

If there is a greater benefit under Federal Labour Standards than is provided in this article, then the Federal Labour Standards will apply.

(a) Every Employee who has completed six (6) consecutive months of continuous employment by the Employer shall be entitled to maternity leave without pay consisting of a period not exceeding seventeen (17) weeks if confinement occurs on or before the date of expected delivery specified in the certificate (subparagraph (c) or the aggregate of seventeen (17) weeks and an additional period equal to the period between the anticipated date and the actual date of delivery, if the confinement occurs after the date specified in the certificate. Maternity leave shall begin no earlier than eleven (11) weeks before the anticipated date of delivery set out in the certificate.

(b) Employees who are natural or adoptive parents, having completed six (6) consecutive months of employment and who also assume active care and custody of a newborn or newly adopted child are entitled to parental leave without pay of up to thirty-five (35) weeks. Such childcare leave may be in addition to maternity leave.

(c) Application for such leave shall be made four (4) weeks in advance of the first (1<sup>st</sup>) day of leave. Such application will be accompanied by a practitioner's letter disclosing the date of delivery or adoption.

(d) During maternity and/or adoption leave, the benefits provided in Article 13.01 (b) shall continue.

- (e) Inability to work because of pregnancy shall not be considered as sickness absence or short term disability; however, should illness occur as a result of pregnancy, then it shall be covered under Article 13.01 (b) and Article 13.03 (a). If a physician verified illness predates the commencement of maternity leave then sickness absence or short term disability applies until the illness is physician verified as over; if the illness postdates the commencement of maternity leave then no sickness absence or short term disability will be paid until the maternity leave or child care leave applied for expires.
- (f) An employee who has completed six (6) consecutive months of continuous employment with the Company and who meets the condition of eligibility contained in the applicable company practices, shall receive an allowance under the Supplemental Allowance Plan (SAP) as follows:
  - i) up to seventeen (17) weeks for Maternity Leave; or,
  - ii) up to twelve (12) weeks for Parental Leave.
  - iii) SAP benefits plus Employment Insurance (EI) replace sixty-seven percent (67%) of the employee's base rate of pay.

#### 13.05

The Employer may require an Employee to undergo a medical examination on company time and at its expense. This may be required when the Employer has reasonable grounds to believe that an Employee's state of health is impairing the performance of his or her duties or as a safeguard for other members of the staff or to determine the cause of excessive absenteeism.

#### 13.06 – Bereavement Leave

- (a) In the event of the death of the member of the Employee's immediate family (ie. spouse, parent, guardian or child), bereavement leave on any of his/her normal working days that occur during the five (5) working days immediately following the death shall be granted, with pay. In the event of the death of an Employee's sister, brother, father-in-law, mother-in-law, grandparent or grandchild, and any relative currently residing in the Employee's household, or with whom the Employee resided, bereavement leave on any of his/her normal working days that occur during the three (3) working days immediately following the death shall be granted, with pay.
- (b) In the event of the death of an Employee's brother-in-law, sister-in-law the Employee shall be granted one (1) day of bereavement leave, with pay, provided the funeral is on one of the Employee's regularly scheduled workdays, and the Employee attends the funeral.
- (c) In exceptional circumstances, an extension to these time periods may be granted, at the sole discretion of the Company.

#### 13.07

The Company will grant leave with pay to an Employee for medical, dental and eye appointments where sufficient notice for rescheduling is given by the Employee. Employees shall, whenever possible, schedule such appointments for times other than their scheduled work hours.

### 13.08

An employee required to serve as a juror, or subpoenaed as a witness in any legal proceeding other than an arbitration hearing conducted pursuant to this Collective Agreement shall be considered as being on leave with pay, with any remuneration (except those monies allocated for travel or meals) received by the employee from the Court or the parties subpoenaing, as the case may be, to be paid to the Company.

### 13.09 – Severance Pay and Resignations

(a) Where an Employee with more than 2 years of services is terminated by virtue of a lay-off by the Employer will give a sixty (60) days written notice. In lieu of sixty (60) days notice, any combination of paid out days and days of notice combined to add up to 60 days either paid or worked may be given.

b) Where an Employee with less than 2 years of services is terminated by virtue of a lay-off by the Employer will give a thirty (30) days written notice . In lieu of thirty (30) days notice, any combination of paid out days and days of notice combined to add up to 30 days either paid or worked may be given.

c) In addition, the employee is entitled to a severance payment and benefits coverage continuation based on the following formula:

- 1) Severance pay in the amount of three (3) times regular weekly salary for each year or part year of continuous service with credit for an incomplete year on a pro-rated basis, to a maximum of sixty (60) weeks of severance pay.
- 2) Continuation of medical and dental benefits with the exception of Short-Term Disability, Long Term Disability and Life Insurance, for a maximum period of six (6) months.

The Employee shall be paid their full severance payment in one (1) lump sum.

In the event that he/she is called back to work, and his/her severance payment has not been paid out, the severance will continue to accumulate inclusive of any severance already earned and not paid. In the event that the employee has been called back to work after the one-time payment, the employee will accumulate new severance as of the first day worked after being recalled.

(b) Employees are expected to give notice in writing to their appropriate Department Head or the General Manager, of their intention to resign their employment with the Company. The amounts of such notice shall be in accordance with the following table:

Anchor persons	- 8 weeks
All other employees	- 4 weeks

Notwithstanding Article 2.02 which states that individual contracts shall only contain terms and conditions which are in excess of the terms of this Agreement, the Employer and an Employee may agree, in an individual contract executed after the date of the signing of this Agreement, to include a clause which requires a longer notice period than those above stipulated.

13.10

The Company will consider requests for specified leave for emergencies (e.g. critical illness in the immediate family, severe property damage), however, the granting of such leave will be at the sole discretion of the Company but shall not be unreasonably withheld.

#### ARTICLE 14 – ANNUAL VACATION

14.01

(a) Effective January 1, 2013, the existing vacation entitlement accrual will be replaced with the following annual vacation entitlements:

Years of Service	Vacation Days
Less than 1	1.5 days per month for a maximum of 15 days*
1 - 6	15 days
7 - 11	20 days
12 - 17	23 days
18 - 24	25 days
25 and above	30 days

\*Vacation is prorated according to portion of calendar year worked (1.5 days per month for a maximum of fifteen (15) days). If the hiring date is between the 1<sup>st</sup> and the 15<sup>th</sup>, the entire month will be considered in the vacation calculation. If the hire date is after the 15<sup>th</sup>, the current month will then be excluded from the calculation.

An employee's vacation entitlement is determined by Company Seniority (i.e. net credited service).

(b) An employee shall be credited on January 1<sup>st</sup> with the calendar year credits. An employee attaining a milestone within the forthcoming calendar year shall be credited with the milestone on January 1<sup>st</sup>.

- (c) Employees with a vacation entitlement that is greater than the vacation entitlement as of January 1, 2013, will be grandfathered at their existing vacation entitlement until they reach the next higher vacation entitlement level based on their years of service.
- (d) Any absence while on maternity leave, parental leave or while receiving short-term disability benefits for either sickness or accident is considered as though the employee has been at work for the purpose of calculating vacation earned, but only if the employee returns to work after the absence or goes from Short-Term Disability to Long Term-Disability.
- (e) For employees proceeding on a maternity or parental leave that is expected to extend beyond December of the year a vacation was earned, any earned vacation should be taken prior to the start of the leave. Unused prior-year vacation, including such vacation earned while on the leave, should be taken at the end of the leave, before the employee physically returns to work.

#### 14.02 – Vacation Scheduling

- (a) The vacation year shall be from January 1 of the calendar year in which the vacation is earned to April 30 of the following calendar year. Employees shall indicate to their Department Head or designate, in writing, by January 15th of each calendar year, their preference for their vacation schedule. Taking into account such Employees' preferences and the operational needs of the Company, the Company will prepare and post a vacation schedule by February 28th of that same year responding to all requests received. Where preferences within a seniority group conflict, seniority shall govern provided that if an Employee has more than three (3) weeks vacation entitlement, he/she shall receive preference of selection of vacation dates to a maximum of three (3) consecutive weeks of his/her entitlement.
- (b) The Company will work with the Union as per the terms of the Letter of Agreement 8 – Vacation Grouping Committee, to establish "vacation groups". The Company has final determination of vacation groups.
- (c) The Company will provide a list annually for all employees indicating who is in each vacation group by name as to enable the employees to work out vacation preferences within their group before making their vacation request(s) to the Company. The Company has final determination of the vacation schedule.
- (d) Should the Employee agree to cancel any portion of vacation at the Company's request, such vacation may be carried over to the following year's vacation period

#### 14.03

If employment is terminated involuntarily, all earned vacation credits shall be paid out in cash.

If an employee quits, it is understood vacation credits not taken prior to leaving the Company will not be paid except for what is required by the Canada Labor Code, four percent (4%) or six percent (6%), if applicable. In such circumstances, the employee's vacation eligibility before leaving the Company is

prorated according to the portion of the year worked. If, prior to quitting, the employee took vacation that was not earned then it must be paid back by the employee.

#### 14.04 – Paid Holidays

(a) The holidays to be considered as paid shall be as follows:

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Canada Day
5. Civic Holiday (First Monday in August)
6. Labour Day
7. Thanksgiving Day
8. Christmas Day
9. Boxing Day
10. National Day for Truth and Reconciliation

In addition to the Holidays listed above, employees are eligible for up to two (2) Personal Floater Days per calendar year.

Eligibility to Personal Floater Days is determined as follows:

- i) the employee is eligible to two (2) Personal Floater Days if actively at work for at least nine (9) months in the calendar year;
- ii) the employee is eligible to one (1) Personal Floater Day if actively at work for at least three (3) months in the calendar year;
- iii) the employee is not eligible to Personal Floater Days if actively at work for less than three (3) months in the calendar year.

Personal Floater days not taken during the calendar year are forfeited and cannot be carried over from one calendar year to another unless an employee submits a carry-over request that is subject to the approval of the General Manager. Such requests must be submitted before November 30<sup>th</sup> and list the reason(s) why the employee was unable to use the day(s) in-year.

Paid Holidays will be recognized as of the calendar date for credit entitlement purpose.

(b) Full-time employees who advise the Company, upon hiring or after, providing three (3) months notice, that for ethnic racial or religious reasons they hereinafter wish to observe a holiday other than those in Clause 14.04 (a), may request that one of the holidays with pay and/or the additional holiday will be considered as a normal working day and that another day be substituted and that the substituted holiday shall be treated as a holiday with pay for the purpose of this Agreement.

#### 14.05 – Working on a Holiday

- (a) An Employee who works on a designated holiday which is a scheduled day of work shall be compensated at the rate of double time and a half for hours worked or one and one-half times for hours worked plus a day off in lieu of the holiday, the choice to be at the Employees discretion and subject to operational requirements and approved by the employer.
- (b) An Employee who works on a designated holiday which is normally a day off shall be compensated at the rate of 3.5 times his/her normal hourly rate for hours worked or 2.5 times his/her normal hourly rate for hours worked plus one day off in lieu of the holiday, the choice to be made at the Employees discretion and subject to operational requirements and approved by the employer .
- (c) All hours worked beyond eight (8) hours, on a statutory holiday will be compensated for at an hourly rate greater by one-half that Employee's normal hourly rate than the hourly rate for which that Employee was compensated for the first eight (8) hours of work on that statutory holiday.

#### 14.06 – Day of Rest

When a paid holiday falls on an Employee's Day of rest, the Employee shall be entitled to a day off with pay in lieu or two (2) days' pay, the choice to be at the Employer's discretion.

#### 14.07

An Employee on vacation on a paid holiday shall be entitled to an additional day off which shall be scheduled as a lieu day or two (2) days' pay, the choice to be at the Employer's discretion.

#### 14.08 – Christmas and New Year's

The Employer agrees to make every reasonable effort to ensure that Employee shall not be required to work on both Christmas Day and the following New Year's Day.

#### 14.09 – Scheduling Lieu Day

Notwithstanding the provisions of Articles 14.05, 14.06 and 14.07, the Employee shall have the right to require that up to a maximum of five (5) lieu days earned in the vacation year (May 1 – April 30) are to be taken as time off. These five (5), and any additional earned lieu days that are determined by the Employer to be taken as time off, shall be scheduled by mutual agreement between the Employee and his/her supervisor. These lieu days may be taken in single days or in groups of days. The considerations to be weighted are the employer's operational requirements and the Employee's personal preference.

Lieu days must be taken in time or in money within twelve (12) months of the days having been earned.

## ARTICLE 15 – HOURS OF WORK AND OVERTIME

### 15.01 – Purpose

- (a) These provisions are intended to recognize that some Employees may be self-assigning with respect to the hours they schedule in carrying out their duties while others may be expected to adhere to regular hours of work. Accordingly, reporting systems, hours of work, and entitlement to overtime may differ among the job classifications.
- (b) There shall be no partial reduction of hours during the life of this agreement.

### 15.02 – Definitions

- (a) “overtime” means work performed by an Employee in excess of his/her regularly scheduled daily or weekly hours of work, as outlined in Article 15.03.
- (b) “straight-time rate” means the rate of pay prorated on an hourly basis.
- (c) “time and one-half” means one- and one-half times the straight time rate.
- (d) “double time” means two (2) times the straight-time rate.

### 15.03

- (a) The regular work week for all Employees will be forty (40) hours. Such Employees will be scheduled to work five (5) shifts a work week. The work week will commence at 12:01 a.m. Sunday. There shall be two (2) consecutive days off per combination of work week and calendar week, with the emphasis being placed on the calendar week, except when an employee is scheduled to work Monday through Sunday with the following Monday and Tuesday as days off.
- (b) A self assigning Employee is an Employee whose work requirements permit his/her to schedule and control his/her own hours of work in the discharge of his/her duties. A “self assigning Employee” may initiate the scheduling of his/her own working hours, including start and stop times, length of work day, and days of rest; overtime shall be payable after 40 hours over 5 days in a given work week. The Employer may designate as self assigning an Employee who is normally “assigned” if this Employee is working on an out-of-town assignment overnight. A “self assigning Employee” shall submit a record of time worked at the end of each week unless he/she is working outside the station, in which case he/she shall submit this record upon his/her return or on a biweekly basis.
- (c) For self assigning Employees, accrued overtime may be compensated by payment at the rate it was earned as per Article 15.11 or by time off with pay from the regular weekly hours in an amount equivalent to the rate it was earned as per Article 15.11 times the actual hours of

overtime worked, as mutually agreed. If mutual agreement cannot be reached within one year of the overtime being worked, then the Employer will decide the manner of compensation.

- (d) Workday: Video Journalists
- \* 8.5 Hour Work Day
  - \* 30 Minute unpaid meal
  - \* Missed Meal Payment of a flat fee of twenty five dollars (\$25.00) per missed meal – must follow guidelines
  - \* Pre-Approval is required as with all overtime etc. – see article 15.11
  - \* Time and one-half (1 ½) for the first four (4) hours worked in excess of eight (8) hours in any one (1) work day;
  - \* Pre-schedule live hit component at the current rate of overtime – see article 15.10
  - \* A commitment to continue to coach and work with the team on expectations for broadcast items

#### 15.04 – Notice of Shift Change

- (a) Work schedules for Employees who are not self assigning shall be posted at least twenty-one (21) days in advance of the starting day of a new schedule.
- (b) The Employer will designate regular days off for each Employee and will not change such designation without at least one weeks' notice to the Employee, except in the case of an unexpected event or breakdown. For all work performed on previously scheduled days of rest, overtime rates shall apply if less than one week's notice of the change of shift was given.
- (c) If the Employer wishes to change the start-time of a given work day's schedule, notice of such change of starting time shall be given as much in advance as possible to the Employee affected. If reasonable advance notice was precluded by events outside the Employer's control, the Employer may give notice of a change in an Employee's starting time up until 4:00 p.m. of the last workday prior to the day of the change if the said day preceding the change is Monday to Friday. If the day preceding the change is a weekend or holiday, the notice of change of start time will be 2pm. Employees will be notified of such change via the designated email address. If such notice is not given, the Employee shall be credited with all the hours originally scheduled plus any additional hours. This provision does not apply to the first day of rescheduling when such rescheduling is caused by circumstances beyond the control of the Company (i.e. sickness replacement, bereavement leave replacement, and emergencies).
- (d) In addition to any other notification regarding daily schedule changes, the employees concerned will be notified via a separate and direct group email to the address as designated by the employee. The subject line of the email will be "Your Scheduled Has Changed" or similar language.

#### 15.05

The turnaround period is a period of at least twelve (12) hours between the end of one (1) shift, or the end of an overtime assignment, whichever is later, and the commencement of the next shift. All time which encroaches on the end of the turnaround period shall be paid at the rate of one (1x) times the basic hourly rate in addition to the Employee's regular basic pay.

Encroachment on the turnaround period may be avoided by the Employer and the employee agreeing to change the Employee's scheduled start time of the ensuing shift, in which case the notice obligations of Article 15.04(c) have no application. The turnaround period concept has no application to self assigning Employees. No payment will be made for the following encroachments:

- (a) when the encroachment is due to the absence of another Employee attending negotiations or grievance meetings with Management;
- (b) on a shift mutually agreed to by the Employee and the Employer;
- (c) on an overtime assignment which runs into and is contiguous with following work day.
- (d) on a shift where an employee requests a trade in shifts.

#### 15.06 – Split Shifts

There shall be no split shifts during the life of this agreement except with the express consent of the Employee affected. The Union shall be notified of any such arrangement.

#### 15.07 – Exchange of Shifts

Employees may change shifts with another Employee in the same job classification provided that sufficient advance notice is given and provided that there is no increase in cost to the employer and provided that the change shifts otherwise meets with the Employer's approval.

#### 15.08 – Call In Pay

An Employee who is called in to work on a day of rest or outside normal working hours for a period of time not contiguous with normal working hours, shall be compensated for a minimum of four (4) hours at the applicable overtime rate. The employee will be notified in advance of the work requirement and if it takes less than four (4) hours to complete, he/she shall be free to leave after notifying the supervisor on duty; however, the Employee will be required to continue, or return, to work on events that could not be anticipated at the time of notification and cannot be done at a regularly scheduled later time.

#### 15.09

In the Event that an employee working a shift scheduled to end not later than 6:00 p.m., is told after 12:00 noon that he/she is required to commence an overtime assignment sometime later than the completion of his/her normal working hours, and the Employer knew the reason for that overtime assignment prior to 11:00 a.m. and had failed to attempt to secure adequate staffing for that overtime assignment, the Employee's normal working hours shall be considered to have been extended by the time required to complete the overtime assignment as if there had been no break in hours worked. If operational requirements permit the Employee will be granted an unpaid meal break of at least one hour at the end of the normal scheduled shift. This unpaid meal break may be extended beyond one hour, at the Employee's discretion.

#### 15.10 – Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when the overtime work is authorized in advance by the Employer.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by many Employees at CTV CTV2 is such that it may not be possible for an Employee to obtain prior authorization for the necessary overtime work. In such cases, the Employee shall use his/her common sense and discretion in accordance with reasonable guidelines set by the Employer, in working the overtime and the Employer will be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed.

#### 15.11 – Compensation for Overtime

Subject to the provisions of Article 15.03 (b) regarding self assigning employees, the following rules apply:

- (a) overtime shall be compensated at the following rate:
  - (i) time and one-half (1 1/2) for the first four (4) hours worked in excess of eight (8) hours in any one (1) work day;
  - (ii) double time for overtime hours worked in excess of four (4) hours in any work day

NOTE: Self-assigning employees receive overtime, as per Article 15.03 (b), only after forty (40) hours over five (5) days dependent on the actual overtime hours worked per day.

- (b) when an Employee is scheduled to work on his scheduled day off, work performed on that day shall be compensated at the following rates:
  - (i) time and one-half (1 1/2) for all hours worked on the first day of rest;
  - (ii) double time for all hours worked on the second day of rest.

Exemption: This does not apply to Temporary employees who work less than forty (40) hours during the work week and who subsequently agree to work on a day for which they were not initially requested to work and by so working bring their work week hours to forty (40) over five (5) days.

Example: Employee works for four (4) days at eight (8) hours per day for a total of thirty-two (32) hours. Subsequently, the employee agrees to work eight (8) hours on a fifth (5<sup>th</sup>) day during the work week. The pay for this fifth (5<sup>th</sup>) day of eight (8) hours will be at the hourly rate with no premium. If the employee agrees to work on a sixth (6<sup>th</sup>) day during the work week, then having worked forty (40) hours for that work week, the hours worked on the sixth (6<sup>th</sup>) day shall be paid at one and one-half (1 1/2) times the basic rate of pay.

- (c) should the hours worked on a day off exceed eight (8), all time worked in excess of eight (8) but less than twelve (12) will be paid at an additional one-half (1/2) the basic rate over and above

the rates contained in this Article. Should the hours worked on the day off exceed twelve (12), all time worked in excess of twelve (12) hours will be paid an additional one-half (1/2) times the basic rate.

#### 5.12 – Night Differential

An employee required to work between the hours of 1:00 AM (01:00) and 6:00 AM (06:00) shall be paid one dollar and fifty cents (\$1.50) per thirty (30) minutes worked plus the rate being worked at the time. Night differential shall not be considered to be part of the overtime or the basic hourly rates. Night differential does not apply to employees who have an individual contract pursuant to Article 2.02.

#### 15.13 – No Pyramiding

Definition:

- a) Pyramiding is the practice of doubling, stacking or counting hours worked against two or more overtime premiums.
- b) Unless otherwise provided for under the terms of this agreement, an employee will not receive the benefit of more than one (1) premium or overtime rate for the hours worked. When more than one (1) premium or overtime rate may be interpreted as applying, the employee will be compensated at the highest single applicable rate.

#### 15.14

The Company shall not assign excessive hours of work to employees.

### ARTICLE 16 – GENERAL PROVISIONS

#### 16.01

An Employee has the right to refuse to do particular work if he/she has reasonable grounds to believe that the performance of this work will endanger his/her health, safety or physical well-being, or may similarly endanger another Employer.

#### 16.02

- (a) Where an Employee has exercised that degree of due diligence, care and attention in the performance of his/her work functions and duties, reasonably to be expected of a competent professional journalist, the employer shall indemnify that Employee against any and all

damages, costs and expenses, including legal fees and time lost from work, arising out of any claim, action or suit brought against the Employee arising from the Employee's discharge of his duties with the Employer.

- (b) In the event an action is launched against the Employer or the Employee in relation to (a) above, the Employee shall comply with any requests from the Employer for such information as the Employer may require to make an informed decision on its legal liability.
- (c) In the event that a settlement to an action in libel requires an apology from the station, the employee shall be advised.
- (d) Employees shall co-operate fully with the Employer in the preparation of any defence prepared and made in any action brought against the Employer as a result of material telecast on air which an Employee has prepared.
- (e) The Employer shall indemnify an Employee against any and all damages, costs and expenses, including legal fees and time lost for, work, and shall relieve the Employee of all liability in connection with any claim or action respecting materials supplied to the Employee by the Employer and enacted as directed by the Employer.

#### 16.03 – Career Development

- (a) Both parties agree that broadcast journalist is a profession constantly under change through improved technology, equipment, methods, and procedures, and legal and social demands from the viewing public and the broader community in which CTV/CTV2 operates. The parties also recognize the need to provide Employees with the opportunity for career development.
- (b) The provisions of this clause are intended to assist Employees in maintaining and improving skills utilized in the performance of their duties.
- (c) The Employer shall co-operate with Employees who attend educational courses, seminars, conventions or conferences that will benefit both the Employer and employee, and attendance may result from either the Employer's request or the employee's initiative. Schedules and assignments may be arranged to encourage attendance at these sessions.
- (d)
  - (i) Employees attending a session contemplated by (c) above requested by the Employer, shall have any costs of registration, materials and tuition reimbursed by the Employer with sufficient receipts for same and as well shall receive their normal salary for the day(s) on which the session was/is held, and if required to attend a session on a day of rest shall receive his/her salary at the straight time rate for time spend at the session. Travel expenses shall also be paid by the Employer if the session is held out-of-town as per Article 9.09 (f).
  - (ii) Employees attending a session contemplated by (c) above, if not requested by, but approved by the Employer, may at the Employer's sole discretion have all or part of the costs of registration, materials and tuition reimbursed with sufficient receipts for same.
- (e) The Employer shall respond promptly to requests under this Article.

## ARTICLE 17 – RATES OF PAY

### 17.01

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement, subject to Article 2.02, which states that the rate of pay set out in this agreement are minimums and that the Employer and any Employee may negotiate rates of pay in excess of these minimums.
- (b) The Employee’s placement within the range of the classification in which he/she is assigned shall be determined by years of service within the classification plus any credit recognized by the Employer for experience, education, or training at the time of hiring.
- (c) Progression through the range of the classification shall occur automatically upon the Employee’s annual anniversary date of hiring, transfer or promotion to the classification.
- (d) Schedule “A” – classifications and Rates of Pay is hereby incorporated into this agreement.
- (e) For the purposes of this agreement, the terms “rates of pay” and “salary” are used interchangeably.

### 17.02 – Substitution Pay

#### Substitution Pay

- (a) If an employee is temporarily assigned to perform their own work on any given day, along with the majority of the work of another employee consistently for the duration of the shift, they shall be compensated at an additional twenty dollar (\$20) per shift. This shall be determined and approved based on the type of assignment and the time of the assignment.
- (b) Substitution pay is not payable when an Employee has not been designated by the Employer to substitute, or where the Employee’s current position normally requires periodic substitution in the higher position as defined in the job description. The employee may request substitution pay in exceptional or emergency circumstances. All cases must be approved by management within twenty-four (24) hours of the incident.
- (c) In the event that an Employee temporarily substitutes in, or performs the principle duties of, a higher paying position, and receives substitution pay for a cumulative period of nine months in any consecutive twelve month period, then the Employee shall be paid an additional increment on the new salary range above that which is being paid as a result of Article 17.02 (a), but which is not more than the top of the new salary range, for each occasion in excess of the nine months. This Article 17.02(c) does not apply to Production Assistants performing duties in the news operation.
- (d) The provision of Article 17.02 shall not apply for the following situation;
  - 1) when an employee is assigned to work in a higher classification for training for an aggregate total of up to fifteen (15) working days and provided that the employee is under direct supervision of an appropriate employee

during any such assignment and was notified of the condition relating to the assignment. Once there is no longer direct supervision or after the fifteen (15) working days of training have been completed, the employee member shall receive the applicable substitution pay increase. Further, once the substitution pay increase has been given the Company cannot claim the employee is training for the same position.

- 2) An employee is on a meal or break period.

#### 17.03 – Rate of Pay or Reclassification or Promotion

- (a) When an Employee is promoted or reclassified to a higher paying position in the salary schedule, the Employee will immediately receive the rate in the salary range which the closest step to five percent (5%) above his/her previous rate, or at the minimum of the new range, whichever is greater, but not more than the top of the new salary range.
- (b) An Employee whose individual contract of employment provides a rate of pay higher than that in the salary range of the new position shall receive an increase in pay not less than five percent (5%) above his/her current rate of pay upon promotion or reclassification to the new position.

#### 17.04 – Pay on Temporary Assignment

- (a) An Employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her regular rate of pay shall maintain his/her regular rate of pay.

### ARTICLE 18 – JOB DESCRIPTIONS

#### 18.01

- (a) It is agreed that the job descriptions listed in Appendix “B” which are part of this agreement are intended as general outlines of the parameters of the jobs in the bargaining unit. It is not intended that the individuals so classified shall perform only the tasks specified in his particular job description, nor is it intended that the individual has exclusive rights to perform he tasks specified in his particular job description.
- (b) Employees required to perform a job function different from their regular job function, for which they have not received adequate training, shall not be penalized for errors committed during such performance.

#### 18.02 – Classification Grievances

- (a) When the Employer seeks to change an existing job or creates a new one, the Union shall be consulted about the changed job, rate or rate range before it is established.
- (b) If the Union and the Employer are unable to reach an agreement after consultation, the Employer shall have the right to implement the rate or rate range and the Union shall have recourse through the grievance procedure if it disagrees with the Employer's action. Any adjustments shall be made retroactive to the date when the changed rate or rate range was first implemented.

#### ARTICLE 19 – UNION MANAGEMENT COMMITTEE

##### 19.01

- (a) As requested by either party, and in order to establish and foster an interchange of ideas and information on matters of mutual interest and concern, including by not limited to changes in classification, and Technology, there shall be a Union-Management committee established within one month of the ratification of this agreement. The Employer and the Union shall each select two representatives to the committee, as well as the Union business agent, all of whom shall be full-time Employees of CJCH-TV/CTV2, Divisions of Bell Media Inc. It is understood and agreed that the committee will not discuss grievances or changes to the collective agreement. The committee shall meet on an informal basis at a time convenient to the parties. No minutes of meetings will be taken. All discussion shall be on a without prejudice basis. Such requests shall not be unreasonably denied.
- (b) The parties agree that computerization of the newsroom has rendered obsolete the filing of "productivity sheets". This is not meant to imply that the Employer cannot request from employees written reports or memos regarding their work in progress. Any productivity sheets or other records of productivity completed prior to the signing of this agreement shall be considered null and void.

#### ARTICLE 20 – DURATION OF AGREEMENT

##### 20.01

This Agreement shall commence and come into full force at the date of ratification of this contract except for the wage increases that will be retroactive to June 1, 2024 for all employees on payroll as of the date of ratification and shall remain in force until May 31, 2027, and from year to year thereafter unless either party notifies the other by registered mail not more than one hundred and twenty (120) calendar days prior to the date of expiry, of its intention to modify this Agreement, or until the requirements of Section 89 of the Canada Labour Code - Part I have been met. If notice of desire to modify this Agreement is given as specified above, a

meeting shall be held 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.

IN WITNESS WHEREOF the parties hereto have hereby affixed their signature by their duly authorized representatives this        day of

**CJCH-TV/CTV2 Divisions of  
Bell Media Inc.**

**Teamsters 927**

*Trent McGrath*

*Suzette Belliveau*

Suzette Belliveau (Nov 10, 2025 13:14:02 AST)

**Trent Mcgrath**

**Suzette Belliveau**

*Daniel Appleby*

*Julie Caswell*

Julie Caswell (Nov 10, 2025 15:03:57 AST)

**Daniel Appleby**

**Julie Caswell**

*Ginalia Chatzis*

*Jesse Thomas*

Jesse Thomas (Nov 10, 2025 16:00:57 AST)

**Ginalia Chatzis**

**Jesse Thomas**

*Andrew Clark*

Andrew Clark (Nov 10, 2025 15:23:15 AST)

**Andrew Clark**

APPENDIX A

GROUP 1		Continuity Writers, Production Assistants, Researchers, Promotions Assistants			
		June 1st, 2024	June 1st, 2025	June 1st, 2026	
Step					
1		38,581.50	39,353.13	40,140.19	
2		40,510.32	41,320.53	42,146.94	
3		42,522.78	43,406.24	44,240.70	
4		44,680.08	45,573.68	46,485.16	
5		46,917.96	47,856.32	48,813.45	
6		49,279.26	50,264.85	51,270.14	
7		51,721.14	52,755.56	53,810.67	
8		52,755.42	53,810.53	54,886.74	
9		53,810.52	54,886.30	55,984.03	
10		55,155.35	56,258.46	57,383.63	

GROUP 2		Promotions Producers, Commercials Producers, Senior Production Assistants, Researcher/Field Producers, Digital Coordinator			
		June 1st, 2024	June 1st, 2025	June 1st, 2026	
Step					
1		45,622.56	46,535.01	47,465.71	
2		47,981.82	48,941.46	49,920.29	
3		50,468.58	51,477.95	52,507.51	
4		53,201.16	54,265.18	55,350.49	
5		55,991.88	57,111.72	58,253.95	
6		58,907.04	60,085.18	61,286.88	
7		61,864.02	63,101.30	64,363.33	
8		63,101.28	64,363.31	65,650.57	
9		64,363.02	65,650.28	66,963.29	
10		65,972.10	67,291.54	68,637.37	

GROUP 3		Video Journalist			
		June 1st, 2024	June 1st, 2025	June 1st, 2026	
Step					
1		55,027.98	56,128.54	57,251.11	
2		57,882.96	59,040.62	60,221.43	
3		60,901.14	62,119.16	63,361.54	
4		64,125.36	65,407.87	66,716.02	
5		67,469.94	68,819.34	70,195.73	
6		71,061.36	72,482.59	73,932.24	
7		74,839.44	76,336.23	77,862.95	
8		76,335.78	77,862.50	79,419.75	

9	77,862.72	79,419.97	81,008.37	
10	79,809.29	81,405.47	83,033.58	

<b>GROUP 4</b>	<b>Co-Host, Senior Video Journalist, Video Journalist/Anchor</b>			
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	June 1st, 2024	June 1st, 2025	June 1st, 2026	
Step				
1	56,833.38	57,970.05	59,129.45	
2	59,829.12	61,025.70	62,246.22	
3	62,953.38	64,212.45	65,496.70	
4	66,276.54	67,602.07	68,954.11	
5	69,583.38	70,975.05	72,394.55	
6	73,095.24	74,557.14	76,048.29	
7	76,729.50	78,264.09	79,829.37	
8	78,264.60	79,829.89	81,426.49	
9	79,829.28	81,425.87	83,054.38	
10	81,825.01	83,461.51	85,130.74	

<b>GROUP 5</b>	<b>Writer Producers, Digital Promotions Producer, Digital Producer</b>			
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	June 1st, 2024	June 1st, 2025	June 1st, 2026	
Step				
1	56,462.10	57,591.34	58,743.17	
2	59,255.88	60,441.00	61,649.82	
3	62,256.72	63,501.85	64,771.89	
4	65,374.86	66,682.36	68,016.00	
5	68,637.84	70,010.60	71,410.81	
6	72,044.64	73,485.53	74,955.24	
7	75,646.26	77,159.19	78,702.37	
8	77,158.92	78,702.10	80,276.14	
9	78,702.18	80,276.22	81,881.75	
10	80,669.73	82,283.13	83,928.79	

<b>GROUP 6</b>	<b>Directors, Senior Commercial Producers, Program Producers, Senior Promotions Producers</b>			
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	June 1st, 2024	June 1st, 2025	June 1st, 2026	
Step				
1	58,907.04	60,085.18	61,286.88	
2	62,050.68	63,291.69	64,557.53	
3	65,291.22	66,597.04	67,928.99	
4	68,724.54	70,099.03	71,501.01	
5	72,376.14	73,823.66	75,300.14	
6	76,173.60	77,697.07	79,251.01	
7	80,179.14	81,782.72	83,418.38	
8	81,783.60	83,419.27	85,087.66	
9	83,419.68	85,088.07	86,789.83	

10	85,505.17	87,215.28	88,959.58	
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<b>GROUP 7</b>	<b>Anchor Persons</b>			
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	June 1st, 2024	June 1st, 2025	June 1st, 2026	
Step				
1	65,435.04	66,743.74	68,078.62	
2	68,724.54	70,099.03	71,501.01	
3	72,152.76	73,595.82	75,067.73	
4	75,784.98	77,300.68	78,846.69	
5	79,520.22	81,110.62	82,732.84	
6	83,524.74	85,195.23	86,899.14	
7	87,716.94	89,471.28	91,260.70	
8	89,472.36	91,261.81	93,087.04	
9	91,261.44	93,086.67	94,948.40	
10	93,542.98	95,413.84	97,322.12	

<b>GROUP 8</b>	<b>Hosts</b>			
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	June 1st, 2024	June 1st, 2025	June 1st, 2026	
Step				
1	72,376.14	73,823.66	75,300.14	
2	75,784.98	77,300.68	78,846.69	
3	79,520.22	81,110.62	82,732.84	
4	83,524.74	85,195.23	86,899.14	
5	87,673.08	89,426.54	91,215.07	
6	92,027.46	93,868.01	95,745.37	
7	96,625.62	98,558.13	100,529.30	
8	98,557.50	100,528.65	102,539.22	
9	100,529.16	102,539.74	104,590.54	
10	103,042.39	105,103.24	107,205.30	

## APPENDIX B – THE JOB DESCRIPTIONS

### GROUP 1: CONTINUITY WRITER

The Employee is responsible for planning, organizing, writing and coordinating commercials. He/she may be responsible for accounts and may assist commercial producers with productions. Commercial production duties include the selection and assembly of all the elements required in creating a commercial: the choice of material and facilities, hiring of performing talent, preparation of budget estimates, control of expenditures, and development of content, including writing, storyboarding, researching, editing, numbering, write up, entry and maintenance of locally produced commercials. Other related duties as may be assigned from time to time by supervision.

### GROUP 1: PRODUCTION ASSISTANT

The Employee assists in the organization preparation, writing and production of television programming, including commercials. In particular, he/she prepares the following, as required: program information for the producer or supervisor; run sheets and scripts for air; super lists; and research. The production assistant discusses daily programming needs with other staff, assists in arranging studio facilities and feeds for productions, and maintains reference files. Other related duties as may be assigned from time to time by supervision.

### GROUP 1: PROMOTIONS ASSISTANT

The Employee is responsible for planning, organizing, writing and coordinating promotional materials. He/she may be responsible for promo's and may assist Promotions Producers with productions. Duties to include, selection and assembly of all the elements required in creating a promo: the choice of material and facilities, multi-media materials including press releases and advertising; public service announcements and other public relations activities; and development of content including, writing, researching and editing. Other related duties as may be assigned from time to time by supervision.

### GROUP 1: RESEARCHER

The Employee is responsible for researching, selecting, writing and recommending material for television programming, including commercials. He/she collects and analyses pertinent information relating to specific assignments; provides ideas and participates in planning discussions with producers, reporters and co-hosts/hosts-anchors to determine story line or program focus; briefs on-air and other staff on program topics; and may be involved in the voicing of their own material when circumstances warrant. In addition, the Employee researches, investigates and consults outside organizations and individuals regarding accuracy, qualifications, authenticity of guests, interviewees and material; and develops contacts for future assignments. Other related duties as may be assigned from time to time by supervision.

#### GROUP 2: SENIOR PRODUCTION ASSISTANT

In addition to the duties of a production assistant, the senior production assistant may direct the CTV News at 11:30 and, under the supervision of a director or other supervisor, he/she may direct other newscasts and/or program segments, for training purposes only, in preparation for upgrade to the position of director. Other related duties as may be assigned from time to time by supervision.

#### GROUP 2: RESEARCHER/FIELD PRODUCER

The Employee is responsible for researching, planning, writing, organizing and coordinating production of television programming. In addition to the duties of a researcher, he/she is responsible for production/direction of specific program segments, assesses and coordinates production requirement, and directs crew and on-air personnel through actual production. Other related duties as may be assigned from time to time by supervision.

#### GROUP 2: PROMOTIONS PRODUCER

A promotions producer is responsible for planning, organizing and directing promotional material. The Employee generates promotional concepts for movies, specials, news campaigns, interludes, and, for CTV/CTV2, news and public affairs programs and other television programming. He/she is responsible for sign-on and sign-off programming, press advertising and releases, public service announcements, and other public relations activities. The promotions producer determines treatment, scope, and scheduling of production, assessing production requirements and submitting production requisitions and summaries. The Employee writes multi-media promotional scripts, press releases, and print advertising copy. He/she coordinates elements of production such as audio, music, scenes, timing, editing and camera to ensure quality of production and maintenance of schedules. Other related duties as may be assigned from time to time by supervision.

#### GROUP 2: REPORTER

A reporter is responsible for development, researching writing, presenting news and public affairs stories both live and taped, and general newsroom duties including handling phones and mail. He/she is required to consult with outside individuals and organizations to ensure the authenticity of material being prepared for on-air use, and to develop contacts for both follow-up and future assignments.

He/she is also required to direct camera persons, videotape editors, graphic and sketch artists in completion of on-air material. Other related duties as may be assigned from time to time by supervision.

## GROUP 2: DIGITAL COORDINATOR

Identify, research select and write original news stories, headlines and captions for CTV Atlantic digital platforms and complement an enrich the material received in the CTV newsroom. Stay on top of breaking news throughout the day and collaborate with reporters to package stories on the website effectively. Assist reporters with digital information & interactivity.

Monitor the daily wires, social media websites and other news sources; update and amend web & social media content on a regular basis throughout the shift to ensure its freshness and competitive edge. Create daily web poll.

Edit and post news from the CTV Atlantic newsroom and wire services across digital platforms ensuring the content of all news, features, interviews and photos are posted to the website in a manner consistent with CTV style.

Ensure that copyright restrictions are respected in selecting and editing multimedia enhancements to the news, including still photos, graphics audio files to accompany news text.

Assist with the planning and execution of coverage of special events on the website, making use of video streaming, live chats and other interactive web elements.

Assist the Digital Producer in coordinating a "Digital First" culture by promoting digital exclusive content such as photo galleries, extended interviews, raw video, viewer video, etc.

Check for accuracy of facts, typos and technical errors prior to posting information.

Other duties as assigned.

## GROUP 2: COMMERCIAL PRODUCER

In addition to those duties performed by a continuity writer, the Employee's responsibilities, which may extend to an entire program, series, or a program segment, include involvement in all discussions dealing with the intellectual, physical, and financial aspects of any commercial program being considered for production.

The commercial producer is responsible for the direction of commercials and/or programs, generates ideas, writes sets style and format, prepares scripts, and orders technical facilities after assessing remote locations. He/she evaluates work and performance in terms of negotiable fees paid out of his/her direct budget for writers, performers, free-lance contributors and participants in his/her projects. Other related duties as may assigned from time to time by supervision.

## GROUP 3: SENIOR REPORTER

Senior reporter's position encompasses the job description for "reporter".

In addition, this function includes setting a good example for reporters on reporting techniques and writing/editing abilities.

Other related duties as may assigned from time to time by supervision.

### GROUP 3: VIDEO JOURNALIST

Generating, developing researching, and setting-up original story ideas focusing on local news. News reporting: including conducting interviews, script writing and voicing.

Utilizing of ENG equipment & digital editing to shoot and edit stories.

Setting-up and operating live equipment (i.e. Dejero boxes and/or Dejero App, Atlas Kits, etc.)

Live reporting. Consistent social media engagement.

Writing web copy and providing web content as necessary.

Developing contacts and sources.

Strong editorial decision making.

Weekend and late-night assignments as required.

Anchoring news or weather may be required.

Other related duties as assigned.

### GROUP 4: CO-HOST

A co-host daily anchors a live segment of a program, normally relating to stories with which he/she is familiar because of a specific responsibility; examples would include, but are not limited to, sports, weather. He/she reads program copy and may participate in on-air dialogue with the program host or anchor person during the telecast. The Employee may be responsible for planning, writing, producing, announcing, interviewing, investigating, observing and directing. He/she prepares, assembles and presents complete packaged items; travels to scenes of events to obtain information; contacts officials of outside organizations; develops background material; develops leads for future stories; monitors incoming feeds on newsroom equipment; and generally prepares for on-air presentation. Other related duties as may be assigned from time to time by supervision.

### GROUP 5: WRITER/PRODUCER

The Employee writes, produces and directs newscasts, features, or program segments. He/she coordinates elements of production including writing, editing, voicing, appearing and packaging news items for daily newscasts. The Employee determines the treatment scope, and scheduling of production and explains general requirements to the director. He/she lines up the daily newscast, reviewing suitable material and planning the program. Other related duties as may be assigned from time to time by supervision.

### GROUP 5: DIGITAL PRODUCER

Identify, research, select and write original news stories, headlines and captions for CTV Atlantic's digital platforms and complement and enrich the material received in the CTV newsroom. Stay on top of

breaking news throughout the day and collaborate with reporters to package stories on the website effectively. Assist reporters with digital information & interactivity.

Monitor the daily wires social media, websites and other news sources; update and amend web & social media content on a regular basis throughout the shift to ensure its freshness and competitive edge. Create daily web poll.

Edit and post news from the CTV Atlantic newsroom and wire services across digital platforms ensure that the content of all news, features, interview, and photos are posted to the website in a matter consistent with CTV style.

Lead a “Digital First” culture by promoting and coordinating digital exclusive content such as photo galleries, extended interviews, raw video, viewer video, etc.

Ensure that copyright restrictions are respected in selecting and editing multimedia enhancements to the news, including still photos, graphics, and audio files to accompany news text.

Lead, plan and execute coverage of special events on the website, making use of video streaming , live chats and other interactive web elements.

Check for accuracy of facts, typos and technical errors prior to posting information. Other duties as assigned.

#### GROUP 5: DIGITAL PROMOTIONS PRODUCER

Ensure sales and promotions related content for the websites complies with CTV News policy, branding guidelines and ethical standards.

Ensure station contests meet legal requirements. Responsible for producing all of the legal documents required for contests; including rules and regulations, prize agreement, privacy agreement, and winner release forms.

Work with producers and Digital Strategist on contest elements and assist in write ups and graphic elements for on screen portion of contest. Build/maintain contest pages and contest entry mechanisms.

Collaborate with Digital Strategist and Account Managers to ensure content meets client objectives and remain in line with CTV brand guidelines and ethical standards.

Assist Digital Strategist in creating client facing CTV Atlantic contest wrap up reports.

Ensure CTV Morning Live and CTV News at Five non-news digital content (Example: Facebook, Twitter, Web sites) is up to date and meet CTV branding and ethical standards.

Promote contests, sales initiatives, and show content on social media. Respond to viewer questions and concerns.

Assist the digital news team during major events, such as breaking news or election coverage.

Ensure external video and digital properties containing the CTV Atlantic brand are up to date and current.

Ensure external video and digital properties containing the CTV Atlantic brand are up to date and current.

Produce image/ratings promotional campaigns as assigned.

Other duties as assigned.

#### GROUP 6: SENIOR COMMERCIAL PRODUCER

A senior commercial producer performs all the duties of a commercial producer with greater responsibility and independence. He/she may submit and discuss any project he/she considers worthy of interest. Other related duties as may be assigned from time to time by supervision.

#### GROUP 6: DIRECTOR

The director interprets television presentations, directing and instruction production personnel to achieve the desired mood, treatment, and style of presentation of programs. He/she confers with the producer and technical director to develop suitable sound and lighting effects, assembles program sequences; directs rehearsals, where necessary, taping, and broadcast activities; coaches in delivery of on-air presentations; and establishes the pace of the program, verifying timing. Other related duties as may be assigned from time to time by supervision.

#### GROUP 6: SENIOR PROMOTIONS PRODUCER

A Senior Promotions Producer performs all the duties of a Promotions Producer with greater responsibility and independence. He/she may submit and/or discuss any project he/she considers worthy of interest and may be assigned to complete the project including an entire program, series, or a program segment. Other related duties as may be assigned from time to time by supervision.

#### GROUP 6: PROGRAM PRODUCER

The Employee produces, writes and directs entire programs, series or segments thereof, including promotional and commercial material. He/she generated program concepts and participates in the intellectual, material, artistic, editorial, personnel and financial planning of existing or new programs. The program producer is accountable for the editorial, artistic, intellectual and technical quality of programs in accordance with established objectives and resources on time and within approved budget. The employee selects and assembles all elements required for the realization of programs; is responsible for the direction and completion of programs; and employs these elements directly or through delegation to realize program content. Other related duties as may be assigned from time to time by supervision.

#### GROUP 7: ANCHOR PERSON

The Employee plans, organizes, writes and produces, and is the principal on-air performer of a news program. He/she initiates story ideas; plans production resource requirements; participates in program planning; and is accountable for program editorial quality. The anchor person selects and assembles elements required for the realization of the program; develops leads for feature stories; prepares reports for on-air presentation; monitors incoming feeds on newsroom equipment; monitors news and information sources; and develops content. On-air, he/she opens and closes the program, introduces guests, links program segments, and reads the news or other program continuity. Other related duties as may be assigned from time to time by supervision.

#### GROUP 8: HOST

The Employee who performs the anchor person functions on "CTV News at Five" or "CTV News at Six". Other related duties as may be assigned from time to time by supervision.

### **LETTER OF AGREEMENT 1 - Video Journalist/Anchor Classification**

The parties agree and understand that with the creation of the classification of Video Journalist/Anchor in Salary Group 4, the following terms and conditions shall apply:

1. The Company maintains the right to transfer employees in and out of the Video Journalist/Anchor classification at its sole discretion.
2. Employees transferred out of the Video Journalist/Anchor classification will revert to the classification of Senior Video Journalist and shall be placed on the appropriate level of the Group 4 Salary scale.
3. Employees designated as Video Journalist/Anchor shall normally perform the duties of Video Journalist three days per week and the duties of Anchor two days per week.
4. Article 17.02 (b) shall be applicable to other employees who may temporarily substitute in the Video Journalist/Anchor classification.

## LETTER OF AGREEMENT 2 - EMPLOYMENT EQUITY

The Company and Union jointly agree upon and support the goals of Employment Equity in our society. The parties also recognize that special efforts will be necessary to improve the opportunities for employment of designated group members: women, aboriginal peoples, persons with disabilities and members of visible minorities. In their efforts to provide these opportunities, the parties desire to do so by maintaining the high standards of performance expected of all employees and co-workers while complying with legislated requirements.

Therefore, the parties have agreed to the following:

1. Persons from the designated employment equity groups who are in receipt of a scholarship or engaged in a co-operative study program or supported by public funding may perform functions within the bargaining unit for the purpose of training, learning and obtaining "hands-on" experience. Such persons shall be considered as extra persons and shall not be subject to the provisions of the Collective Agreement. The use of such extra persons shall not cause the layoff of a bargaining unit employee.
2. The parties agree to the designation of one or more part-time employment equity positions within the classification of Autocue. The company will endeavor to fill this position(s) with qualified applicants from the designated employment equity groups. The successful applicant(s) shall fill the part-time position for a period of one (1) year after which he/she shall be terminated from the employ of the Company and another successful applicant from the designated employment equity groups will fill the part-time position(s). If the Company is not able to find another successful applicant(s), the incumbent shall continue in the part-time position until a successful applicant is found at which time he/she shall be terminated from the employ of the Company. The successful applicants shall be subject to the provisions of the Collective Agreement except as modified by the aforementioned period of employment.

This agreement shall apply to any new part-time vacancy effective March 26, 1999.

### LETTER OF AGREEMENT 3 – Deployment of Bargaining Duties

The Union's jurisdiction under Article 2.01 (b) shall not be applicable, allowing the Employer to re-deploy current bargaining unit duties to members of IBEW 1318 under the following conditions:

- (a) No Union member on the Seniority List dated **June 1, 2024** will be laid off as set forth in Article 7.
- (b) Prior to any redeployment of bargaining unit duties, the matter(s) will be discussed in the Union Management Committee as per Article 19.01 (a).
- (c) This Letter of Agreement shall become null and void within thirty (30) days if, for any reason, a bargaining unit member on the Seniority List dated **June 1, 2024** is laid off as set forth in Article 7.

**LETTER OF AGREEMENT 4 – Anchor Persons for Wage Administration**

The parties are agreed that the Seniority Group 1 – Anchor Persons in Article 7.01 (b) includes those Anchor Persons who for wage administration purposes are paid in Schedule A – Wages as: Group 4 Co-Hosts, Group 7 Anchor Persons and Group 8.

### **Letter of Agreement 5 – Vacation During Ratings**

Bell Media agrees to allow the scheduling of vacations during the ratings period as per the criteria identified below. It is understood that any employee working in a Classification where they appear on screen as part of their regular duties may be required to cancel vacation scheduled during this period due to operational requirements as determined by the News Director. Such cancelled vacation time shall be subject to Article 14.01 (d)

Maximum of one (1) week per employee by seniority and per cluster within the calendar year. The clusters are made for the following groups:

Cluster 1; seniority group 7-8 and 9

Cluster 2; seniority group 11-12

Cluster 3; seniority group 14-15 and 16

Cluster 4; seniority group 5 and 6 (This cluster does not take affect until February 2019 ratings period)

Employees outside of the identified clusters, who identify possible exceptional circumstances, the Company will consider on a case by case basis, allowing up to a maximum of five (five) vacation days during ratings period per calendar year. This approval is at the discretion of management and based on business needs. Such approval will be determined to be on a without precedence and without prejudice basis.

Notice should be given at a minimum three (3) months in advance.

## Letter of Agreement 6 - Severance Pay and Resignations

This Letter of Agreement replaces article 13.09 for employees hired on or before August 9, 2018

(a) Where an Employee with more than 2 years of services is terminated by virtue of a lay-off the Employer will give a sixty (60) days written notice . In lieu of sixty (60) days notice, any combination of paid out days and days of notice combined to add up to 60 days either paid or worked may be given.

b) Where an Employee with less than 2 years of services is terminated by virtue of a lay-off the Employer will give a thirty (30) days written notice . In lieu of thirty (30) days notice, any combination of paid out days and days of notice combined to add up to 30 days either paid or worked may be given.

c) In addition, the employee is entitled to a severance payment and benefits coverage continuation based on the following formula:

- 1) three (3) times regular weekly salary for each year or part year of employment; and
- 2) partial coverage under the Omniflex Benefits Program will be continued for the terminated employee for a time period based on one (1) week for each year or part year of service to a maximum of fifty-two (52) weeks. The only portions of the Omniflex Benefits Program coverage to be continued care: medical benefits, dental care, vision care, life insurance, accidental death & dismemberment and hospital expense benefits. Those portions of the Omniflex Benefits Program which will not be continued are Long Term Disability and Short Term Disability.

The employee may elect to either wait thirty (30) days and obtain his/her full severance payment in one (1) lump sum or to receive his/her severance payment in a weekly salary until either the total severance payment is exhausted or she/he is called back to work. In the event that he/she is called back to work, and his/her severance payment has not been exhausted, the balance of the severance pay accumulated and not paid during the layoff will continue to accumulate to the credit of the employee. In the event of a subsequent layoff, only the balance of the severance pay not paid in the previous layoff, in addition to any severance pay earned since the previous layoff, will be paid.

(b) Employees are expected to give notice in writing to their appropriate Department Head or the General Manager, of their intention to resign their employment with the Company. The amounts of such notice shall be in accordance with the following table:

Anchor persons	- 8 weeks
All other employees	- 4 weeks

Notwithstanding Article 2.02 which states that individual contracts shall only contain terms and conditions which are in excess of the terms of this Agreement, the Employer and an Employee may agree, in an individual contract executed after the date of the signing of this Agreement, to include a clause which requires a longer notice period than those above stipulated.

## **LETTER OF AGREEMENT 7 - Temporary and Part Time Employees**

With skill and ability being considered, once a Temporary or Part Time Employee has forty (40) hours in a week total, the company will make best efforts to distribute the remaining available work hours to those Temporary and Part Time Employees who have less than forty (40) hours and who are available.

\*CML/Noon Autocue available hours will not be distributed to a single employee.

### **Letter of Agreement 8 – Jurisdiction and Multi Media Journalist (MMJ)**

It is understood that a Multi Media Journalist, IBEW Local 1318, has the right to perform all functions listed on the following Multi Media Journalist job description. For further clarity, the layoff of a Teamster Union member will not restrict Multi Media Journalists from continuing to carry out their duties.

The total hours worked by all MMJs will not exceed 2,600 per quarter as outlined below, excluding breaking news of national significance (Swiss Air crash, Westray explosion, McDonalds murders etc.)

If 2,600 hours between is exceeded between February 1 to April 30, this letter is revoked.

If 2,600 hours between is exceeded between May 1 to July 31, this letter is revoked

If 2,600 hours between is exceeded between August 1 to October 31, this letter is revoked

If 2,600 hours between is exceeded between November 1 to January 31, this letter is revoked

If there is a layoff(s) and the 2,600 hours per quarter is not exceeded, although cross jurisdiction shall exist regarding MMJ and VJ job descriptions, Letter of Agreement #3 will apply.

This letter shall not take effect until MMJs are trained and permanently reclassified.

**Note:** Changes to the MMJ job description will be presented and discussed with the Teamsters prior to implementation.

## **Multimedia Journalist – IBEW**

### **Responsibilities**

- Responsible for on-going, pro-active coverage of regional and local issues in the Maritimes coverage area.
- Contribute to CTBB Atlantic news programs by gathering video, conducting interview, writing news stories, and creating digital content.
- Operate live broadcast technology, including but not limited to, microwave, satellite, Dejero (Box units and apps).
- Operate ENG equipment, including Atlas technology, for news gathering.
- Edit news material in the station and in the field.
- Research and write news stories.
- Other duties as required.

### **Qualifications**

- Minimum 2 years current work experience in a news operation
- Post-Secondary education in journalism, broadcasting, communication or equivalent
- In-depth knowledge of the Atlantic Canada, national and international news
- Ability to prioritize and meet deadlines of several simultaneous duties, while maintaining focus
- Ability to work in a team, work independently, and be self-motivated
- The successful applicant must demonstrate a high degree of adaptability and must be committed to learning in a fast paced environment.
- Candidates must be consistently capable of lifting and carrying camera equipment (up to 45 pounds).
- Experience in the operation of ENG and non-linear editing equipment.
- Demonstrated initiative, creativity and curiosity
- Excellent understanding of journalistic ethics.
- Demonstrated engagement with social media (i.e. Twitter, Facebook, etc.).
- Experience with iNews and Dejero technology preferred.
- Creative storytelling skills and strong news judgment.
- A valid Class 5 drivers license and a good driving record are required.

**Letter of Agreement #9 – Transition to Video Journalist (VJ)**

The employee is responsible for the duties in any or all of the description of Reporter, Senior Reporter, Reporter Anchor, Co-Host, Host, and Anchor and possess the skill and ability to shoot and edit their own stories.

The parties further agree that during the transition to VJ, once an employee has consistently demonstrated the fundamental duties of a VJ, (shooting, editing, reporting), as determined by the News Director, the employee shall be permanently re-classified and remunerated as a Video Journalist.

## **LETTER OF AGREEMENT #10 - VACATION GROUPING COMMITTEE**

Within two (2) months after the signing of the Collective Agreement, the parties will establish a Vacation Grouping Committee.

The mandate of the Committee is to look at opportunities aimed at improving the scheduling of vacation that take into consideration the interests of employees and the Company as well as work-life balance. This mandate includes, but is not necessarily limited to, establishing vacation groups and reviewing opportunities for junior employees to have increased opportunity for summer vacation.

The Committee will have two (2) months to present its recommendations to Management who will look at the feasibility of implementing the recommendations and have final determination of any proposed changes.

Management will reconvene with the members of the Committee within six (6) weeks to provide decisions regarding the recommendations. Implementation of feasible recommendations will be completed within six (6) months following the signature of the Collective Agreement.

## LETTER OF AGREEMENT #11 – WEEKEND ON CALL

The Company would like to propose a voluntary leadership opportunity for Producers with editorial experience in our 6 PM news program by including selected members at Management’s discretion, to rotate through weekend on call coverage.

The purpose of the weekend/holiday on-call producer role is to pre-assign or assign breaking/developing or feature stories to scheduled VJ’s and MMJ’s and vet content where necessary. This role will also require the incumbent to quickly survey other media and social media in the weekend/holiday mornings to ensure we are not missing significant news.

This role **does not**:

- Monitor or communicate with the scheduled VJ’s or MMJ’s throughout the day.
- Monitor for breaking news throughout the day.
- Search for VJ’s or MMJ’s.
- Actually come to the facility.

The typical on-call schedule should be as follows:

- 9-10 AM – Quickly survey social media and other media for any breaking/developing news overnight. Assign or confirm pre-assignment(s) with VJ’s and/or MMJ’s.
- 3-4 PM – Vet necessary content from VJ’s and/or MMJ’s via cell phone.
- Send e-mails to DNS each morning with CTV Atlantic plans for the day.
- Answer an occasional call from digital, VJ or MMJ.
- Answer an occasional call from DNS.

Additional time could be necessary in the event of breaking news or scheduling issues. Dan and/or Marnie should be contacted for emergency issues or significant breaking news.

This role should always perform these tasks from home or remotely (depending on the producer’s weekend/holiday plans) using their cell phone. They can use their laptop if they feel more comfortable.

The incumbents would receive 2 hours of on-call pay at their basic hourly rate. In addition, those selected would receive overtime at 1.5 times their basic hourly rate for each working hour (Saturday and Sunday).

For Statutory Holidays, the incumbents would receive 2 hours of “on-call” pay at their basic hourly rate, plus 3 times the basic hourly rate for hours worked.

Management approval is required for work on any weekend day and/or Statutory Holiday in excess of 4 hours.

Members of the On Call team would have the ability to bank this overtime as part of the existing 40 hour maximum.

