

**COLLECTIVE AGREEMENT**

***BETWEEN***

**Corus Entertainment Inc. - Peterborough  
CHEX, CKRU, CKWF  
<Insert Corus Logo >**



**- and -**

**Unifor  
And its Local 724M**



**September 1, 2019**

**to**

**August 31, 2023**

This Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

*BETWEEN:*

Corus Entertainment Inc. - Peterborough,  
CHEX, CKRU, CKWF

(hereinafter referred to as the "Company")

PARTY OF THE FIRST PART

*AND:*

Unifor and its Local 724M

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

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## ARTICLE 1 - Intent

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

## ARTICLE 2 Definitions

**2.1 Employee** - The term "employee", as used in this Agreement, shall mean any person, either male or female, employed in a classification included within the bargaining unit referred to in Article 2.2. It shall include any person employed in any job or classification created in the future which the parties, by mutual consent, decide to include within the bargaining unit. Provided that where mutual consent is not reached, such failure shall not become a subject for grievance under this Agreement but may be referred by either party to the Canada Industrial Relations Board.

**2.1.1 Use of Terms** - The feminine or masculine gender may be used interchangeably throughout this Agreement; wherever one gender is used, it shall be construed as meaning the other, if the facts or context require.

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

**2.2 Bargaining Unit** - The Company recognizes the Union as the exclusive bargaining agent for all persons employed in the unit defined by the Canada Labour Relations Board in its decision of July 10, 1995, certifying CEP (Unifor), and any amendments thereto as mutually agreed by the parties, or in any of the classifications listed in the wage schedule under Article 17.

(a) Certification Order:

"All employees of (Corus Entertainment Inc.) CHEX-TV, CKRU-FM, and CKWF-FM, excluding:

- Vice-President & General Manager
- General Manager Television
- Human Resources Manager
- TV Group Systems Manager
- Salespersons & Sales Managers
- TV Sales Administrator
- Office Administrators Radio/TV
- Manager Accounting
- Chief Engineer

- Operations Manager (Radio)
- Program Director – Radio
- Radio Promotion Manager
- Radio Sales Administrator
- Director of Creative Services – Radio
- TV Operations Manager
- TV Program Manager
- Director Creative Services CHEX –TV
- Consultants
- Casual employees”

**2.3 Employee Categories** - Whenever the term "functional group" is used in this Agreement, it shall denote any of the following groups of classifications:

Receptionist
Creative Writers
TV Traffic Assistant
Evening/Weekend Announcer
Radio Traffic Supervisor
TV Traffic Supervisor
Creative Writer/Editors
Videographer
Promotions Coordinator
Audio Producer
Audio Producer/Evening Announcer
Assignment Editor
Director/Producer
EFP Cameraperson
EFP Director
Daytime Announcer
Producer
Morning Show Producer
Morning Show Producer/Director
Broadcast Engineer
Commercial Production Director
Weather Analyst
Sports Anchor/Reporter
Morning Show Host/Anchor
Evening News Anchor/Producer
Assistant Chief Engineer
Morning Drive Announcer

**2.3.1** All employees covered by this Agreement shall be considered full-time employees of the Company, except as provided in Article 2.3.2, Article 2.3.3, and Article 2.3.4. They shall be probationary employees for a period of three (3) months from the date of their employment with the Company. The Company

may extend the probationary period up to a total of six (6) months from the date of hiring and, in such event, will advise the Union prior to the end of the first three (3) month period. During the probationary period, the Company may release the employee at any time for reasonable cause.

### 2.3.2

- (a) Part-time employees may be hired provided that they do not exceed a total of twenty (20) employees, and provided that such hiring shall not be used to avoid the hiring of, or result in the lay-off of full-time employees.
- (b) Part-time employees shall be paid on an hourly rate based on the wage rates for the classification in which they are assigned, and such employee shall be paid for a minimum of **four (4) hours per day for a scheduled shift**, to a maximum of twenty-four (24) hours per week and **paid a minimum of three (3) hours per day for an unscheduled shift, to a maximum of twenty-four (24) hours per week**. The maximum hours of work shall not apply when part-time employees are hired for vacation relief, child care relief, sickness relief, leaves and partial leaves of three (3) months or longer, replacement for lieu time and training. Part-time employees who are assigned to replace full-time employees for a period exceeding eight (8) weeks will be considered as full-time employees for all purposes of this Collective Agreement. Such part-time employees shall be excluded from the allowable total of part-time employees set out in Article 2.3.2 (a). Upon completion of the assignment, such part-time employees shall be returned to part-time status.
- (c) Part-time employees shall receive credit on the salary scale of the group to which they are assigned for the total accumulated hours in the Bargaining Unit, calculated to the last completed month. Except as may be specifically provided, only the following Articles shall apply to part-time employees working less than twenty-four (24) hours per week: Articles 1 through 9, Articles 11 through 12.4.4, Articles 13.1, 13.1.2, 13.1.3, 13.4, 13.4.1, 13.4.4, 13.5.2, 13.5.3, 13.6.1, Articles 13.6.3 through 13.7.1 Article 13.8, 13.10 and Articles 14 through 18 inclusive apply, together with any applicable Letters. Articles 13.4.2 and 13.5 apply, but delete "employee's last working".
- (d) The scheduling and penalty provisions of the agreement shall apply to part-timers (with a minimum tour of four (4) hours), provided, however, that the call-in of a part-time employee shall be considered as scheduled hours of work. Pension, medical insurance, and sick leave provisions of this agreement will not apply. Part-time employees shall receive vacation pay in accordance with the **Canada Labour Code**.
- (e) Part-time employees shall be entitled to the following breaks and meal periods:

- (i) One fifteen (15) minute break period during each four (4) hours of work.
  - (ii) One sixty (60) minute unpaid meal period when scheduled to work five (5) hours or more, except for Radio Announcers and Operators who shall continue their present practice with respect to meal periods.
- (f) Part-time employees who are subsequently hired on full-time staff without a break in service of more than ninety (90) calendar days shall be credited for all purposes with the total accumulated hours, and their seniority date and probationary period will be calculated accordingly. In any event, part-time employees who are subsequently hired as full-time shall be probationary employees for a period of one (1) month from the date of employment as full-time. The Company may extend the probationary period up to a total of two (2) months from the date of hiring as full-time and, in such event, will advise and discuss this with the Union prior to the end of the one (1) month period. During the probationary period, the Company may release the employee at any time for reasonable cause
- (g) The Company recognizes that part-time employees may have part-time employment with other Employers. Where a part-time employee advises the Company in writing that the part-time employee has other part-time employment, the Company agrees to make reasonable efforts to accommodate the part-time employee's commitment to other employment. Consequently, when scheduling or calling in such part-time employees, the Company shall take into account such part-time employee's commitment to other employment. Further, the Company agrees that part-time employees shall not be required to accept a change of schedule once schedules are posted in accordance with Article 13.4. No part-time employee shall be considered to be "on call".
- (h) Except in cases of illness where a part-time employee has been unable to work the required hours to which the part-time employee is normally assigned (or required as a vacation replacement during the months of June, July and August) on two (2) or more occasions within a four (4) week period, or where these work assignments are no longer operationally required for a period of two (2) consecutive months or more, the part time employee shall, upon receipt of due written notice, be deemed to have been terminated from employment.
- (i) Part time employees shall receive fifty cents (\$0.50) per hour in lieu of benefits.

**2.3.3** It is agreed that the provisions of Article 2.3.2 above will not be used to avoid the hiring of a full-time employee in the Bargaining Unit.

**2.3.4** The persons performing the "special events" reports, including the "101

Days of Summer” reports, shall be considered casual employees, and as such are excluded from the provisions of this Agreement. When no qualified part-time or full-time employee is available to replace an employee who is ill, on leave or on vacation, the employer may hire a replacement from a temporary placement agency, and such personnel shall be considered as casual employees.

With respect to the “101 Days of Summer” reports it is agreed that the employment of one temporary Summer Worker in accordance with this Article will not lessen the working hours, whether for regular or overtime work, of any member in the bargaining unit.

### ARTICLE 3 – Management Rights

**3.1** It is recognized that the Management of the Company, the control of its properties and the maintenance of order on its premises is solely the responsibility of Management. Before implementing new rules and regulations, directly affecting the general working conditions, the Company will advise and explain such proposed rules and regulations to the Union.

**3.2** Other rights and responsibilities belonging to the Management of the Company and hereby recognized, prominent among which but by no means wholly inclusive, are: the right to decide the number and location of plants; the amount and type of supervision necessary; of machinery and technical equipment; methods, procedures and standard of operations; judgement and final evaluation of personnel qualifications; operating schedules and the selection, procurement, designing and engineering of equipment which may be incorporated into the Company's plant.

**3.3** It is further recognized that the responsibility of the Management of the Company for the selection, direction and determination of the size of the work forces, including the right to hire, suspend or discharge for proper cause, or transfer, or promote, or demote, or relieve employees from duty because of lack of work, is vested exclusively in the Company.

**3.4** The parties recognize that broadcasting requires the continued maintenance of high standards of performance which, with respect to "on-air" talent and creative service writers are not capable of definition in solely objective terms. The parties, therefore, agree that subject to the provisions of Articles 3.5 and 8.3, the Company may dismiss or re-assign an employee who fails to achieve such standards of performance. The Company must exercise these rights in a fair and reasonable manner and not sooner than thirty (30) days after an employee has received at least two (2) written notices in accordance with the terms of Article 7. Such notices shall describe in reasonable detail the manner in which the employee is alleged to have fallen short of such standards of performance, and the Company shall use its best efforts to give direction and assistance to such



employee to achieve such standards of performance. The provisions of this Article shall not be used as a disciplinary measure and shall be in addition to and not in substitution for the Company's right to apply discipline, which may only be exercised in accordance with Article 8.3.

**3.5** Subject to the provisions of this Agreement, the Company retains all of the rights to manage the business as such rights existed prior to the execution of the Agreement. Such rights to be exercised in accordance with the provisions of the Agreement and in a fair and reasonable manner.

#### ARTICLE 4 – Union Rights

**4.1 Union Membership** - No person shall be required as a condition of employment to become or remain a member of the Union.

**4.1.1** During the term of this Agreement, the Company agrees to deduct from each pay, an amount equal to the union dues and/or assessments levied by the Union. The deductions are to be based on the gross earnings for the pay period of every employee in the bargaining unit, beginning with the date of hiring in the bargaining unit. The present rate of deductions is equal to one and two-thirds percent (1.666%) of basic pay, and the same percentage shall be deducted on all additional earnings. The Company shall be notified by registered mail of any changes in the present rate of deductions.

**4.1.2** The Company shall remit the monies so deducted to the Union not later than the fifteenth (15th) day of the following month. The Company shall provide the Union with a monthly printout detailing the following information:

- (1) Employee name;
- (2) Classification, title and salary;
- (3) Amount of dues deducted on base salary;
- (4) Amount of dues deducted on additional earnings;
- (5) The name of any employee who has left or joined the Company since last payment.

**4.1.3** Each year the Company will indicate on the T-4 and TP-4 income tax receipts issued to employees, the total amount of Union dues deducted at source and forwarded to Unifor for the calendar year in question.

#### **4.2 Notices to Union**

- (a) The Company shall immediately mail to the Union Office, and to the President of Local 724M, one (1) copy of each of the following:

Notice of dismissal, promotion, transfer, extension of probationary period, negative report and reply as contained within Article 7, suspension or any disciplinary action affecting any employee within the bargaining unit.

- (b) The Local will be advised in writing within five (5) days of the hiring, resignation, or retirement of an employee.
- (c) At the time of hiring each new employee shall be provided with a copy of this agreement and copies of all applicable benefit plans. In addition, each new employee shall be given a fifteen-minute orientation meeting with a member of the Local Union Executive.

**4.2.1** The Company will furnish, upon request by the Union, two (2) copies of seniority records.

**4.2.2** The Company shall annually supply to the President of Local 724-M during the term of this Agreement, a list containing the following information for all employees covered by the Agreement and any subsequent additions or deletions as they occur:

- (a) Name and address
- (b) Date of hiring
- (c) Classification
- (d) Salary
- (e) Wage Scale Placement

**4.2.3** Prior to beginning employment, a new employee shall be provided with a copy of the Collective Agreement and a written statement from the Company indicating his rate of pay, classification, **eligibility to enroll in the pension plan** and any other special commitments agreed to by the Company.

**The Company shall within three (3) working days e-mail to the office of the Union Local a notice of the hiring of new staff.**

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

- (a) Local Union Executive Officers shall be free to communicate with members in the work place regarding the terms and conditions of this agreement so long as such activity does not result in a disruption of work.

**4.4 Bulletin Boards** - The Company agrees to the posting by the Union on a designated bulletin board of announcements regarding Union meetings, elections and their results and Union social events. All other matters will require prior authorization by the Company. Such authorization will not be unreasonably withheld. Only the Union Executive Officers will post and remove material on the bulletin board.

**4.5 Leave for Union Activities** - Upon request by the Union, the Company will release without loss of pay or other benefits up to four (4) employees named by the Union to attend negotiation meetings, and up to three (3) employees to attend grievance meetings.

Additionally, the four (4) employees named by the Union to attend negotiation meetings shall each be granted one (1) common day off without loss of pay or other benefits in order to attend a pre-negotiation union meeting. The Union shall provide the Company with three (3) weeks advance notice of such pre-negotiation day.

It is agreed that an employee is released for his full shift without loss of pay or other benefits during days of negotiation meetings. Further, should an employee agree to attend at grievance meetings, health and safety meetings, or any other joint Union/Management meetings during his off hours, he shall receive equivalent time off without loss of pay or other benefits to be taken at a time mutually agreed.

**4.5.1** Leave without pay will be granted to any employee duly authorized to represent employees in order to:

- (a) Attend Executive Council Meetings, Labour Conventions, Labour Courses, Congresses, etc. A request for such leave shall be submitted at least fifteen (15) days in advance and shall state the anticipated dates of his absence.
- (b) Accept a position with the Union or an official labour body for a period of time for one (1) year, except where an employee is elected to the position of National President, National Secretary -Treasurer, or a Vice President, in which case the leave shall be for a period of four (4) years.

Such leave shall be granted by the Company on receipt of a written request from the employee and the President of the Union. Prior to the return of the employee, six (6) weeks' notice shall be submitted to the Company.

- (c) It is understood that not more than one (1) employee within each functional group shall be so released at any one time, to a maximum of three (3) employees.

**4.5.2** Leave provided for in Article 4.5.1(b) shall not constitute a break in continuity of service in the computation of seniority. With respect to Article

4.5.1(a), shall not constitute a break in continuity of service in the computation of seniority, severance pay, or other benefits under this Agreement.

**4.6 Non-Discrimination** - The parties hereto will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or lawful activity, or lack of activity on behalf of the Union. The Company will not discriminate in respect to hiring, tenure of employment against any employee covered by this Agreement because of membership in or lawful activity on behalf of the Union, nor will it discourage membership in the Union, or attempt to encourage membership in another Union.

**4.7** A member of the Union who is employed in a supervisory capacity, shall not be held accountable to the Union for any action taken when carrying on such duties for the Company, but this shall not be construed to prevent the filing of a grievance by the Union in respect of actions of any such member acting in a supervisory capacity in carrying on his duties for the Company.

**4.8** The Canada Labour Code provides that every employer must establish and enforce a policy with respect to Sexual Harassment. A copy of the policy has been reproduced, for informational purposes only, at the back of this Agreement

#### ARTICLE 5 – No Strike Clause

**5.1** The Union shall not cause, nor permit its members to cause, nor shall any member of the Union take part in a slow-down or a strike, either sit-down or stay-in, of any of the Company's operations during the term of this Agreement. The Company shall not cause, or permit its employees to cause, engage in nor permit a lockout of any of its operational locations during the term of this Agreement.

**5.2 No Strike Breaking** - The Company will not assign, transfer, or require employees to go to any radio station, television station, transmitter, studio or property where a strike of employees whose functions are similar to those covered by this Agreement is in progress, or to originate a program or programs not normally fed to such facility, nor will the Company require any employee in the bargaining unit to perform the duties of any other employee who is engaged in a lawful strike.

#### ARTICLE 6 – Grievance Procedure

**6.1** It is mutually agreed that it is the spirit and intent of this Agreement to adjust as quickly as possible, grievances arising from the application, administration, interpretation or alleged violation of this Agreement.

**6.2** The parties recognize that the "Canada Labour Code" provides that any employee may present his personal grievance to his employer, at any time. Any

such grievance may be subject to consideration and adjustment, as provided in the following Articles on grievance procedure.

**6.3** In the event of a dispute between any member or members of the bargaining unit and the Company, in reference to the application, administration, interpretation or alleged violation of this Agreement, the following shall be the procedure for adjustment and settlement thereof:

**STEP NO. 1:** The grievance shall be reduced to writing and a copy thereof delivered to the employee's Department Head, or designate, within fifteen (15) days of the arising of such grievance. A copy shall also be simultaneously delivered to the employee designated by the employees as their Chairman of the Grievance Committee.

**STEP NO. 2:** The grievance shall be discussed with the employee's Department Head, or designate, and the Local Grievance Committee consisting of not more than three (3) members. Such discussions will deal with grievances of which at least two (2) days' notice shall have been received. Such meeting shall take place within ten (10) days of the request for a meeting. Appropriate records of such meetings shall be kept.

**STEP NO. 3:** If the grievance is not recorded as settled within ten (10) working days after the meeting described in Step No. 2, the dispute shall be referred to the Vice-President and/or General Manager and the Union Representative for further discussion and consideration.

**STEP NO. 4:** In the event that the representatives of the Company and the Union cannot reach an agreement, the dispute may, by written notice of either party to the other party, be submitted to final and binding arbitration within six (6) months of Step 3. The parties shall, within twenty (20) days of the sending of the notice requesting arbitration, select a mutually acceptable Arbitrator. If the parties are unable to agree on the selection of an arbitrator within these twenty (20) days, the Federal Minister of Labour shall be requested by either party to appoint the arbitrator. The cost and/or expenses of such arbitrator shall be borne equally by the Company and the Union, except that no party shall be obligated to pay the costs of stenographic transcript without express consent.

**6.4** The Arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement, but he shall have the power to direct, if he thinks proper, that any employee who has been wrongfully suspended, discharged, or otherwise disciplined shall be reinstated with any other benefit under this Agreement which may have been lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties, or the arbitrator.

**6.5** If either of the parties to this Agreement considers that this Agreement is being misinterpreted or violated in any respect by the other party, the matter may be discussed between representatives of the Company and the Union, and if not

satisfactorily settled, either party may refer the matter to arbitration, as provided in Step 4 of Article 6.3.

**6.6 Time Limits** - Any time limits mentioned under grievance procedure shall exclude Saturdays, Sundays and Statutory Holidays, and may be extended by mutual consent.

**6.7** Employees shall suffer no loss of pay or other benefits while attending grievance meetings with the Company. Time spent attending grievance meetings outside the scheduled tour of duty will be compensated at straight time off in lieu. No other penalties shall apply.

## ARTICLE 7 – Report on Performance

**7.1** An employee shall be given written notice of any dissatisfaction, whether considered disciplinary or not, within ten (10) working days of the cause of the dissatisfaction becoming known to his immediate supervisor. This notice shall include all particulars of the event which led to such dissatisfaction and may also include further disciplinary action. If this procedure is not followed, such notice of dissatisfaction shall not become part of his record for use against him, at any time. Where a notice of dissatisfaction is found to be unjustified, all reference to such notice shall be removed from the employee's record.

**7.2** The employee's reply to such notice of dissatisfaction if received within ten (10) working days after he has been given the notice referred to in Article 7.1 above, shall become part of his record. If such reply is not so received, it will not become part of his record for use by him at any time.

**7.1** An employee shall be given written notice of any dissatisfaction, whether considered disciplinary or not, within ten (10) working days of the cause of the dissatisfaction becoming known to his immediate supervisor. This notice shall include all particulars of the event which led to such dissatisfaction and may also include further disciplinary action. If this procedure is not followed, such notice of dissatisfaction shall not become part of his record for use against him, at any time. Where a notice of dissatisfaction is found to be unjustified, all reference to such notice shall be removed from the employee's record.

**7.2** The employee's reply to such notice of dissatisfaction if received within ten (10) working days after he has been given the notice referred to in Article 7.1 above, shall become part of his record. If such reply is not so received, it will not become part of his record for use by him at any time.

**7.3** An employee shall have access to his/her personal file in the presence of a non-union supervisor during office hours **and may bring a union representative.**

**7.4** The employees shall be notified in advance by the Company of any meeting where disciplinary action or reprimands are to be discussed with them. An

employee may be accompanied by a member of the Local Executive, or a Steward, when an Executive Officer is not available when attending such a meeting. Any member of the Union Executive so requested shall be released from duty, without loss of pay or benefits, to attend such meeting.

**7.5** Any notice of dissatisfaction which has been placed on an employee's record, in accordance with Article 7.1, shall be removed from the employee's record **eighteen** (18) months after the date of the notice, if no other related incident occurs, but in any event, not later than twenty-four (24) months after the date of the notice, and shall not be used against the employee for any purpose thereafter.

## ARTICLE 8 - Seniority

**8.1** Company Seniority - Company seniority shall be deemed to have commenced on the date of hiring by the Company and shall be equal to the length of continuous service.

**8.1.1** Company seniority shall relate only to the order of lay-offs, promotions and the choice of vacation periods.

**8.2 Promotions and Transfers** - When the Company determines that a vacancy exists or creates a new bargaining unit position, such position shall be posted in order to enable employees to apply for such vacancies. The position shall be given to the bargaining unit employee who has the skill, ability, qualifications and experience to meet the requirements of the position, all of which must reasonably relate to the job. Where employment equity or "on-air" balance require the Company to do so, job postings may establish a preference for members of groups identified in employment equity legislation. Where, in the opinion of the Company which must be reasonably exercised, two (2) or more applicants have equal skill, ability, qualifications and experience, the position will be awarded to the most senior applicant. Nothing in this Article precludes the Company from hiring applicants from outside sources where no qualified employees apply and are accepted. A vacancy shall be posted for a minimum of seven (7) days prior to filling the position. If the vacancy is a result of the resignation of an employee, the posting shall be as follows:

- (a) Where an employee resigns giving less than two (2) weeks' notice, the notice of vacancy shall be posted a minimum of forty-eight (48) hours;
- (b) where an employee resigns giving less than one (1) weeks' notice, the notice of vacancy shall be posted a minimum of twenty-four (24) hours; and
- (c) when an employee is promoted to fill a vacancy, the resulting posting may be waived upon the agreement of the Company and the Local Union.

**8.2.1** Without his consent, no employee shall be transferred or assigned to a position outside the bargaining unit. The Company agrees to prior consultation with an employee before making a final decision that would involve a permanent transfer (within the bargaining unit) of the employee. The Company further agrees that the final decision shall be fair and reasonable, taking into consideration the wishes of the employee.

**8.2.2** No employee shall in any way be penalized for refusing to accept a promotion or transfer out of the bargaining unit.

**8.2.3** When employees are assigned to perform in a job classification different from their regular classification, they will not be penalized for errors as a result of inadequate training.

**8.2.4** An employee promoted to fill a vacancy in a higher classification shall be on a trial period in such classification for a period of ninety (90) days. The Company may, at any time during this trial period, return the employee, for reasonable cause, to his former classification with no loss of seniority. However, any pay increase received will be forfeited.

**8.3 Dismissal, Demotion, Suspension and Disciplinary Action** - Dismissal, demotion or suspension of an employee shall only be for just and sufficient cause and by written notice given the employee at the time of his dismissal, demotion or suspension. Such notice shall clearly state the reasons for such action. It is agreed that any such action may be subject to the grievance procedure.

(a) An employee dismissed for just and sufficient cause, other than gross misconduct, shall be entitled to two (2) weeks' notice or in lieu of such notice, shall be given two (2) weeks' pay plus accrued vacation pay.

**8.4 Lay-offs** - When lay-offs of employees are to be made, such lay-offs shall proceed in inverse order of Company seniority within the impacted job classification provided that in the reasonably determined opinion of the Company remaining employees have the occupational qualifications for available work for lateral or downward transfers within the bargaining unit.

**8.4.1** An employee about to be laid off from one job classification who has had three (3) months or more of service in another functional group, may apply his seniority and revert to such other classification, provided that no employee is to be displaced by a more senior employee unless the latter possesses the current occupational qualifications of the job filled by the employee with less seniority.

**8.4.2** An employee about to be laid off from one job classification who has the Company seniority, and who in the opinion of the Company may be trained in a reasonable length of time to perform duties in another job classification, shall be trained and he shall then revert to that job classification, if such a vacancy is to be filled. The Company's opinion must be exercised in a fair and unbiased



manner. A reasonable length of time shall be eight (8) weeks.

**8.4.3** An employee who has reverted to another group and whose basic salary is higher than the maximum of this new group shall maintain his current salary (no reduction in basic salary). Such employee shall be red-circled until the maximum salary of his new job classification catches up to his current salary.

**8.4.4** In the event of lay-offs, employees affected will receive ten (10) weeks' notice or ten (10) weeks' salary in lieu of notice, plus accrued vacation pay.

**8.4.5** The Company shall advise the Union at least ten (10) weeks in advance of proposed lay-offs. It shall be the intention of the Company to give full consideration for job vacancies within the bargaining unit for those employees who are to be laid off.

**8.4.6** While an employee is laid off, the Company will continue the group insurance payments, excluding L.T.D. benefits at its cost for a period of **six (6) months**, or until the employee obtains employment, whichever is earlier.

**8.5 Re-engagement of Laid-off Employees** - When vacancies occur, the Company agrees to re-engage in the order of Company seniority within the job classification, former employees who have been laid off for a period not exceeding one (1) year. The Company further agrees to give preferential consideration to the re-engagement of such former employees who had at least one (1) year of Company seniority and who have been laid off for a period exceeding one (1) year. An employee who bumped into a lower rated classification, in accordance with Article 8.4.2, shall retain first recall rights to his previous classification when a vacancy occurs therein. No new employee shall be hired in the same job classification as the laid-off employee until those laid off have been given the opportunity to return under the recall provisions.

**8.5.1** The Company's responsibility will be considered to be fulfilled if the Company gives notice, in writing, by registered mail to the former employee's last known address. The employee must notify the Company of his intention within ten (10) days of the notice being sent.

**8.6 Computation of Seniority After Interrupted Service** - In the event an employee with one (1) year or more of Company seniority is laid off or is granted leave of absence or transferred to a position within the Company not covered by this Agreement:

- (a) continuity of service for the purpose of Company seniority shall be considered unbroken if he returns to the status of an employee within one (1) year, or
- (b) if he returns to the status of an employee after one (1) year has elapsed, his Company seniority upon returning shall be that which he had on the effective date of such layoff, transfer or leave of absence.

**8.6.1** In the event an employee with less than one (1) year of Company seniority is laid off, and he returns to the status of an employee before six (6) months have elapsed, his Company seniority, upon returning, will be that which he had on the date of such layoff.

**8.6.2** Seniority shall cease to exist if the employee resigns or is discharged. During a layoff, an employee with three (3) months or more Company seniority shall retain recall rights for a period of twelve (12) months from the date of layoff. An employee with five (5) years or more of Company seniority shall retain recall rights for a period of twenty-four (24) months from the date of layoff.

**8.6.3** Except as provided in Articles 4.5.1(b) and 4.5.2, seniority will not accumulate further in case of leave of absence over one (1) month, but accumulation shall resume on return to work.

## ARTICLE 9 – Jurisdiction and New Equipment

**9.1 Jurisdiction** - The Company will not assign duties relating to the preparation, administration, audition, rehearsal, recording and/or broadcast of material to employees other than those defined in Article 2.1 of the Agreement.

**9.1.1** Employees, as defined in Article 2.1 of the Agreement, shall:

(a) install, set up, modify, assemble, operate and maintain all the Company's television and radio equipment used, owned, rented, leased and obtained by the Company or any equipment obtained in the future to replace or supplement such equipment. This equipment shall mean all electronic, mechanical and optical equipment and otherwise used for broadcasting TV, FM Radio material, including that used in transmitting, control and/or conducting audio and/or video frequencies and signals for use in broadcast, closed circuit broadcast, rebroadcast, pick-up, relay, audition, rehearsal, recording, sound effects, visual effects, inter-communications equipment for broadcast purposes, and/or on-air playback.

(b) Perform office, clerical and switch-board duties;

(c) Create, write, produce and direct commercials;

(c) Announce, report, write and produce programs.

**9.1.2** The Company agrees that it will not transfer, assign or sub-contract any work or functions covered by this Agreement to which employees are entitled under the terms of this Agreement to any other employee(s) of the Company not covered by this Agreement, or to any other Company or its employees, except that it is agreed that the Company shall not be required to alter existing methods or practices covering the following:

- (a) The Company may enter into an agreement with a commercial client whereby the client may provide its own announcer for voice-over or on-camera announcements, or participants or talents, or may provide a completed audition tape, to be used exclusively for the client's own commercials or programs. This Agreement does not affect any other of the obligations of the parties under the Collective Agreement.
- (b) The Vice-President Engineering or Chief Engineer may operate technical equipment for the purpose of testing and evaluating such equipment or for the evaluation of technical program quality.

The Vice-President Engineering or Chief Engineer may perform maintenance and job installation functions in the execution of his normal job functions.

- (c) Placement students are defined as those, who as part of their studies curriculum, need to be placed for a specific term in a work place environment as part of an internship placement. While such students are not employees, they may be assigned to assist full-time employees in the bargaining unit provided that they do not perform any work function except under the direct supervision of the employee to whom they are assigned.
- (d) The Directors of Creative Services, Radio and Television, may write and produce and operate for production purposes, equipment located in radio and television production rooms.
- (e) Outside contractors retained by the Company for specific installation or modification of equipment, buildings, towers and antenna maintenance at transmitter sites, and maintenance of mechanical equipment, shall be allowed to perform their contracts.
- (f) Non-bargaining unit employees may operate, for play-back and recording purposes only, equipment located in offices, board rooms and production rooms. Such play-back and recording operations shall be limited to internal screening, air-checks and sales purposes.
- (g) The Company may hire stringers for news and sports coverage purposes and freelancers for any other special purposes, including talent, writers for Electric City, announcers and actors.
- (h) The Company has the right to hire as a part-time employee for a short and predetermined period of time, or receive so they can complete their course of training, students from various fields, so long as they do not lessen the regular hours of work or work week of a full-time employee.
- (i) The Broadcast Operations Manager may operate equipment while producing

and/or directing programmes in execution of normal job functions.

- (j) The Operations Manager (Radio) / Programme Director – Radio, may perform the functions of an announcer/operator in the execution of the Programme Director's normal job function, and may also record and produce radio commercials and promotion spots.
- (k) The present practice concerning voicing and appearance in or on radio or television programs, commercials, promotional announcements or public service announcements may continue. That is, any person may appear in voice or in person on the understanding that such appearances will not result in a loss of bargaining unit announcer jobs in either radio or television.
- (l) Non-bargaining unit employees may perform the duties of the receptionist and switchboard operator during lunch periods, breaks, vacations, compassionate leave, emergency and illness and to replace the AM-FM Traffic Manager during vacations, maternity leave, illness, compassionate leave and emergency.
- (m) Non-bargaining unit employees may continue to perform the non-bargaining unit office and clerical duties normally performed by them in the past.
- (n) Casual employees may perform the work agreed to in Article 2.3.4.

**9.1.4** It is agreed that the provisions of Article 9.1.3 (a) to (o) will not be used to avoid the filling of a full-time vacancy, the hiring of an employee or to result in the lay-off of an employee in the bargaining unit.

**9.1.5** The container or label for every audio and videotape recording or films produced by the Company shall bear the seal of the Union. Every film, videotape and live production, produced for or by the Company shall have the CEP seal or mutually acceptable alternative exhibited on the end/closing credits. The seal shall appear only on those credits where the Company also receives a credit. The seal may not appear on those outside productions where the Company is unable to negotiate the insertion of such seal.

**9.1.6** Manufacturers, distributors, engineers or technical representatives may install, assemble, modify, set-up, test and repair technical equipment provided such work is required by warranty.

**9.2 Technological Change** - For the purposes of this Agreement, the term "technological change" shall be understood to include, but not limited to, the introduction of any changes in machinery, equipment, processes, in whole or in part, also including data processing, computers, word processors or automated equipment of any type. This definition shall also include the definition contained in the Canada Labour Code.

**9.2.1** In the event that the Company introduces, or permits to be used, any

process, machinery or equipment which substitutes for, supplements or replaces any present process, machinery or equipment, such process, machinery or equipment shall be operated and maintained only by employees in the bargaining unit herein set forth except as provided in Articles 9.1.2 and 9.1.5.

**9.2.2** Should lay-offs result from technological change as distinguished from changes in programming, the Company shall:

- (a) Give the Union and the employees as much advance notice as is practicable, but not less than six (6) months' notification of such lay-offs or six (6) months' pay in lieu of said notice, plus all other benefits for the same period. Also, the employee shall receive severance pay, as outlined in Article 10.7.
- (b) The Company shall, in writing, state the nature of the changes contemplated and the number of jobs likely to be affected. Upon receipt of such notice by the Union, the Parties shall arrange a meeting or meetings, for the purpose of conducting discussions which will achieve an understanding to assure that any hardship to the employees affected shall be minimized; this shall be done by providing, wherever possible, alternative employment within the Company for employees whose jobs have been eliminated, or by joint efforts on the part of the Company and the Union to obtain employment outside the Company, and/or by any other means that the parties may, by mutual agreement, decide upon. The Company will provide such employees reasonable time off at a mutually agreeable time, during their normal work week, without loss in salary, to be interviewed for positions outside the Company.

**9.3** For the purposes of this agreement it is understood that, notwithstanding any of the provisions of this Article 9, any work or functions covered by this Agreement may be transferred to other properties owned by Corus Entertainment Inc. ("a reorganization").

**9.3.1** Should a re-organization result in the lay-off of employees, as distinguished from lay-offs caused by changes in programming, the Company recognizes additional moral obligations to such employees and agrees to the following conditions in fulfillment of such obligations:

**9.3.2** The Company will give the Union and the employees as much advance notice as is practicable, but not less than six (6) months' notification of such lay-offs or six (6) months' pay in lieu of such notice, plus all other benefits for the same period (such notice to run concurrently with any other notices required under this agreement). An employee laid off as the result of a re-organization may, at their option, on one month's written notice elect to take early lay-off, and shall be paid the unworked portion of the six-month notice period and shall continue to be entitled to benefit coverage for that period (except short term and long term disability benefits).

**9.3.3** The Company shall, in writing, state the nature of the changes contemplated and the number of jobs likely to be affected. Upon receipt of such

notice by the Union, the Union and the Company shall arrange a meeting or meetings for the purpose of conducting discussions which will achieve an understanding to ensure that any hardship to the employees affected will be minimized. This shall be done by providing, wherever possible, alternative employment within the Company for employees whose jobs have been eliminated, or by joint efforts on the part of the Company and the Union to obtain employment outside the Company, and/or by any other means that the parties may by mutual agreement, decide upon. The Company will provide such employees reasonable time off at a mutually agreeable time, during their normal work week, without loss in salary, to be interviewed for positions outside the Company.

**9.3.4** If a re-organization results in a lay-off of employees at one location (Kingston or Peterborough) and the creation of a bargaining unit position at the other location (Kingston or Peterborough) such laid off employees may apply, and shall be given first consideration for such position(s) (in accordance with the provisions of Article 8.2) before any other applicants are considered. Successful applicants will be granted full seniority status acquired under the Collective Agreement at either location (Kingston or Peterborough).

**9.3.5** Article 10.7 has no application to employees laid off as a result of re-organization. Rather, employees laid off as a result of a re-organization will be paid an amount equal to two (2) week's salary for each year of service up to a maximum of fifty-two (52) weeks' salary, such pay to be pro-rated to the nearest month for partial years of service.

## ARTICLE 10 – Employee Benefits

**10.1 Sick Benefits** - An employee who is absent due to illness or injury shall be granted leave with pay, as follows:

Length of Service	Benefits
During Probation Period	1 week (5 days) at 100% salary
Probation period completed but less than 2 years	2 weeks (10 days) at 100% salary
2 years but less than 3 years	3 weeks (15 days) at 100% salary
3 years but less than 4 years	5 weeks (25 days) at 100% salary
4 years but less than 5 years	6 weeks (30 days) at 100% salary
5 years but less than 6 years	7 weeks (35 days) at 100% salary
6 years but less than 7 years	8 weeks (40 days) at 100% salary
7 years but less than 8 years	9 weeks (45 days) at 100% salary
8 years but less than 9 years	10 weeks (50 days) at 100% salary
9 years and over	13 weeks (65 days) at 100% salary

(a) each year of service [begins on date of employment or anniversary for the next twelve (12) calendar months] and includes both single and multiple day absences.

(b) Such sick benefits shall not accumulate from year to year. Any sick leave credits used within a twelve (12) month period by the employee shall be deducted from the earned sick leave credits in accordance with the table above. Sick leave credits shall be reinstated at a rate of 1.25 days per month for each month of active employment starting in the month following the employee's return from sick leave up to the maximum credit allowed in accordance with the above table.

(c) An employee who is absent during any year of service beyond the sick leave credits earned in accordance with the table above (days at 100% pay) shall receive 66.7% of basic earnings during such absence(s), excluding probationary employees, until Long Term Disability Insurance payments commence.

**10.1.1** Absence because of illness or injury shall not interrupt an employee's vacation credits or sick benefits in the Agreement.

**10.1.2** Should an employee fall sick while on vacation, sick leave will be paid and the unused days of vacation will be credited to the employee upon the presentation of a doctor's certificate stating that the employee was under his care.

**10.1.3** Should an employee fall sick while on authorized leave of absence, sick leave will not commence until expiration of that leave.

**10.1.4** Upon reasonable notice, time off without loss of pay shall be granted to employees for the purpose of attending at appointments with a health care practitioner. To qualify for such time off, the employee shall produce a written statement from his doctor or dentist, if requested, stating that the employee did attend such an appointment. It is understood that employees will attempt to attend such appointments on their own time if reasonably practicable.

**10.1.5** The Company has the right to request a medical examination of an employee in cases where absence from work for medical reasons exceeds seven (7) or more days in any calendar year. The parties shall attempt to agree mutually on the choice of doctor to perform such examination, failing which; the Company may designate a doctor. The chosen doctor shall, prior to any examinations, agree that the results of any examination shall remain a confidential matter between the employee and the doctor/clinic and shall not be made available to any representative of the Company. The doctor shall be permitted to advise the Company only of the general health of the employee as it relates to regular attendance at work. Such examinations shall be conducted during the tour of duty of an employee and at the expense, if any, of the Company.

**10.1.6** No exclusions shall reduce or apply to benefits entitled to under Article 10.1 or 10.3 and/or the Long Term Disability Insurance when an employee is travelling to or from an assignment or while on duty for the Company.

**10.1.7** For the purposes of this Agreement, the term "illness or sickness" shall be considered to mean the same for definition purposes.

**10.1.8** An employee, if requested, shall submit a doctor's certificate following three (3) continuous sick days off. Further, the Company may request a doctor's certificate after an employee has used five (5) sick leave days in any calendar year, whether continuous or not, and upon each occasion thereafter. When the Company has requested that a doctor's certificate be provided the employee shall provide such certificate within forty-eight hours after return from sick leave. Such



doctor's certificate will state if the employee is unable to return to work due to illness or incapacity. The Company shall bear the cost of any required doctor's certificate. Any suspected abuse of sick or medical leave shall be discussed between the Company and the Union and any agreed upon course of action shall be implemented.

**10.1.9** Long term disability commences after six (6) months of continuous disability or if the disability is not continuous, the days the employee is disabled will be accumulated to satisfy the waiting period as long as:

- no interruption is longer than two (2) weeks; and
- the disabilities arise from the same disease or injury.

**10.2** Leave for Employees With Child Care Responsibilities -

Employees shall be entitled to leave for child care responsibilities as set forth in the Canada Labour Code. Employees who are absent for child care leave as set forth in the Canada Labour Code shall share the cost of their medical and group insurance benefits as per the current cost-sharing practice as of the date of ratification.

1)

(a) .

- (ii) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, that employee is entitled to and shall be granted a leave of absence from employment. In accordance with the Canada Labour Code.

2) .

3) .

**10.2.1.**

An employee who is absent from work, on either maternity or parental leave, shall be entitled to receive:

- Ninety-five percent (95%) of their base pay for the maternity/parental leave, coinciding with the Employment Insurance (EI) waiting period after the employee submits proof that they have applied and qualified for EI benefits. The normal deductions shall be deducted at source, and,
- A supplementary benefit allowance whereby EI benefits will be topped up to sixty-five percent (65%) of their base pay for a period of twenty-one (21) weeks.

10.2x in the event that the employee voluntarily elects not to return to work following the conclusion of their leave, or resigns within six (6) months following their return from leave, they will be required to pay back a prorated portion of the supplement benefit allowance to the Company.

Employees who are absent prior to the commencement of maternity leave due to medical conditions related to pregnancy may apply, and are entitled to receive sick leave or long term disability in the normal manner, and this is also applicable during any period of maternity leave when the sickness is unrelated to pregnancy or birth, and the sick leave waiting period and the LTD provisions will apply.

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

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

**10.2.4**

- (a) The employee, upon return to work at the conclusion of such child care leave, will be reinstated in her former classification. If she fails to return, she may, at the Company's discretion, be terminated from the staff at the conclusion of the period for which leave of absence was granted
- (b) If wages and benefits are changed as part of a plan to reorganize the Employer's establishment (including contract renewal), the employee is entitled, on being reinstated, to receive wages and benefits as if the employee had been working during the reorganization. When such reorganization takes place which will result in a change in wages or benefits, the Employer must notify the employee in writing, as soon as possible.

**10.2.5**

- (d) Seniority will continue to accrue without interruption during the child care leave, except that vacation credits shall not accrue during such leave. The Employer shall pay its share and the employee will pay his share of the benefit plans contained in Article 10.3 during such child care leave.
- (e) The Pension Plan shall remain in force and accumulate during child care leave. Any normal contribution required of the employee shall continue to be the responsibility of the employee and payment is required within a reasonable period of time. Where an employee fails to pay the required contributions by the time the employee returns to work the duration of

leave will not count as service with the Employer when calculation of benefits is made.

**10.2.6** The Employer shall not dismiss, suspend, lay off, demote or discipline an employee because an employee is pregnant or has applied for leave under Article 10.2. Pregnancy or intention to take leave is not to be taken into account in any decision to promote or train the employee.

**10.2.7.**

**10.3 Medical and Group Insurance** - Following three (3) continuous months of full time employment the company shall pay 90% of the cost of:

Group Term Insurance and Semi-Private Coverage Plan, or any medical coverage introduced by Federal or Provincial Governments to replace any of the above-mentioned plans during the life of this Agreement, covering the employee, his spouse and children, provided that the employee complies with all membership requirements.

**1) Comprehensive Medical:**

- (a) Prescription drugs (90% refundable)
- (b) EMC services
- (c) Paramedic services (to a max. of \$1,000.00)
- (d) Hearing aids (to a max. of (\$1,000.00)
- (e) Orthopedic shoes
- (f) Dental – Basic and Supplementary Basic 90% refundable – Major Restorative Services: Crowns, inlays, bridges and dentures to \$2,000.00 annually, subject to 50% co-insurance with unlimited maximum.

Orthodontics subject to 50% co-insurance with a \$2,000.00 lifetime maximum for employee, spouse and each dependent.

Effective September 1, 2010 the Company agrees to introduce a drug card as part of its comprehensive medical plan at no additional cost to employees.

**2) Eye Care Plan:**

The Company shall reimburse the cost of one (1) eye exam every twenty-four (24) months for employee and dependant to a maximum of **fifty-five dollars (\$55.00)**.

During any twenty-four (24) consecutive months the Company shall reimburse the cost of eyeglass lenses and/or contact lenses eligible up to amount that would be charged for a pair of regular eyeglasses. This limit will not apply if contact lenses are the only way to restore visual acuity of better eye to at least

20/70, or if required after cataract surgery; eyeglass frames will not exceed the maximum amount payable of One Hundred and Fifty Dollars (\$150.00) and they are limited to one pair per family member.

Sunglasses or safety glasses of any kind are excluded. Supplies must be prescribed in writing by an ophthalmologist or a licensed optometrist and must be dispensed by an ophthalmologist, a licensed optometrist or a qualified optician.

- 3) Travel Assistance Cards will be introduced within one (1) month of the ratification of this Agreement.

**10.4 Pension Plan** - The Company Pension Plan (former Power Pension Plan) in existence at the signing of this Collective Agreement shall be kept in force for the term of this Agreement. Each employee enrolled in the aforementioned Pension Plan shall receive annually a statement of his status in the Plan.

Effective September 1, 2010, it is agreed that the existing Pension Plan shall be amended insofar as a "base year" will be amended as part of the plan for all active members. The effect of the base year in terms of the career average earnings formula will be to fix an income base for all years including and preceding 2000 at the salary of each member on December 31, 2000. The formula will use the new salary base for calculation of all pension entitlements for years prior to 2001.

**10.4.1** Participation in the Company Pension Plan shall be on a strictly voluntary basis for all present and future employees.

**10.4.2** Those new employees who wish to join may do so at the first September 1st after they have been with the Company one year. The Company plan is integrated with the Canada Pension Plan. For those in the plan, the amount of contributions in the calendar year is based on salary at September 1st, and including Canada Pension Plan, comes to five percent (5%) of salary on that date. A booklet summarizing the Plan is available from the Accounting Department.

**10.5 Compassionate Leave** - When an employee is required to be absent due to death in his immediate family, i.e. legal guardian, husband, wife, same sex partner, father, mother, brother, sister, child, stepchild, mother-in-law, father-in-law, grandparents, grand-children, son-in-law, daughter-in-law, brother-in-law, sister-in-law (employee's sibling's spouse) and any relative permanently residing in the employee's household or with whom the employee resides, common-law spouse (defined as permanently residing together for three (3) months or longer), he will be granted compassionate leave of absence with pay for up to four (4) days for the purpose of attending the funeral. However, in the case of the death of an employee's spouse, same sex partner, child or stepchild, such leave shall be up to five (5) days.

**10.5.1** In the case of aunts, uncles and actual time off required to perform pallbearer duties for other than above, payment for such leave shall be at the sole

discretion of the Employer.

**10.5.2** The Employer will consider requests for specified leave for emergencies, e.g., birth of a child, critical illness in the immediate family. However, payment for such leave will be at the sole discretion of the Employer.

**10.5.3** When no one other than the employee can provide for the needs of a dependent child, spouse or dependent parent during an illness, an employee shall be entitled to reduce the sick leave credits up to a maximum of five (5) days for such purpose. Prior notification must be given to the Supervisor, and the employee must provide a doctor's certificate after three (3) working days or more.

**10.6 Jury/Witness Duty** - Employees called to serve on juries or to obey a subpoena as a witness in a matter in which they do not have a personal interest (i.e., personal financial gain or loss), shall be granted a leave of absence and shall receive their regular salaries during such periods, less the fees they received in payment for such service, excluding reasonable, documented expenses, provided further that the employee shall return to work if he is released from the jury duty prior to 12:00 noon.

Employees shall not be scheduled to work evenings, nights or weekends while serving in this capacity. Penalties shall not apply during such absences to the employee going on such leave.

**10.7 Severance Pay** - Severance pay shall be paid to an employee dismissed for any reason other than just cause.

**10.7.1** After one (1) year of completed service, two (2) weeks salary for each year of service up to a maximum of fifty-two (52) weeks' salary. With respect to incomplete years, the severance pay shall be on a pro-rata basis calculated to the nearest month.

**10.7.2** In the event that an employee desires leave without pay, he shall apply in writing to the Company stating the reason for such leave and the Company may grant such leave. No employee shall suffer loss of seniority or other benefits as a result of such leave.

**10.8 Health and Welfare Plans** – The Company agrees to provide benefits no less favourable than those agreed upon at the date of the signing of this Collective Agreement and, further, all such benefits shall be kept in force during the term of this Agreement. The benefits referred to above shall include Sick Benefits, Maternity Leave, Medical and Group Insurance, Long Term Disability Insurance and the Pension Plan. These benefits shall not be changed, eliminated, amended or modified, except by written agreement between the Company and the Union.

Unless specifically exempted by the terms of the policies of insurance providing the benefits described above, all employees shall be required to enroll in the

Health and Welfare plans provided for in this Article. Employees opting out of the Plan must provide proof and details of other coverage annually at January 1<sup>st</sup>.

## ARTICLE 11 – Transportation and Travel Expenses

**11.1 Travelling Expenses** - The Company agrees to reimburse each employee for all authorized and/or approved expenses when travel is authorized by the Company, reimbursements to be on the basis of actual out-of-pocket costs for all reasonable purposes, the Company reserving the right to specify accommodation, method of transportation and generally the type of expense to be incurred.

**11.1.1** It is agreed that an application for an advance to cover travelling and location expenses will be made as far in advance as possible of an employee's departure time and that an accounting of any such expenditures will be submitted for approval within five (5) work days of an employee's return to home base.

**11.1.2** An employee shall not be required to use their own car on Company business. If an employee is authorized to use their own automobile for transportation in connection with their duties, they shall be reimbursed forty-eight cents (\$ 0.48) per kilometre with a minimum five dollars (\$5.00) per round trip. In the event that Company policy provides a transportation allowance greater than forty-eight cents (\$ 0.48) per kilometre, employees will be paid the greater transportation allowance.

**11.1.3** When an employee on Company business is involved in an accident resulting in damage to his car and the amount of damage cannot be recovered from any other person or persons, the Company agrees to reimburse the employee for the deductible amount under the employee's car insurance plan to a maximum of five hundred dollars (\$500.00). Furthermore, the Company will not be required to pay any deductible amount if the accident was a result of proved negligence on the employee's part.

**11.1.4** Except for those employees who are regularly assigned to work such hours, an employee subject to a change of schedule and/or unexpected overtime or call-back and who is required to commence or end a tour of duty during such time as public transit is not available shall be provided with transportation by the Company.

**11.2 Definition of Location** - For the purposes of this agreement, the definition of "location" shall apply:

- (a) "Local" location is considered to be any point within a thirty (30) kilometre radius of CHEX TV Studios in Peterborough, and in the case of the Oshawa office, any point within a thirty (30) kilometre radius of Oshawa.

- (b) "Out-of-town" location shall be any point beyond the limits defined as "local" location.

**11.2.1** Employees on "Out-of-Town" assignments for a day and who do not receive a per diem allowance as provided in Article 11.2.2, shall be reimbursed following the provision of receipts for each meal to which they are entitled under the provisions of Article 14 up to a maximum of:

<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
\$11.00	\$16.00	\$26.00

**Where more than one meal is taken, the combined receipts will not exceed the above**

A breakfast payment shall be paid for any meal period assigned between 0600 hours and 1100 hours. A lunch payment shall be paid for any meal period assigned between 1100 hours and 1630 hours. A dinner payment shall be paid for any meal period assigned between 1630 hours and 2200 hours. Any meal period assigned outside of the hours referred to above, or, if it is a second meal period assigned within a single time block referred to above, the employee shall be reimbursed for a subsequent meal allowance. If a meal period is so assigned that 50% or more of it straddles any of the time periods referred to above, the meal shall be paid at the higher rate of the two periods involved.

**11.2.2** Employees on "out-of-town" assignments which require overnight accommodation shall receive an expense allowance to cover the cost of meals, etc., on the following basis:

**Fifty Five Dollars (\$55.00)** per day with part days paid at Three Dollars and Fifty Cents (\$3.50) per hour to a maximum of **Fifty Five Dollars (\$55.00)**. These per diems shall be for each twenty-four (24) hour period starting at the original call time. Special assignments will be considered on an individual basis.

**11.2.3** Employees on "out-of-town" assignments who require overnight accommodation shall receive, single occupancy accommodation. The Company may designate and supply such accommodation.

**11.2.4** A cash advance to cover the estimated per diem costs will be given employees before departure.

**11.2.5** Employees shall be reimbursed for the following expenses when necessary:

- (a) The cost of economy air transportation or its equivalent, including chair or parlour car seat, and, when applicable, automobile mileage allowance;
- (b) The cost of taxis and limousine bus service between residence and station or airport at point of departure and return; and between station or airport and

hotel at point of destination;

- (c) The cost of vehicles for the transport of equipment;
- (d) The cost of extra assistance in handling equipment;
- (e) The cost of telecommunications and long distance telephone calls required for Company business;
- (f) The cost of laundry on out-of-town assignments of more than three (3) days;
- (g) The cost of the first five (5) minutes of a phone call to home base on the first day and every second (2nd) day thereafter on out-of-town assignments;
- (h) The cost of traveler's cheques when supported by receipt for amount in excess of one hundred and fifty dollars (\$150.00).

**11.3 Travelling Conditions** - For pay purposes, employees engaged only in travelling shall be credited with all time consumed when travelling on an assignment of the Company, such time will be computed:

- (a) From the scheduled time of the carrier's departure, when the employee leaves from his home for travel by common carrier.
- (b) From the assigned hour of departure from his home, when the employee travels by automobile direct to the assignment.
- (c) From the time he leaves his normal place of employment, when the employee reports there before proceeding to travel.
- (d) From the assigned hour of departure from his lodging, when an employee is using overnight accommodation.

**11.3.1** Time credited for the return journey under the above conditions will be computed in the same manner.

**11.3.2** When an employee is required to work at a studio or remote location other than his normal place of employment, he shall be credited with all-time consumed in transit between such normal place of employment and any other studio or remote location and return

## [ARTICLE 12 – Holidays and Annual Vacation](#)

**12.1 Holidays and Holiday Pay** - The following shall be paid holidays:



New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day (Empire Day)	Christmas Day
Dominion Day	Boxing Day

plus  
any  
day

duly proclaimed by Federal or Provincial Authority as a public holiday. Civic Holiday, which is the first Monday in August, replaces Remembrance Day as a holiday on the above list.

In addition to the holidays listed above, two (2) additional "floating holidays" to be scheduled only by mutual agreement between the employee and the Company but must be received within the calendar year in which it is earned. In the case of new employees, the additional holiday shall be credited only after six (6) months of service and shall be taken within the calendar year. Full-time employees who leave the Company shall be entitled to payment for one floating holiday after January 1st and both floating holidays after June 1st if the floating holidays have not been received in accordance with this Article at the time of leaving.

**12.1.1** The date of the holiday shall be deemed to be the holiday for pay purposes, unless otherwise mutually agreed by the Company and the Union.

**12.1.2** If a holiday falls on a scheduled work day and the employee is not required to work, he shall receive his normal basic pay for such day [seven and one-half (7½) hours] at the straight time rate.

**12.1.3** If the holiday falls on a scheduled work day and the employee is required to work, he shall receive two and one-half (2½) times his basic rate (which amount shall include his basic rate) with a minimum credit of seven and one-half (7½) hours, except that all hours worked and/or credited in excess of seven and one-half (7½) hours per day will be paid at an additional one-half (½) times the basic hourly rate. Additionally, all hours worked and/or credited in excess of twelve (12) hours per day shall be paid at a further one-half (½) times the basic hourly rate for the employee.

**12.1.4** If the holiday falls on a scheduled day off, he shall, by mutual agreement, receive either one (1) additional day's pay for that week, or add one (1) day to his annual leave or be given one (1) day off with pay at a mutually agreeable time.

**12.1.5** If the holiday falls on a scheduled day off and an employee is required to work he shall receive three (3) times his basic rate, with a minimum credit of seven and one-half (7½) hours, except that all hours worked and/or credited in excess of seven and one-half (7½) hours per day will be paid at an additional one-half (½) times the basic hourly rate. Additionally, all hours worked and/or credited in excess of twelve (12) hours per day shall be paid at a further one-half (½) times the basic hourly rate for the employee.

**12.1.6** With respect to Articles 12.1.3 and 12.1.5, an employee at his own option shall be permitted to add one (1) day to his annual leave or be given one (1) day off with pay at a mutually agreeable time, and this shall result in reduction of seven and a half (7½) hours times the basic rate only from the holiday payment earned under Article 12.1.3 or 12.1.5. Employees wishing to take a lieu day as part of vacation shall so indicate on the employee's vacation request form. Otherwise, employees shall request lieu days on their weekly time sheets.

**12.1.7** Articles 12.1.2, 12.1.3, 12.1.4, 12.1.5 and 12.1.6 shall not apply to part-time employees and in lieu thereof, the following provisions will apply to such employees:

(a) Part-time employees shall be paid one and one-half (1½) times the basic rate (which amount shall include his basic rate) for all hours worked on a holiday, with a minimum credit of four (4) hours.

(b) In lieu of the Articles referred to above all part-time employees shall receive five percent (5%) of gross wages added to each pay as payment for a holiday on which they do not work.

**12.1.8** Any period of time off allowed by the Company for:

- (a) employee participation in organized recreational activities;
- (b) because of inclement weather;
- (c) and for any other reason

shall not be considered as a holiday for the purposes of this Agreement. It is understood that such time off shall be granted at the discretion of the Company having due regard to the work requirements in each department. Such authorized time off which falls within the assigned work day of an employee shall be considered as time worked.

**12.2 Scheduling of Christmas and New Year's Holidays** - Before November 15th of each year, the employees will advise the Company in writing of their preference of days off to be scheduled over the Christmas and New Year's days. The employee's choice of either day off shall be granted on the basis of Company

seniority within the job classification and each employee, if he so requests, shall be scheduled off on either Christmas Day or New Year's Day. These Christmas and New Year's holiday schedules shall be posted no later than December 1st.

### **12.3 Vacation and Annual Leave -**

Leave with pay for vacation for employees shall be granted at the rate of one and one-quarter (1¼) days for each calendar month of employment [i.e., three (3) calendar weeks or fifteen (15) working days per twelve (12) month period] computed as of December 31st each calendar year.

**12.3.1** When an employee has completed eight (8) consecutive years of service with the Company, he shall be granted leave with pay for vacation at the rate of one and two thirds (1.666) days' vacation for each month worked (ie. four (4) calendar weeks) computed as of December 31st of each calendar year.

**12.3.2** When an employee has completed twenty (20) consecutive years of service with the Company, he shall be granted leave with pay for vacation at the rate of 2.083 days' vacation for each month worked [i.e., five (5) calendar weeks] computed as of December 31st of each calendar year.

**12.3.3** Vacation pay shall be the greater of:

(a) as provided in Articles 12.3, 12.3.1, 12.3.2;

(b) as provided in the Canada Labour Code, vacation means four percent (4%) or, after six (6) consecutive years of employment with one employer, six percent (6%) of the wages of an employee during the year of employment in respect of which he is entitled to the vacation.

**12.3.4** New employees shall be entitled to take one (1) week's vacation after six (6) months of work with the Company.

**12.3.5** If a payday falls during a vacation period, the employee shall be entitled to receive the vacation pay for that period before going on vacation provided the employee requests this in writing at least one (1) month prior to the commencement of the vacation.

**12.4 Scheduling of Annual Leave -** Every employee shall be entitled to have at least two (2) weeks of his credited vacation period consecutively unless requested otherwise by the employee and approved by the Company. At the written request of the employee, and with the consent of the Company, three (3) weeks of the credited vacation may be scheduled consecutively if operational requirements permit.

**12.4.1** In the event that a statutory holiday occurs during an employee's vacation, one (1) additional day for each such holiday shall be added to the vacation credits.

**12.4.2** An employee will be entitled to begin or end his vacation, in conjunction

with his days off. Further the employee will be entitled to begin and end his vacation in conjunction with his days off provided they are booked at the time vacation is requested.

**12.4.3** Where more than one (1) employee requests the same time period, the choice shall be made on the basis of Company seniority within the job classification. Employees who plan to take their vacation between May 15 and October 15 shall submit their vacation request by April 1st of each year. Employees who have not submitted their vacation request by April 1st of each year, may exercise their seniority only for available weeks. A senior employee who has not submitted his request by April 1st cannot deprive a more junior employee of his chosen vacation. The Company will post the vacation schedule by May 1st of each year, and such schedule shall not be changed without the agreement of the employee.

**12.4.4** Part-time employees shall receive vacation pay of 4% earnings, and 6% earnings for part-time employees with more than six (6) years of continuous service, each pay. Part-time employees shall be eligible to receive two (2) weeks of unpaid vacation, and three (3) weeks after six (6) years of continuous service, annually.

**12.4.5** Vacations must be taken in the year in which they are earned unless a carryover is approved by the Company in which case such vacation must be taken by March 31st of the following year. All employees shall be entitled to at least two (2) weeks vacation during the summer period of June 1st to August 31st.

**12.4.6** A maximum of one (1) week of owed vacation time [five (5) days] within each vacation year may be broken up and taken on a day-to-day basis and scheduled at a time mutually agreed upon by the employee and the Company.

**12.4.7** Upon termination of employment an employee (or his estate in case of death), shall receive accrued vacation pay for each completed calendar month of employment since the previous January 1st, plus pay for any vacation period previously earned but not taken.

**12.4.8** No employee shall be required to work for the Employer during any time scheduled as his vacation.

## ARTICLE 13 – Hours and Scheduling of Work

**13.1 Work Week** - The standard work week for full-time employees shall be thirty-seven and one half (37½) hours. The work week shall commence at 12.01 a.m. Monday. The hours of work shall be exclusive of the first meal period and inclusive of all other meal periods and break periods.

**13.1.1** The five (5) days in any work week need not necessarily be consecutive, they may be separated by the two (2) consecutive days off.

**13.1.2** The standard work day for full-time employees shall be seven and one-half (7 ½) hours. The standard work day for all employees shall be exclusive of the first meal period and inclusive of all other meal periods and break periods.

**13.1.3** With the exception of the "all-night man", the evening announcer and holidays, Saturday and Sunday announcers in radio, any announcer shall have a maximum five (5) continuous hour "on-air" portion of their shift.

**13.2 Days Off** - There shall be two (2) consecutive days off in each work week for full-time employees. These two (2) scheduled days off may be in separate work weeks, i.e., Sunday and Monday. The Company shall make every effort to schedule the days off on weekends as frequently as possible but in no event shall an employee be required to work more than three (3) weekends in a row. The following positions may not receive weekends off in accordance with this article:

(a) On-air News and Sports personnel when acting as a weekend anchor;

(b) Weekend News Producer.

**13.2.1** Two (2) scheduled days off shall be defined as forty-eight (48) hours plus the turnaround period of twelve (12) hours for a total of sixty (60) hours. Three and four (3 and 4) scheduled days off in separate work weeks shall be defined respectively as seventy-two (72) hours plus the turnaround period and ninety-six (96) hours plus the turnaround period. When the two (2) scheduled days off are separated, as provided in Article 13.2.2, there shall be eighty-four (84) hours between the end of the last tour and before beginning of the next tour, following such days off.

**13.2.2** Two (2) scheduled days off may be separated by a holiday only when no work is scheduled on that holiday.

**13.3 Tour of Duty** - A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during a day, with a minimum credit of his standard work day, calculated to the last quarter (¼) hour in which work was performed; provided that if it extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts.

**13.3.1** Hours of work shall be consecutive. There shall be no assignment of split shifts.

**13.4 Posting of Schedules** - Each employee's schedule for any week shall be posted as early as possible, but in no event later than 1:00 p.m. Friday, nine (9) calendar days prior to the week in question. It is the intent of the foregoing to ensure that each employee is advised of his work schedule at the earliest possible time. It will be the responsibility of the employee to check the posted schedule when they are at work.

**13.4.1** Each employee's schedule shall state clearly daily starting time, finishing

time, days off and meal periods. However, Maintenance Technicians, News Personnel, designated MCR personnel, and Radio Announcers shall take their meal periods at any convenient time within their shift.

**13.4.2** After the posting, there shall be no reduction in the number of hours scheduled for any day in the week without notice being given by 1:00 p.m. of the employee's last working day prior to the day in question. If such notice is not given, the employee shall be credited with all the hours originally scheduled.

**13.4.3** An employee's day(s) off will not be changed after the schedule is posted, as provided in Article 13.4 without his consent.

**13.4.4** In the event that an employee's schedule is not posted in accordance with the above Articles, the previous weekly schedules shall carry over until a new schedule is posted, subject to all provisions of the Collective Agreement.

**13.4.5** The posting of the weekly schedules and any changes/notices shall be considered to be notification to the employee, except that:

- (a) when on duty, the Company will make every reasonable effort to notify the employee of a change;
- (b) if off duty or on remote assignment, the Company will notify the employee directly of any change.

**13.4.6** No employee shall be required to work in excess of eight (8) consecutive calendar days without his consent.

**13.5 Change of Schedule** - Notice of change of starting time shall be given as much in advance as possible, but not later than 1:00 p.m. of the employee's last working day prior to the day of the change. If such notice is not given, the employee shall be credited with all hours originally scheduled, plus any additional hours.

**13.5.1** Prior to going on leave of five (5) days or more, an employee shall be given a written pre-arranged time to report back. This time, however, may be rescheduled later but not earlier than the pre-arranged time and must comply with Article 13.5. The Company must make a reasonable effort to notify the employee of such change. The Company shall be considered to have made a reasonable effort when a letter of notification has been mailed to the employee's normal mailing address designed to arrive within the time limits prescribed.

**13.5.2** It is the responsibility of an employee to report to the Supervisor in charge of scheduling, advising when he will be available for duty following absence due to illness or physical injury. It is the Company's responsibility to then, or subsequently, inform the employee of any change in his schedule.

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

**13.6 Overtime Computation** - All time worked or credited in excess of seven and one-half (7½) hours in one (1) day shall be paid at the rate of one and one-half (1½) times the hourly rate of the employee up to three (3) hours. In excess of three (3) hours, two (2) times the hourly rate shall be paid. All overtime must be pre-authorized by the Company.

**13.6.1** Except while filling in for an employee who is on sick leave, employees involved in unscheduled overtime (i.e., overtime which is scheduled and/or worked without notice being given to the employee by 1:00 p.m. of the day prior to the day involved) will be paid at one-half (½) basic rate in addition to any other payments received under this Agreement for all such time scheduled and/or worked. This unscheduled overtime provision will not be paid however during the first two (2) hours of overtime, unless such overtime goes beyond two (2) hours, and in this case the unscheduled overtime will be paid from the time at which the overtime began.

**13.6.2** An employee, at his option and without discrimination, may elect to receive time off with pay in lieu of any overtime or days off which were worked or credited. Time off shall be based on the actual rate of the premium or penalty payment earned and shall be in lieu of such payments. All other penalty or premium payments involved shall be liquidated in cash at the normal time. The maximum accrual of credits shall not exceed five (5) days at any given time and shall be taken at a mutually agreed time. Requests for such leave shall be in writing and scheduled on a seniority basis. At the employee's request their bank time shall be liquidated in cash.

**13.6.3** Provided that employees file the appropriate claim for overtime in time so that the claim can be processed, payment for overtime worked or credited will be paid on the pay day of the pay period following the pay period in which the overtime was worked.

**13.6.4** Each employee shall receive a copy of his overtime and penalty computations and he shall be entitled to make a copy of his weekly time sheet.

**13.6.5** An employee may, at his own discretion, refuse to work overtime and shall not be penalized for so refusing. However, if all qualified employees who can be reached refuse overtime, the Company may direct the work to be performed by any qualified member of the bargaining unit in inverse order of seniority.

**13.6.6** Where operational requirements permit and providing mutual agreement between the appropriate Manager and the affected employee is obtained, an employee may complete an overtime assignment at a convenient time. However, no additional expense shall accrue to the Company where such flexibility is afforded.

**13.7 Work on Scheduled Day Off** - When an employee works on a scheduled day off, work performed on that day shall be compensated as follows:

- (a) If work is performed on one (1) day off in a week, time and one-half ( $1\frac{1}{2}$ ) computed separately from the work week, with a minimum credit of **six (6) hours**;
- (b) If work is performed on both days off in a week, double time (2x) computed separately from the work week, with a minimum credit of **six (6) hours for the second day**;
- (c) Should the hours worked or credited on a day off exceed seven and one-half ( $7\frac{1}{2}$ ) hours will be paid at an additional half ( $\frac{1}{2}$ ) the basic rate. Additionally, all hours worked and/or credited in excess of ten (10) hours per day shall be paid at a further one-half ( $\frac{1}{2}$ ) times the basic hourly rate for the employee.

**13.7.1** Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than 1:00 p.m. of the previous work day. If such notice is not given, the employee shall receive four (4) hours' pay at straight time rate, computed separately from the work week, provided the employee is released from duty for the entire tour of duty.

**13.8** Turnaround Period - A turnaround period is the period of at least twelve (12) hours between the end of one tour of duty and the commencement of the next tour of duty.

**13.8.1** All time scheduled and/or worked during any of the above turnaround periods shall be compensated for in addition to the regular basic rate at one-half ( $\frac{1}{2}$ ) times basic for the portion of such assignment which encroaches on such turnaround period.

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

- (a) On a swing-in-shift, on a regular rotating shift pattern, which occurs in conjunction with an employee's scheduled day off.
- (b) On a shift where an employee is released from duty to attend negotiation or grievance meetings with Management.
- (c) On a shift where an employee agrees to a trade-in shift.

**13.9 Call-Back** - An employee called back to work, having left his place of work on the day in question, shall be paid at the time and one-half ( $1\frac{1}{2}$ ) rate, with a minimum credit of four (4) hours. Call-back shall be computed separately from the work week.

**13.9.1** Call-back is defined as those hours credited to an employee who, having worked and/or been credited with at least the minimum tour of duty, is called back to perform further work on the day in question.



**13.9.2** An employee shall not be required to work more than four (4) hours without a meal period. After this meal period, which is deemed to be a second or subsequent meal, Article 14 will apply.

**13.9.3** An employee, at his own discretion, may refuse to work call-back as outlined in Article 13.9, and shall not be penalized for such refusal. However, should all qualified employees who could be reached refuse a call-back, the Company may direct the required call-back to any qualified member of the bargaining unit, in inverse order of Company seniority.

**13.9.4** Such right of refusal shall not apply to a maintenance technician or supervising maintenance technician who is receiving standby pay in accordance with Article 13.9.5 for the day in question.

**13.9.5** Maintenance technicians will be paid twenty-five (25%) percent of their weekly salary, for a seven (7) day standby period when they are designated as standby. To receive such standby pay, employees must be available on standby when called and must be able to arrive at the studio or Greater Peterborough transmitter site within thirty (30) minutes of the call, inclement weather excepted. Each maintenance technician will be assigned on rotation. Employees have the right to interchange their assignment with the approval of the Chief Engineer. Standby pay shall be computed separately from the work week, and shall be paid in addition to any payments required under the Agreement for time worked. The unscheduled overtime provisions of Article 13.6.1 will not apply to a Maintenance Technician who is receiving this standby premium.

**13.9.6** The Company will equip technicians with a cellular phone.

**13.10 Night Differential** - When an employee works between 12:00 midnight and 6:00 a.m. all hours worked therein shall be compensated for at an additional three dollars (\$3.00). In the case of incomplete hours, payment shall be made to the next nearest half (½) hour. This payment shall not be deemed overtime or part of basic salary.

**13.11 Temporary Upgrading** - If an employee is temporarily assigned to a higher paid job in another wage group, the employee shall be paid an additional Fourteen Dollars (\$14.00) per tour of duty for all work in excess of one (1) hour. This article shall not apply where the employee is assigned work of a higher classification for training or a trial, for a maximum of three (3) consecutive weeks. This article shall not be used for the purpose of reducing the number of employees in the classification to which such an employee has been upgraded. At the time of such assignment, an employee shall be verbally advised of their temporary upgrading and this shall be recorded on the employee's time sheet.

**13.11.1** In the event that an employee is temporarily assigned to perform work of a supervisory nature in a category which is excluded from the bargaining unit, he shall continue to receive the protection of this Agreement.

**13.12 Excessive Hours and Safety** - The Employer agrees to give proper

attention to the health and safety of its employees.

**13.12.1** Having due regard to health and safety, the Company agrees to equalize the workload so that any individual employee is not repeatedly scheduled excessive work hours.

**13.12.2** No employee shall be required to work under hazardous conditions. Where dangerous or hazardous work is involved, all reasonable safety and precautionary measures shall be taken by the Company. An employee's legitimate refusal to undertake such dangerous or hazardous work will in no way be held against the employee or prejudice his employment with the Company.

**13.12.3** The Company shall give consideration to the incapacities of an employee in assignments involving climbing ladders, or work under hazardous conditions, however, it is absolutely forbidden for any employee, including technical staff, to climb any company or tenant's tower. This work is granted solely to contractors.

**13.12.4** The Company agrees to make suitable arrangements for the provision of protective equipment or clothing when this is necessary. The employees agree to wear or use such equipment when supplied. It is understood that such protective clothing, and/or safety devices, are and remain the property of the Employer and shall be returned in good condition on demand.

**13.12.5** When transportation is provided to employees by the Employer, the appropriate safety standards shall be observed.

**13.12.6** The Company agrees that prior consultation is desirable with the employee(s) directly affected, to satisfactorily deal with the human factor when selecting/installing new equipment.

**13.12.7** The Company agrees to provide inspections and any necessary repairs to ensure that VDT equipment meets all operating and pertinent Federal, Provincial or WSIB standards. The Company further agrees to keep the Health and Safety Committee informed of any activities in this regard.

**13.12.8** Employees who are pregnant shall not be required to operate a VDT or work within ten (10) feet of where a VDT is in operation. At their request, (or at the discretion of the Employer) the Employer shall temporarily relocate such employees to other appropriate work, or provide protective shields on the VDTs, during the pregnancy, with no loss of salary or employment benefits.

**13.12.9** A Joint Health and Safety Committee shall be constituted, consisting of an equal number of representatives of Management and the Union, which shall identify potential dangers and health hazards, and obtain information from the Company or other persons respecting the identification of hazards and health and safety experience and work practices and standards elsewhere. The Committee shall meet at least once a month. Notes shall be taken at all meetings and copies

shall be sent to the Company and the Union. Time spent on the Safety Committee to attend meetings or inspections will be considered as time worked.

**13.12.10** Two (2) representatives to the Joint Health and Safety Committee, one from Management, one from the Union, shall make periodic inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. Time spent on such inspections shall be considered as time worked.

**13.12.11** The Company shall make available and maintain First Aid Kits and fire extinguishers in the workplace.

**13.12.12** If an accident should occur while on duty, the employee shall advise his supervisor immediately. However, if this is not possible and medical attention is required, the employee must advise the hospital or doctor that this was a work related accident. The employee is covered by a Company funded insurance policy of comparable value to WSIB or alternatively will be covered by WSIB. The employee shall then advise his supervisor immediately so that a claim under the Company's occupational injury policy or WSIB can be completed.

**13.12.13** Safety footwear shall be supplied where conditions require their use, with the cost shared on a 50/50 basis between the employee and the Employer and the same shall become the property of the employee.

#### ARTICLE 14 – Break and Meal Periods

**14.1 Break Periods** - A full-time employee shall be entitled to and shall receive two (2) fifteen minute break periods during each tour of duty. These break periods shall not be assigned during the first or last hour of the tour of duty. On a tour of duty of more than seven and one-half (7.5) hours, a full-time employee shall not be required to work more than four (4) hours without a break period.

**14.1.1** If a full-time employee is required to work through his break period, he will be paid at the one and one-half (1½) times the basic rate computed separately from the work week.

**14.2 Meal Periods** - To all tours of duty, a first meal period of sixty (60) minutes shall be assigned beginning not earlier than the start of the third (3rd) hour of the tour and ending not later than the end of the sixth (6th) hour of such tour.

**14.2.1 Notwithstanding Article 14.2, Broadcast Engineers and Videographers shall take a thirty (30) minute meal period at any convenient time within their tour of duty, and will apply a thirty (30) minute break period to the beginning or end of their shift, depending on operational requirements. Article 14.6 shall not apply. An employee must notify their supervisor if they have been unable to schedule such a meal break before the sixth (6th) hour of their tour of duty begins. If such a meal period is still not received during the tour, one half (½) hour will be paid at one and one-**

**half (1½) times the basic rate. An employee so designated may request a sixty (60) minute combined meal period, providing such request is deemed not to interfere with the operational requirements of the department. Such request will not be unreasonably withheld.**

**14.3 Second Meal Period** - A second meal period of not less than thirty (30) minutes shall be assigned in tours of duty of ten (10) hours or more during which a first meal period was scheduled. The second meal period shall be assigned within the fourth (4th) or fifth (5th) hour after the completion of the first meal period.

**14.4 Subsequent Meals** - A subsequent meal period of not less than thirty (30) minutes will be assigned within the third (3rd) or fourth (4th) hour after completion of a prior meal period.

**14.5** In the event the second or subsequent meal period is not assigned or received, thirty (30) minutes shall be added to the end of the shift as time worked, unless otherwise mutually agreed.

**14.6** When an employee does not receive a meal period within the time limits required by this Article, he shall receive, in addition to his regular salary, compensation in an amount equal to his basic hourly rate for each hour worked, with a minimum credit of one (1) hour, for the duration of the displacement, calculated:

- (a) In the Case of an Early Meal - from the time the received meal period began, until the earliest time it should have begun under Articles 14.2, 14.3 or 14.4.
- (b) In the Case of a Late Meal – from the latest time that the meal period should have begun under Articles 14.2, 14.3, or 14.4, until the starting time of the meal period received.
- (c) In the Case of a Meal Not Received – from the latest time the meal period should have begun under Articles 14.2, 14.3, or 14.4 until the end of the tour of duty.

**14.7** Employees shall receive an expense allowance to compensate for the cost of second and subsequent meals as follows:

Second Meal(s) \$10.00  
Subsequent Meal(s) \$ 8.00

**14.8** In the event a remote location is so situated that no facilities to obtain an appropriate meal is readily available for the crew during their assigned meal period, the Company shall:

- (a) Allow the crew sufficient added time and supply them with adequate transportation to travel to where an appropriate meal can be obtained, or

(b) at its own expense, furnish the crew with an appropriate meal.

**14.9** Employees shall not be required to travel from their normal place of employment to other studios or remote locations within the area during their meal periods, or any part thereof.

#### ARTICLE 15 – Clothing Reimbursement

**15.1** Each May 1st and October 1st all News, Weather and Sports Anchors who appear on camera shall be reimbursed for clothing purchased during the previous six (6) months to a maximum of five hundred dollars (\$500.00). All reporters and show hosts who appear on camera shall be reimbursed to a maximum of **four hundred dollars (\$400.00). An employee may elect to carry forward their October 1<sup>st</sup> reimbursement to combine with the following May 1<sup>st</sup> reimbursement (within the same fiscal year).** In order to qualify, employees must have performed in the above on-camera functions, a minimum of fifteen (15) occasions during the previous six (6) months. The monetary limitations set out herein may be exceeded in circumstances where the Company and the employee agree to contra arrangements. Guidelines on acceptable clothing to be purchased and worn on-air will be provided by the Company. On-air clothing articles must be pre-approved by the Company.

**15.2** Upon presentation of receipts, the Company shall reimburse an employee for the reasonable cost of all make-up used in order to appear on camera. The present practice with respect to hair styling shall continue.

**15.3** Effective upon completion of his probationary period and every three (3) years thereafter, all full-time ENG/EFP Camera persons, Videographers, Broadcast Technician and maintenance persons shall be provided with a winter parka allowance up to a maximum three hundred dollars three hundred and fifty dollars (\$350.00) payment upon presentation of a receipt. Such parka shall remain the property of the employee. The Company reserves the right to provide this winter apparel, of equivalent value, and at no cost to the employee in lieu of cash payments. In such case the employees as a group shall select a suitable item from at least three available choices. The Company shall also provide such persons with suitable rain wear at Company expense.

#### ARTICLE 16 – General Wage Provisions

**16.1** Wages in Article 17 are minimums only.

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

**16.1.2** Progression up the salary schedule within each classification shall automatically occur on the first complete pay period of the month nearest the employee's semi-annual or annual anniversary date of employment with the Company.

**16.1.3** When an employee is transferred into a higher pay classification, he shall immediately move into the higher salary scale and receive a salary increase which is at least the equivalent of one full increment in his former group, plus the amount necessary to place him on step in the new group, and shall automatically progress upward on the annual or semi-annual anniversary date of such promotion.

**16.1.4** One (1) full increment means the increase in pay that the employee would have next received had he remained in his former classification, or if he is at the top of his former classification, or if he is at the top of his scale, the increase he last received in reaching the top rate.

**16.1.5** Pay days shall be semi-monthly and shall be the 15th and last day of each month. Should either of these days fall on a weekend or statutory holiday, the pay day will be moved back to the last prior banking day.

**16.1.6** Time sheets shall not be altered so as to reduce the employee's claim without the Company informing the employee in writing with the reason.

**16.1.7 Remote Broadcast Fee - In acknowledgement of the ongoing need for radio announcer staff presence at client location and public events, the following provisions shall apply;**

- (a) Radio announcers specifically assigned to perform sales remote cut-ins outside their tour of duty to a maximum of two (2) hours will receive \$55 fee payment per occasion. Should the staff member be required to stay beyond the scheduled two (2) hours, the additional time shall be prorated and added to the fee for the occasion.**
- (b) Radio announcers specifically assigned to perform sales remote cut-ins outside their tour of duty to a maximum of four (4) hours will receive \$175 fee payment per occasion. Should the staff member be required to stay beyond the scheduled four (4) hours, the additional time shall be prorated and added to the fee for the occasion.**

**These activities may not necessarily be coincident with the announcer's regular tour of duty. When this remote fee is being paid the provisions of Article 13, except Article 13.6.5, shall not apply.**

ARTICLE 17 – Wages and Classifications

**17.1 Wage Scales** – The wages of all employees and all wage schedules shall be increased as follows:

Effective September 1, 2016 – Lump Sum \$250 FT/\$125 PT

Effective September 1, 2017 – 1.5%

Effective September 1, 2018 – 1%.

Groups for the purpose of wage classifications and weekly salaries shall be as follows:

<b>Group 1</b> Receptionist, Promotions Coordinator				
	19-Sep	20-Sep	21-Sep	22-Sep
Start	582.85	591.59	600.47	609.47
1	594.50	603.42	612.47	621.66
2	606.39	615.49	624.72	634.09
3	618.52	627.80	637.21	646.77
4	630.89	640.35	649.96	659.71
5	643.51	653.16	662.96	672.90
6	656.38	666.23	676.22	686.36
7	669.51	679.55	689.75	700.09
8	682.90	693.14	703.54	714.09
9	696.55	707.00	717.60	728.37

<b>Group 2</b> Creative Writers, TV Traffic Assistant, Evening Weekend/Announcer, Radio Traffic Supervisor, TV Traffic Supervisor, Audio Producer				
	19-Sep	20-Sep	21-Sep	22-Sep
Start	675.23	685.36	695.64	706.07
1	688.74	699.07	709.56	720.20
2	702.51	713.05	723.74	734.60
3	716.56	727.31	738.22	749.29

4	730.89	741.85	752.98	764.28
5	745.51	756.69	768.04	779.56
6	760.42	771.83	783.40	795.15
7	775.63	787.26	799.07	811.06
8	791.14	803.01	815.05	827.28
9	806.96	819.06	831.35	843.82

**Group 3**

Videographer, Assignment Editor,  
 Director/Producer, EFP Cameraperson, Daytime  
 Announcer, Audio Producer/Evening Announcer,  
 Creative Writer/Editor

	19-Sep	20-Sep	21-Sep	22-Sep
Start	730.69	741.65	752.78	764.07
1	745.31	756.49	767.84	779.35
2	760.21	771.61	783.19	794.94
3	775.42	787.05	798.86	810.84
4	790.92	802.78	814.83	827.05
5	806.74	818.84	831.12	843.59
6	822.88	835.22	847.75	860.47
7	839.34	851.93	864.71	877.68
8	856.12	868.96	882.00	895.23
9	873.24	886.34	899.63	913.13

**Group 4**

Broadcast Engineer, Commercial Production  
 Director, Weather Analyst, Sports  
 Anchor/Reporter, Morning Show Host/Anchor, EFP  
 Director, Morning Show Producer, Morning Show  
 Producer/Director

	19-Sep	20-Sep	21-Sep	22-Sep
Start	809.01	821.15	833.46	845.96
1	825.19	837.57	850.13	862.88
2	841.70	854.33	867.14	880.15



3	858.53	871.41	884.48	897.75
4	875.70	888.84	902.17	915.70
5	893.22	906.62	920.22	934.02
6	911.08	924.75	938.62	952.70
7	929.30	943.24	957.39	971.75
8	947.89	962.11	976.54	991.19
9	966.84	981.34	996.06	1011.00

<b>Group 5</b>				
Evening News Anchor/Producer, Assistant Chief Engineer, Morning Drive Announcer				
	19-Sep	20-Sep	21-Sep	22-Sep
Start	854.63	867.45	880.46	893.67
1	871.73	884.81	898.08	911.55
2	889.16	902.50	916.03	929.78
3	906.94	920.54	934.35	948.37
4	925.08	938.96	953.04	967.34
5	943.58	957.73	972.10	986.68
6	962.46	976.90	991.55	1006.42
7	981.70	996.43	1011.37	1026.54
8	1001.34	1016.36	1031.61	1047.08
9	1021.37	1036.69	1052.24	1068.02

**17.1.2** For purposes of computation, the hourly rate of the employee shall be 1/37½ (one - thirty-seven and a half) of the employee's weekly salary set forth above.

[ARTICLE 18 – Outside Activities](#)

**18.1** No employee shall engage in activities outside the hours of work where:

- (a) such activities of personnel are in direct competition with the Company;

- (b) such activities create a direct conflict of interest in regards to an employee's duties.

#### ARTICLE 19 – Duration of Agreement

**19.1** This Agreement shall become effective the 1st day of September, 2013 and shall remain in force until August 31, 2016 and from year to year thereafter, unless either party notifies the other, by registered mail, not more than one hundred and eighty (180) days and not less than thirty (30) days prior to the date of expiry, or anniversary of such date, of its intent to modify this Agreement, except where notice of intent to modify this Agreement is given, this Agreement will continue in force until a new Agreement is signed or until a lawful strike or lockout is executed pursuant to the Canada Labour Code, whichever first occurs. 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 a settlement is reached or until either party makes application for conciliation. If the resultant negotiations extend beyond the expiry date of this Agreement, all provisions of the new Agreement shall be retroactive to such expiry date.

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

**19.3** Except as provided herein all provisions of the Memorandum of Agreement shall be effective the Monday following ratification.

IN WITNESS WHEREOF the parties hereto have caused this Agreement and attached letters to be executed by their duly authorized representatives this 18th day of June 2014.

<b>Unifor And its Local 724M</b>	<b>CHEX-TV, CKRU-FM, CKWF-FM, Divisions of Corus Entertainment Inc.</b>
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_____	_____
_____	_____
_____	_____
_____	_____

## ***Harassment and Discrimination***

Corus is committed to providing a work environment free of personal discrimination and sexual harassment. We will make every reasonable effort to ensure that no employee is subjected to any form of discrimination or harassment because of race, sex, colour, national or ethnic origin, religion, marital status, family status, sexual orientation, age, disability or conviction of an offence for which a pardon has been granted.

Corus' policies on harassment and discrimination apply to all employees at all times during the course of their employment, at or away from the workplace, during or outside normal working hours. Corus will take disciplinary measures against any person under its direction who subjects any employee to sexual or personal harassment or personal discrimination.

### ***Definition***

In general, harassment is a form of discrimination that deprives an individual of the dignity and respect that is his or her right. It may be one or a series of incidents. However, in all cases, it is offensive, intimidating or humiliating behaviour that is unwelcome and inappropriate.

Personal Harassment is any unsolicited, unwelcome, disrespectful or offensive behaviour that has an underlying sexual, bigoted, ethnic or racial undertone.

Sexual Harassment is any verbal, visual or physical conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to an employee, or that might reasonably be perceived by the employee as placing a sexual condition on employment, training or promotion.

Examples of Sexual Harassment include but are not limited to the following:

- A demand for sexual favours in return for (continued) employment or more favourable employment treatment
- An implied or expressed threat for refusal to comply with a sexually oriented request
- Unwelcome remarks, jokes, innuendoes, propositions, or taunting about a person's body, attire, sex or sexual orientation
- Displaying of pornographic or sexist pictures or materials
- Leering (suggestive persistent staring)
- Physical contact such as touching, patting, or pinching, with an underlying sexual connotation

## **What Can You Do About Sexual Harassment?**

### **1. Say NO!**

An employee should not ignore harassment and should make it clearly known to the offender that his/her behaviour is offensive and inappropriate. Notes should be taken of the date, time and nature of the incident(s) as well as the name of any witnesses.

### **2. Seek Guidance**

Employees who are uncertain or unable to confront the offender can ask their Union Officer, Supervisor, Manager, Department Head or a representative from Human Resources for guidance on how to handle the situation. All information is strictly confidential and will be kept in complete confidence.

### **3. File a Formal Complaint**

If the behaviour continues, the employee should report the incident to his/her Supervisor, Manager or a Union Officer. If this is inappropriate, then it should be reported to the local Department Head, the Human Resources Department or a Union Officer. The employee may discuss the problem at any time, in complete confidence, with a representative of Senior Management who will be specifically appointed to handle the complaints. When filing the complaint, the employee may be accompanied by a co-worker of his/her choice or a representative from Senior Management or a Union Officer. During the course of the investigation the Manager or Department Head who received the complaint will interview the complainant and the alleged offender as soon as possible, as well as any witnesses identified by the parties involved or any other individual who may have knowledge of the complaint. All information will be documented completely and accurately. All information will be kept private and confidential except where necessary for investigative purposes or disciplinary measure. A decision concerning the complaint must be made within 15 working days of receipt of the complaint. Both parties must be advised of the decision immediately. If an employee is dissatisfied with the decision he/she has the right to file a complaint with the Human Rights Commission.

Note: The Union wishes to emphasize that while a complaint shall not be subject of a grievance, any Local Officer will be prepared to assist any individual in any and all aspects of this policy.

It is also understood that an individual member who may be the accused in a complaint may avail himself of all provisions of the contract, including the grievance procedure.

[Letter of Understanding No. 1 – Article 12.2](#)

It is understood that the Company will make its best effort to release employees from their tour of duty early on the eve of the holiday (Christmas Day or New Year's Day) which the employee has been scheduled off on provided their work for the day is completed in a satisfactory manner. Where this is not possible it is agreed that the Company and employee will come to an alternative arrangement.

Letter of Understanding No.2 – Voluntary Severance

**The parties further agree that during the term of the collective agreement should the Company determine a layoff is necessary, the Company will offer a special one-time early retirement severance for full time bargaining unit members. The one-time lump sum payment of \$13 500, will be in addition to the existing notice as per Article 8.4.4 and severance provisions as per Article 10.7.**

**To be eligible for this voluntary severance the employee must be a minimum of age 45 and have a minimum of 25 years of service.**

**The Company reserves the right to accept/decline for the Voluntary Severance Letter subject to operational and business needs.**

**Any person with critical skills/experience selected by the Company may have their retirement delayed by six (6) months or until necessary training and backfilling has occurred.**

Letter of Agreement No.1 – Oshawa Parking

The Company agrees to pay for or provide parking for its employees who work in Oshawa.



Letter of Agreement No. 2 – \_\_\_\_\_

It is recognized by the parties that \_\_\_\_\_ works irregular hours on an "as needed basis".

The parties have agreed that this arrangement shall continue. In recompense for this arrangement \_\_\_\_\_ shall receive a flat fee amount as contained within the Memorandum of Agreement dated August 9, 1991.

Scheduling and penalty payments will not apply to this employee. All other areas of the Agreement, however, shall apply.

### Letter of Agreement No. 3 – Master Control

During negotiations for a Collective Agreement, the parties discussed the desirability of weekends off. Specifically, the scheduling of Master Control Operators was addressed. The parties therefore agree as follows:

1. Three of the four Master Control Operators will work Monday through Friday with weekends off.
2.                 will work from sign on to 7:00 p.m. on Saturday and Sunday each week.
3.                 will also be scheduled one seven and a half (7½) standby day each week. This day, and the hours of work contained therein will be determined mutually by                 and the Company. If Mr. Sproul works on this 3rd day, it shall be deemed as part of his full and regular work week.
4. Should                 leave the employ of the Company, the Company shall attempt to fill this shift with another, or new employee. Should no employee be found who will work this shift pattern, then the Company shall revert to a rotation of the Master Control Operators.

### Side Letter No. 1 – Traffic Employees

The parties have agreed that in respect of employees performing traffic functions in Peterborough the following wage increases in addition to the negotiated increases in Article 17 shall apply.

1.                    and                    shall remain in Group 3 and shall be paid an additional \$33.00 per week effective September 1, 2010.
2.                    shall remain in Group 4 and shall be paid an additional \$20.00 per week effective September 1, 2010.
3.                    shall remain in Group 4 and shall be paid an additional \$10.00 per week effective September 1, 2010.
4.                    shall be reclassified to Group 5 and shall be paid and additional \$30.00 per week.