

COLLECTIVE AGREEMENT

between

Shaw) Media

and



Canadian Media Guild

La Guilde canadienne des médias

CWA/SCA CANADA

May 1st, 2014 – April 30th, 2017

13997 (03)

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Article 1 – Purpose

- 1.01 The purpose of this Agreement is to set forth clearly all agreements concerning rates of pay, hours of work and all other working conditions to which the parties are contractually bound to be observed by the parties and to provide a prompt and orderly method of settling differences that may arise in the interpretation, administration, application or alleged violation of this Agreement. To this end, this Agreement is signed in good faith by the two parties.

Article 2 – Scope and Recognition

- 2.01 The Employer recognizes and agrees that the Union is the sole and exclusive bargaining agent for all Employees in the bargaining unit defined by the Canada Industrial Relations Board in its Certificate issued December 13, 2005, as follows:

“All Employees in the Operations Department of the Broadcasting division of Alliance Atlantis Communications Inc., 121 Bloor Street East, Toronto excluding supervisors and those above the rank of supervisors, freelancers and casual employees and those working in an administrative, managerial or confidential capacity.”

- 2.02 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an Employee’s membership or non-membership in the Union or because of activity or lack of activity in the Union.

Article 3 – Term and Renewal

- 3.01 Prior to the expiry date, either party may, within a period of four (4) months immediately preceding the date of expiration, by written notice, require the other party to commence collective bargaining for the purpose of renewing or revising the Collective Agreement or entering into a new collective agreement. If such written notice is given by either party and no new agreement is reached, all the provisions of this Agreement shall continue to be observed by both parties until twenty-one (21) days after advice has been received from the Minister of Labour as set forth in Part I of the *Canada Labour Code*, section 89 (1) and (2).
- 3.02 Upon receipt of notice from one of the parties of a desire to negotiate a new agreement, as provided above, the other party shall arrange for a meeting to be held between the parties within twenty (20) days for the purpose of negotiations, and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.
- 3.03 If neither party gives notice in accordance with article 3.02 above to terminate or renegotiate a new agreement, this Agreement shall be considered automatically renewed for a further one (1) year period and year to year thereafter until the provisions of article 3.02 have been satisfied.

Article 4 – Definitions

A **full-time** employee is one who is employed on an ongoing basis and scheduled to work the full regular hours in a week.

A **part-time** employee is one who is employed on an ongoing basis and regularly scheduled to work less than full-time hours.

A **temporary** employee is one who is employed for full- or part-time work for a limited period of time for the purpose of responding to operational requirements and for specific projects and/or to cover the extended absence of another employee (for example, maternity/parental leave, sick leave, vacation etc.)

A **casual** employee is engaged on an irregular basis to cover short-term operational needs, peaks, projects and emergencies. There is no offer or expectation of ongoing or continuous engagement.

Casual employees are excluded from the bargaining unit and the terms and conditions of this Collective Agreement do not apply except when a casual employee is engaged on a regular basis to fill a temporary assignment of a duration more than or expected to be more than twenty (20) consecutive shifts or greater.

A **freelancer** is defined for the purposes of this Agreement as an individual or company engaged by the Employer, pursuant to a contract of engagement, for a specific task in relation to a particular project or production within the Post-Production environment.

Freelancers are not subject to the terms and conditions of this Collective Agreement.

Students from a recognized educational institution shall not be considered employees as defined under this Agreement where they are participating in an internship or practicum placement in the context of their studies. Such students shall be allowed to perform bargaining unit work for the duration of the practicum,

which shall not exceed sixteen (16) weeks, after an initial training period of up to five (5) working days. The Union shall not unreasonably deny requests for waivers where the educational institution requires a longer practicum. After these time limits are exhausted, practicum students shall be paid the appropriate rate for all hours performed. The Union will be notified of student placements no less than two (2) weeks before the student arrives in the workplace.

Basic hourly rate means the hourly rate for the work being performed exclusive of overtime and premiums.

A **day** is a twenty-four (24) hour period which commences with the start of an employee's shift. A shift which commences on one calendar day shall be deemed not to extend into the next calendar day.

Work week: For the purposes of scheduling, a work week commences at 12:01 am Monday.

A **permanent vacancy** is a vacant position which has been declared by the Employer to require filling on a permanent basis. Once posted a permanent vacancy may or may not be filled at the Employer's discretion.

Training is the imparting or transfer of new skills to assist the trainee in performing their job adequately and efficiently. By way of example, this would include situations such as the introduction of new hardware or software or new job functions.

Familiarization: Based on the premise that an employee already possesses the skills and knowledge to perform the basic functions of his/her job classification, familiarization is the imparting or transfer of information to assist the employee in performing their job. This would include information about recent upgrades to existing software/hardware, or description of new workflows.

The word “employee” or “employees”, wherever used in this Agreement, shall mean respectively an employee or employees in the bargaining unit described in Article 2 – Scope and Recognition.

Whenever the masculine or feminine pronoun is used in this Agreement it includes both genders where the context so requires.

Article 5 – Management Rights

- 5.01 The Union recognizes and agrees that the Employer retains every right it had prior to this Agreement, except as specifically modified by this Agreement.
- 5.02 For greater certainty, but without limiting the generality of the foregoing, the Union recognizes and agrees that subject to the specific provisions of this Agreement the Employer has the sole and exclusive right:
- a) To plan, direct, control operations, contract for services and manage its activities in all respects in an efficient, economic and competitive manner as it sees fit;
 - b) To maintain order, to hire, assign, direct, promote, demote, classify, transfer, and for just cause, to suspend, discharge or otherwise discipline employees, subject to the right of the employees to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;
 - c) To determine the nature and kind of business conducted by the Company, the methods, technology and techniques of work, the schedules of work, number of employees to be employed, to make studies of and to institute changes in jobs and job assignments;
 - d) To make and enforce and alter from time to time rules and regulations to be observed by the employees;
 - e) Have the sole and exclusive jurisdiction over all operations and equipment.
- 5.03 The Company agrees not to exercise these functions in a manner inconsistent with the explicit provisions of the Collective Agreement.

Article 6 – General Salary Provisions

- 6.01 The salary scales set forth in Article 7 – Job Classifications and Salary Groups, are minimums. Nothing shall prevent the Employer from paying salaries above these scales.
- 6.02 It is understood that recognition of industry experience, the granting of merit increases in salary, and the provisions of any additional benefits to an employee are matters for the sole discretion of the Employer. Merit pay may be granted to individuals who exceed performance expectations.
- 6.03 Employees who are temporarily assigned, for two (2) or more shifts consecutively or for three (3) or more shifts in any one (1) week, to perform some or all of the functions of a higher classification will be temporarily promoted to the higher classification and will be compensated at a higher rate for the duration of the assignment. The employee's remuneration during the term of the temporary assignment will be the greater of, the minimum rate for the higher classification, or, fifteen per cent (15%) of the employee's hourly rate.
- 6.04 Where an employee is assigned to provide training to other employees, the employee shall be deemed to be on a temporary upgrade to the next salary group for the duration of the training period, and the provisions of article 6.03 will apply.

Article 7 – Classifications and Salary Groups

- 7.01 Progression within a salary group shall be automatic and shall occur annually (May 1st).
- 7.02 For the purposes of the implementation of this Agreement, initial placement of employees on the revised salary scales (“slotting”) will be based on the employee’s base salary as of the day prior to implementation. The employee will be slotted on the closest step on the scale which constitutes an increase. Where, as a result of such slotting, the increase is less than the annual increase for May 1st, 2014 as outlined in article 7.03, the employee’s salary shall be adjusted to reflect the May 1st, 2014 increase outlined in article 7.03. In the second and subsequent years of the Collective Agreement, employees on salary steps will receive the designated step increase as per their Salary Group on May 1st or the annual increase designated in article 7.03, whichever is greater.
- 7.03 Every employee will receive an increase of not less than the following in each year of the term of the Agreement:
- May 1st, 2014 – one and one-half per cent (1.50%)
 - May 1st, 2015 – one and three-quarters per cent (1.75%)
 - May 1st, 2016 – one and three-quarters per cent (1.75%)
- 7.04 When a senior designation is appointed by management she/he shall receive a minimum of five per cent (5%) on top of her/his current annual salary. In order to be considered for a senior designation, it is understood that a candidate must excel in the following criteria:
- 1. Work Performance and Technical Knowledge** – the employee’s work performance is consistently at a high level in terms of quality, accuracy and level of output and is performed error free with minimal guidance or instruction. As well, the employee demonstrates an in-

depth knowledge of the job and keeps up-to-date of new and changing technologies or methods of work.

2. **Problem Solving Skills** – the employee readily accepts assignments or tasks of a challenging nature and consistently meets objectives. Strong comprehension of obstacles, consequences and alternatives is demonstrated. The employee overcomes obstacles in a constructive manner and work is completed without difficulty.
3. **Leadership** – the employee takes the lead in completing tasks, assignments or projects and supports the work of others through constructive advice and/or suggestions. They are respected by their peers and demonstrate initiative to provide guidance and/or training to others.
4. **Ability to Evolve and Grow** – the employee has adjusted professionally to changing priorities and objectives. They demonstrate willingness to accept new challenges and acquire new skills required to meet organizational objectives. The employee implements new approaches or practices to improve quality or productivity.
5. **Accountability, Commitment, Punctuality and Attendance** – the employee is consistently dependable in terms of attendance and approach to work. They contribute to the success of the department by consistently completing work assignments on time and frequently with above standard results.
6. **Perspective and Approach** – ideas and suggestions are readily exchanged with others. The employee is dependable, demonstrates openness to feedback and is routinely collaborative and helpful to others.

Group 1: Dub Operator

Step 1	Step 2	Step 3
\$39,500	\$41,000	\$42,500

Group 2: Assistant Editor, Broadcast Media Coordinator

Step 1	Step 2	Step 3
\$43,500	\$45,000	\$46,500

Group 3: Closed Captioner

Step 1	Step 2	Step 3
\$45,000	\$47,000	\$49,000

Group 4: Master Control Operator, Media Processing Operator, Presentation Editor

Step 1	Step 2	Step 3	Step 4	Step 5
\$48,000	\$50,000	\$52,000	\$54,000	\$56,000

Group 5: Media Workflow Technician

Step 1	Step 2	Step 3	Step 4	Step 5
\$51,000	\$53,000	\$55,000	\$57,000	\$59,000

Group 6: Post Audio Designer, Promo Editor

Step 1	Step 2	Step 3	Step 4	Step 5
\$56,000	\$58,000	\$60,000	\$62,000	\$64,000

Group 7: Broadcast Technologist, Intermediate Post Audio Designer, Visual Effects Artist

Start* \$58,000

Step 1	Step 2	Step 3	Step 4	Step 5
\$62,000	\$64,000	\$66,000	\$68,000	\$70,000

* The “Start” step is intended for new employees who have less than two (2) years of industry experience. They will remain at the “Start” salary until May 1 following their first anniversary in the role. On May 1 following their date of hire they will be eligible to receive the annual increase as outlined in article 7.03.

Article 8 – Annual Vacation

- 8.01 During the first calendar year of employment, vacation will be earned at the rate of one and one-quarter (1.25) days for each completed month of service to a maximum of three (3) weeks.
- 8.02 Employees who have completed specified service as of their anniversary date will be entitled to receive annual vacation with pay on the following basis:
- a) After completing one (1) year of continuous service the employee will be entitled to three (3) weeks of annual vacation earned at the rate of one and one-quarter (1.25) days for each completed calendar month of service.
 - b) After completing seven (7) years of continuous service the employee will be entitled to four (4) weeks of annual vacation, earned at the rate of one and two-thirds (1.66) days for each completed calendar month of service.
 - c) After completing fifteen (15) years of continuous service, the employee will be entitled to five (5) weeks of annual vacation, earned at the rate of two and one-twelfth (2.08) days for each completed calendar month of service.
- 8.03 To receive credit for earned vacation in any given month, an employee must work for at least half of the working days in that month.
- 8.04 Employees will take vacation in the calendar year it is earned and there shall be no carry-over except as approved in writing by management.
- 8.05 Vacation schedules are to be approved by management subject to employee requests, operational requirements and whether vacation requests are for peak vacation periods. Preference will be given in the order requests are received,

duration of requested time and/or when submissions are for peak vacation periods.

In the event management sets department submission deadlines for peak vacation periods, e.g. March break, summer and year-end holiday season, seniority will be given preference if submissions are received within the submission window. For greater clarity, each department manager, depending on staffing levels and department requirements, may set deadlines for upcoming peak vacation periods; however, previously approved vacation requests will not be affected.

- 8.06 The Employer reserves the right to schedule or assign employees to take any outstanding annual vacation accruals. Before exercising this right the Employer will meet with the employee to discuss the assignment or scheduling of accrued annual vacation days. Effort will be made to schedule such leave in a manner that is satisfactory to both parties.
- 8.07 In the event employment is terminated for any reason, earned vacation will be paid out based on the employee's basic salary as of time of departure. If the employee has a net deficit of vacation days, salary will be withheld on the same basis.

Article 9 – Bereavement Leave

- 9.01 Where an employee is required to be absent due to a death in his/her immediate family he/she shall be granted a leave of absence with regular salary on his/her next three (3) scheduled working days that occur immediately following the day of the death.
- 9.02 For the purpose of this article “immediate family” is defined to include spouse (including common-law), child (including adopted child), parent, grandparent, brother, sister, father-in-law, mother-in-law, son-in-law and daughter-in-law.
- 9.03 Up to one (1) day bereavement leave for non-immediate family members, such as attendance at a funeral of a close friend, may be granted at the discretion of management.

Article 10 – Bulletin Boards

10.01 The Employer agrees to the posting by the Union to employees regarding elections, meetings, negotiations and internal affairs of the Union on designated bulletin boards in the areas where members are working. All notices posted pursuant to this article must first be signed and approved by an officer of the Union and a department Manager or Director or designate before posting.

Article 11 – Call-Back

11.01 Where an employee has completed his/her regularly scheduled day and has left the Employer's premises and is called in to work outside his/her regularly scheduled working hours, he/she will be paid for the actual time worked, at one and one-half times (1.5x) the basic hourly rate, for a minimum of three (3) hours.

Article 12 – Compassionate Care Leave

- 12.01 Employees are entitled to up to eight (8) weeks of compassionate care leave to provide care and support to a gravely ill family member. A certificate is required from a qualified medical practitioner, stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks.
- 12.02 Employees may be eligible for Employment Insurance benefits under the Employment Insurance Act.
- 12.03 A “family member” is defined as the employee’s spouse or common-law partner; the employee’s child(ren) or the child(ren) of the employee’s spouse or common-law partner; and a parent of the employee or spouse or common-law partner of the parent.

Article 13 – Grievance Procedure

- 13.01 The Employer and the Union agree that it is the purpose of the grievance procedure to settle any complaints and disagreements concerning the employees, the Union and the Employer.
- 13.02 For the purposes of this Agreement a “grievance” is defined as a difference arising between the Employer and the Union relating to the interpretation, application, administration or alleged violation of the provisions of this Agreement, including any question as to whether a matter is arbitrable.
- 13.03 It is understood that an employee has no grievance until he/she has first given his/her immediate supervisor the opportunity of addressing his/her concern.
- 13.04 If an employee has a concern she/he will discuss it with her/his immediate supervisor within fourteen (14) calendar days after the circumstances giving rise to the complaint having occurred. The immediate supervisor will give her/his response within fourteen (14) calendar days after she/he has been advised of the concern. Failing resolution, the employee may file a grievance within seven (7) calendar days of the immediate supervisor’s decision.

Formal Grievance

- 13.05 Grievances shall be submitted in writing, through the Union, signed by the employee, to his immediate supervisor or designate. The grievance shall identify the nature of the grievance, the remedy sought and will identify the provisions of this Agreement which are alleged to have been violated.
- 13.06 The parties will meet to discuss the grievance at a mutually agreed time and place. The parties agree that the processing of grievances shall be carried out as promptly as

is reasonably possible but in any event within thirty (30) calendar days.

13.07 The Company or Union, as the case may be, shall reply in writing within fourteen (14) calendar days after the grievance meeting.

General provisions

13.08 In the event that two (2) or more employees have grievances which are sufficiently common in nature that they may conveniently be dealt with together, such grievances may constitute a group grievance.

13.09 A grievance by the Employer shall be filed with the national office of the Union.

13.10 Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in this article or Article 14 – Arbitration Alternative. Any grievance not submitted by the grievor or advanced to the next step within the applicable time limit shall be deemed resolved by the respondent's initial action or reply as the case may be. If a time limit for the giving of a reply is missed, the grievance shall proceed to the next step.

13.11 Any and all of the time limits set forth in this article or Article 14 – Arbitration Alternative for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties in writing, provided that such extension for any grievance will not be a waiver of the time limits for any subsequent grievances.

Article 14 – Arbitration Alternative

14.01 In the event that a grievance is not settled to the satisfaction of either party, the matter may then be referred to arbitration. If either party wishes to refer a grievance to arbitration the notice of referral to arbitration must be made in writing to the other party within fourteen (14) calendar days from the formal grievance decision of the party denying the grievance. The notice shall contain a copy of the grievance and the remedy sought and a list of three (3) arbitrators.

14.02 Within seven (7) calendar days thereafter the other party will select an arbitrator from the list or itself nominate three (3) different arbitrators.

If, within a further period of five (5) calendar days, the parties are unable to agree upon an arbitrator, either party may then request that the federal Minister of Labour assist them in selecting an impartial arbitrator within a thirty (30) day period.

14.03 It is agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any employee or group of employees. All agreements reached under the grievance procedure between representatives of the Employer and the Union will be final and binding upon the Employer, the Union and the affected employees.

14.04 No matter may be referred to arbitration which has not properly been carried through all requisite steps of the grievance procedure.

14.05 The issue(s) raised in the written grievance shall be presented to the arbitrator and her/his award shall be confined to such issue(s). The finding of the arbitrator as to the facts and the interpretation, application, administration or alleged violation of the provisions of this

Agreement shall be conclusive and binding on all parties concerned, but in no case shall the arbitrator be authorized to alter, modify or amend any part of this Agreement.

14.06 The Employer and the Union shall share equally the expense of the arbitrator. The costs and allowances to be paid to witnesses shall be paid by the party calling such witness. No costs of arbitration shall be awarded to or against either party.

Article 15 – Harassment and Discrimination

- 15.01 Sexual harassment is defined as any conduct, comment, gesture or contact of a sexual nature;
- a) that is likely to cause offence or humiliation to any employee; or
 - b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 15.02 The parties agree that every employee is entitled to employment free from sexual harassment.
- 15.03 The parties shall make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- 15.04 The parties agree and understand that there shall be no discrimination against any employee or group of employees on the grounds of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction for which a pardon has been granted.
- 15.05 In instances where both the initiator and the object of a harassment complaint are members of the bargaining unit, both are entitled to representation by separate agents of the Union.

Article 16 – Health and Safety

- 16.01 The Employer and the Union will establish a joint Health and Safety committee as set out in the *Canada Labour Code* and the committee will be responsible for representing the health and safety interests for bargaining unit members in Broadcast Operations.
- 16.02 The committee will consist of four (4) members. No less than half of the members of the committee will be employees who do not exercise management functions.
- 16.03 Bargaining unit members of the committee will be appointed by the Union.
- 16.04 The overall functions and responsibilities of the committee shall be as set out in the *Canada Labour Code*.

Article 17 – Holidays

17.01 The Employer recognizes the following paid holidays:

New Year's Day
Family Day (3rd Monday of February)
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

17.02 Employees will be compensated for statutory holidays in the following manner:

- a) if the holiday falls on a work day and the employee is not required to work, he/she shall receive basic pay for the day.
- b) If the holiday falls on a scheduled day off and the Employer has not designated an alternative day, the employee may add one (1) day to his/her annual vacation bank, or be given one (1) day off with pay at a mutually agreeable time.
- c) If the holiday falls on a regularly scheduled work day and the employee is required to work, the employee shall receive an additional;
 - i) one-half times (0.5x) his/her basic salary for the day and one (1) day in lieu to be taken at a mutually agreeable time; or
 - ii) one and one-half times (1.5x) his/her basic salary for the day.

- 17.03 If the holiday falls during an employee's vacation, the day will not be counted against the employee's accumulated vacation days.
- 17.04 A shift which begins on a statutory holiday and continues into the next day following the holiday is considered as work performed on the statutory holiday. Alternatively, a shift beginning on a day prior to a statutory holiday and continuing into the holiday is not considered work performed on the statutory holiday.

Letter of Understanding re: Holidays

It is agreed and understood that article 17.02 c) option i) applies to employees in Master Control scheduled to work on a holiday, and the one (1) day in lieu is accommodated by an extra day built into the schedule.

Article 18 – Hours of Work and Break Periods

- 18.01 The normal work week for full-time employees shall consist of thirty-five (35) hours per week.
- 18.02 In certain areas or departments, employees will be scheduled on rotating shifts which may be inconsistent on a week-to-week or day-to-day basis. In these areas, employees will work an average of thirty-five (35) hours per week, averaged over a four (4) week period.
- 18.03 The normal work week or averaging work week shall be exclusive of meal periods and break periods.
- 18.04 There shall be an unpaid meal period of not less than thirty (30) and not more than sixty (60) minutes during each day. Meal periods will normally be given between two (2) and five (5) hours from the start of the employee's work day.
- 18.05 Subject to article 18.04, there may be two (2) unpaid break periods of fifteen (15) minutes each, in an employee's work day. The Company reserves the right to schedule meal and break periods subject to operational requirements.
- 18.06 Meal and break periods for part-time employees will apply only where a shift is in excess of four (4) hours.

Letter of Understanding re: Break Periods

Subject to article 18.02, the Company will continue the existing flexible arrangement whereby employees have the opportunity to take brief break periods over the course of a day, provided it is not being abused.

Article 19 – Discipline and Discharge

- 19.01 The termination, demotion or discipline of an employee who has passed their probationary period shall be for just and sufficient cause.
- 19.02 Employees are entitled at their option to union representation at any dismissal, demotion or disciplinary meeting.
- 19.03 All employees will be notified in writing of any disciplinary action taken against them, with a copy to the Union.
- 19.04 This article does not apply to probationary employees.

Letter of Understanding re: Discipline and Discharge

The Union will provide management with the names of union representatives who are available to represent employees in dismissal, demotion or disciplinary meetings.

Article 20 – Information to the Union

20.01 The Employer will provide to the national office of the Union, on a monthly basis, an electronic file containing the following information regarding employees:

- a) Employee name;
- b) Employee ID;
- c) Employee title;
- d) Employee status;
- e) Employee home address;
- f) Hiring date;
- g) Last salary increase date;
- h) Current salary;
- i) Terminations;
- j) Leave of absence (e.g. maternity/parental leave)

Letter of Understanding re: Information to the Union

The parties agree that from time to time the Employer, at its discretion, may provide additional compensation by way of merit pay or bonus. It is agreed that this additional compensation will be reported to the Union as per article 20 with the understanding that this information will only be used to confirm the accuracy of union dues deductions and shall otherwise remain confidential. This information will only be shared with CMG staff and/or legal counsel. It is agreed that for the purposes of bargaining, such data will be shared with the Union bargaining committee with the understanding that individual information shall remain private and confidential.

Article 21 – Joint Union-Management Committee

- 21.01 The Employer and the Union will deal with each other in a professional and respectful relationship built on integrity and trust. The joint union-management committee is established as a key ingredient in advancing the relationship and will meet on a quarterly or as-needed basis to openly discuss issues affecting the workplace.
- 21.02 The committee will consist of three (3) members appointed by management and three (3) members appointed by the Union and shall meet where possible during business hours.

Article 22 – Jury and Witness Duty

- 22.01 An employee who is summoned to serve as a juror, or to obey a Crown subpoena on a scheduled work day will continue to receive his/her basic pay for the day, less any amount received in payment for service as a juror or a witness, for up to ten (10) weeks. The employee will return to work if released from jury or witness duty before the end of his/her scheduled shift.
- 22.02 Payment is subject to production of satisfactory evidence (for example but without limitation, a copy of the summons or subpoena).
- 22.03 It is agreed and understood that this article does not apply to cases where the employee is the plaintiff or the defendant, unless the case is directly related to the employee's work at the Employer.

Article 23 – Layoff and Recall

23.01 When the layoff of permanent employees is anticipated, the Employer shall determine the positions to be eliminated and/or the number of employees to be laid off. The Employer will give the Union as much advance notice of layoffs as is reasonably practicable in order that discussions may be held to provide an orderly and equitable layoff procedure. The goal of these discussions is to alleviate or eliminate, as much as possible, the adverse effects of the staff reduction.

Management will advise employees of layoff. In any case no less than the following notice will be given in advance of the layoff date:

- a) Four (4) weeks to the Union;
- b) Two (2) weeks to employees.

Within two (2) weeks from the time the Union is notified, the Employer shall consider voluntary resignations from employees in the classifications in which employees are to be laid off, and employees voluntarily resigning shall be eligible for severance pay in accordance with article 23.09.

23.02 Layoffs within a job classification shall be implemented in inverse order of corporate seniority, except where the Employer determines that the operational requirements, efficiency and economy of operations, and the qualifications, knowledge, training, skill and ability of the individual employee to fill the requirements of the jobs available require otherwise.

23.03 Temporary or probationary employees must be released before any permanent positions in the same job classification are affected.

- 23.04 Any permanent employees who are laid off will retain their seniority and shall have recall rights for a period of twelve (12) months from the effective date of layoff.
- 23.05 When the Employer declares a vacancy in the bargaining unit, the Employer will recall laid-off employees in accordance with the provisions of article 23.06 as follows: The most senior employee within the classification with the immediate skill and ability required to perform the job will be recalled first. Where two (2) or more employees are considered equal in terms of skills and abilities, the more senior employee will be recalled. Subsequent to the aforementioned classification recall, a laid-off employee may be recalled to any job when the employee possesses the skill and ability required to perform the job. Employees accepting a recall other than in their previous job classification shall be paid the basic salary appropriate to the new classification.
- 23.06 The Employer's responsibility will be considered fulfilled if the Employer gives notice of recall by telephone, e-mail or facsimile transmission, confirmed by registered mail to the employee's last address registered with the Employer. If the laid-off employee does not advise the Employer of his/her intention within seven (7) calendar days of receipt of the registered letter, or fails to report for work within seven (7) calendar days from receipt of such notice or at the date specified in the recall notice, whichever is later, the laid-off employee will be deemed to have waived the recall and his/her employment will be considered terminated.
- 23.07 A laid-off employee may decline a recall offer to a lower classification without abandoning his/her recall rights for the balance of the recall period.
- 23.08 In the event of layoff, an employee is immediately entitled to receive severance pay or be placed on recall. The employee may request payout of their severance

entitlement at any time during the recall period. Upon receiving severance pay the employee is removed from the recall list and his/her seniority is lost. If an employee remains on the recall list and is not recalled, or does not accept a recall offer prior to the expiry of the recall period, he/she will receive severance pay as per the provisions of this article.

23.09 Severance pay is calculated on the following basis:

Two (2) years or less of employment: two (2) weeks basic salary for each year of service or portion thereof, pro-rated on a monthly basis.

After two (2) years of employment: three (3) weeks basic salary for each year of service or portion thereof, pro-rated on a monthly basis, to a maximum of fifty-two (52) weeks.

23.10 All severance payments will be deemed to include any termination or severance payments required by any statute.

23.11 Severance is not subject to check-off of union dues.

Article 24 – Leave for Union Activities

24.01 Subject to operational requirements, the Employer will grant leave of absence without pay for not more than three (3) employees at any one time, not to exceed five (5) consecutive days per employee at any one time, so that the employee(s) may attend council meetings, education seminars and labour conventions. The aggregate leave granted under this article shall not exceed twenty (20) days in any calendar year. A request for such leave shall be submitted as much in advance as possible and no less than fourteen (14) calendar days ahead of the day requested.

Article 25 – Medical, Group Insurance and Pension Plans

25.01 During the term of this Agreement there shall be the following plans of which the premiums are 100% employer-paid with the exceptions noted below:

Required:

Life	3x annual salary, max. \$500,000
Dependent Life	\$10,000 for spouse, \$5,000 per dependent child
Accidental Death & Dismemberment	2x annual salary, max. \$300,000
Health	100% for generic drugs; 10% deductible up to \$6.50/prescription Corrective eyewear: max. \$200/ 2 years Eye Examinations: once every 2 years, provided they are not covered by the provincial plan Chiropractor: max. \$500/year Podiatrist/Chiropodist: max. \$500/year Massage Therapist: max. \$500/year Naturopath: max. \$500/year Speech Therapist: max. \$500/year Physiotherapist: max. \$500/year Psychologist: max. \$500/year Acupuncturist: max. \$500/year Osteopath: max. \$500/year
Dental:	<i>Premium: 80% employer, 20% employee</i> 100% Basic 50% Major (combined with

Basic to a max. of \$2,000/year)
50% Orthodontic (max. \$2,000
lifetime)

**Long-Term Disability
(LTD)**

Premium: 100% employee

66.67% of first \$2,500 of
monthly income, 50% of next
\$2,500, 40% of balance.
Maximum monthly benefit
\$10,000

Out-of-country Medical

Max. \$5,000,000

For further details on group benefits, please refer to the plan document.

Optional:

- Life
- Spousal Life
- Accidental Death & Dismemberment
- Spousal/Dependent Accidental Death & Dismemberment

25.02 Over the life of this Agreement premium costs in respect of the plans identified in this article will be paid or shared on the same percentage share basis as was the policy in effect at the time of signing this Agreement.

25.03 Any conflict between the details set forth in this Agreement and the plans shall be resolved on the basis of the insurers' policies pertaining to the Employer in respect of the plans.

25.04 Eligibility for coverage under the plans shall be as set forth in the insurers' policies.

25.05 The Company reserves the exclusive right to alter or amend the plans but the same shall not be done without prior consultation with the Union.

25.06 Employees enrolled in the pension plan shall receive a statement in accordance with the *Pension Benefit Standards Act*.

25.07 Employees in the bargaining unit shall participate in a defined contribution (DC) pension plan in accordance with the rules and procedures of the plan. The Employer shall contribute an amount equivalent to five per cent (5%) of the employee's salary. The employee may make voluntary contributions according to the rules and procedures established by the fund administrator and subject to any federal pension and/or tax statutes or regulations.

Article 26 – Maternity and Parental Leave

26.01 Upon the birth or legal adoption of a child, all permanent full-time and permanent part-time members of the bargaining unit who have completed at least six (6) months of continuous employment will be granted leave to a maximum of fifty-two (52) weeks in accordance with the Canada Labour Code.

26.02 Employees may be entitled to Employment Insurance (EI) benefits, and should contact Human Resources and Skills Development Canada (HRSDC) or Service Canada for more information. Employees who qualify for EI benefits and are eligible for company top-up payments as outlined in article 26.03 below will be required to provide the Employer with their approved EI statement in order to begin receiving their top-up payments.

26.03 **Maternity and Parental Leave Top-Up Program:**

Employees who have completed at least six (6) months of continuous employment and have babies born or adopted, are entitled to a paid leave for a maximum of twenty (20) consecutive weeks. For the first two (2) weeks, the employee will receive a benefit equal to the difference between the EI benefit and seventy per cent (70%) of their gross weekly base salary. For the remaining eighteen (18) weeks, the employee will receive a top-up to their EI benefit which together will equal seventy per cent (70%) of their gross weekly base salary. Should the employee not qualify for EI benefits, the employee will receive a benefit equal to the difference between the assumed EI benefit and seventy per cent (70%) of their gross weekly base salary.

26.04 **Three-day Parental Leave:** Co-parents who are not taking one of the leaves set out above but who have completed more than six (6) months of continuous

employment are entitled to three (3) days of paid parental leave as of the birth or adoption of a child.

- 26.05 An employee who avails him/herself of one or more of the applicable leaves above will notify management in writing of his/her intentions no less than four (4) weeks in advance of the start of the leave. Furthermore, if the employee intends to either shorten or extend the length of a leave, he/she must request the change in writing no less than four (4) weeks in advance of the original or revised date of return (whichever is sooner) unless there are extenuating circumstances which make it impossible or impracticable to make such a request.
- 26.06 An employee returning from an approved leave under this article will be reinstated to their former position and assignment. If this is not possible, the employee will be reinstated to another position or assignment that is comparable in nature. If no position is available, the provisions of Article 23 – Layoff and Recall, will apply.
- 26.07 Employees will continue to accrue unpaid vacation time while on leave.
- 26.08 The employee may maintain coverage as permitted under the terms of the Employer's benefits plans on the same basis as if he/she were in continuous regular employment, on the condition that the employee makes arrangements to pay both the employer and employee portions of the applicable premiums.

Article 27 – Overtime

- 27.01 The parties recognize that the nature of the business requires the necessity to work overtime. Management will however endeavor not to require employees to work excessive amounts of overtime on an ongoing basis.
- 27.02 All overtime premiums require authorization by a manager and/or supervisor prior to or after overtime is worked.
- 27.03 Employees will receive an overtime premium for all time worked in excess of the normal work week at a premium of one-and one-half times (1.5x) the basic salary rate for all hours worked. For those employees whose hours are averaged under article 18.02, all hours beyond one hundred and forty (140) during the four (4) -week averaging period shall be compensated at the overtime rate.
- 27.04 Overtime shall be paid except where, by mutual agreement, the employee may choose equivalent time off (lieu time). The Employer reserves the right to limit lieu time to be accumulated by an employee. Time off shall be taken at a mutually agreed time, subject to operational requirements.
- 27.05 Annual vacation will be taken in priority to lieu time. It is also understood that any other employee's request for annual leave will have priority over an employee's request to take lieu time.
- 27.06 Any outstanding lieu time at the end of the fiscal year may be paid out at the employee's request or at management's discretion, at the rate at which the lieu time was earned.

Article 28 – Personal Paid Days

- 28.01 Every permanent full-time employee may take up to two (2) paid personal days during the calendar year to be used for purposes such as medical appointments, moving, wedding, study, child care, religious holidays or personal emergency.
- 28.02 For other than emergency purposes, personal days shall be scheduled and pre-approved with the employee's supervisor, subject to operational requirements.
- 28.03 Personal paid days are earned at the rate of one-half (0.5) days for each three (3) months of service. If employment is terminated for any reason during the calendar year and the employee has a net deficit of personal paid days, salary will be withheld from the final pay.

Article 29 – Posting of Schedules

- 29.01 Employees will be scheduled to work in accordance with schedules established and revised by management.
- 29.02 Employees working in departments or areas that operate with varied shifts will have their hours and scheduled days off posted at least two (2) weeks in advance. Once posted, an employee's schedule will not normally be changed except due to circumstances beyond the Company's control. The parties understand and agree that the Post-Production department has particular needs, e.g. requiring content revisions with little advance notice. It is anticipated that supervisors may need to change an employee's schedule without being able to provide the two (2) weeks advance notice. The Employer agrees to make best efforts to accommodate the employee's needs when requiring a schedule change.
- 29.03 For schedule changes made under this clause, the employees affected will be notified verbally or by e-mail.
- 29.04 Once posted, changes may be made by mutual agreement between the employee and his/her supervisor.
- 29.05 For the purposes of this article, a schedule which is e-mailed within the time frame above shall be deemed to be posted.

Article 30 – Probation

30.01 New employees shall be subject to a probationary period of six (6) months. During the probationary period the Employer may release a probationary employee for any reason consistent with good faith.

30.02 When the Employer releases an employee during the probationary period the Union will be notified. Such notice will include the reason or reasons for the probationary release.

Article 31 – Recruitment Process

- 31.01 Where a vacancy within the bargaining unit is to be filled, it will be posted for a minimum period of seven (7) calendar days.
- 31.02 Temporary vacancies which are expected to be less than twelve (12) months in duration will be posted and filled at the discretion of the Employer.
- 31.03 Nothing shall preclude the Employer from simultaneously recruiting and hiring candidates from outside the Company.
- 31.04 Every employee who meets the minimum requirements of a posting will receive an interview. Those interviewed for the same job within the last three (3) months shall be considered to have been interviewed for the current vacancy/posting provided the employee has again applied for the position.
- 31.05 When the Company hires from the internal candidate pool the Employer will award the position to the best qualified candidate. Qualifications include but are not limited to creativity, technical skills, knowledge, education, experience, professional qualifications, communication, customer service and team member competencies as well as other required attributes.

Article 32 – Seniority

- 32.01 Seniority, as referred to in this Agreement, shall mean the length of continuous service with the Employer since the date of last hiring with the Employer. A new employee shall be subject to a probationary period as set out in Article 30 – Probation. Upon successful completion of the probationary period, the employee will be credited with seniority from the initial date of hire. It is agreed that work on any part of a day counts as a day worked for the purpose of completion of the probationary period.
- 32.02 Seniority for part-time employees shall be calculated on a *pro rata* basis based on hours worked.
- 32.03 The continuous service of an employee shall be deemed to be lost and his/her employment with the Employer shall be terminated if he/she:
- a) resigns;
 - b) is discharged;
 - c) is absent for three (3) or more scheduled consecutive days of work without notifying the Employer, unless he/she provides a satisfactory reason for his/her failure to so notify the Employer;
 - d) is laid off for a period of twelve (12) months or longer;
 - e) fails to notify the Employer within seven (7) calendar days of receipt of notice of recall, or fails to report within seven (7) calendar days from receipt of such notice, or at the date specified in the recall notice as the case may be. Notice of recall may be by telephone or e-mail, and may be confirmed by registered mail to the employee's last address registered with the Employer. If notice is sent by registered mail, it shall be deemed to have been received on the second day following registration;
 - f) utilizes any leave of absence for a purpose other than that for which the leave was granted, or fails to return to work after expiry of a leave of absence.

Article 33 – Sick Leave

- 33.01 In the event that an employee is unable to report to work due to illness or accident, he/she shall notify his/her immediate supervisor or manager or, if unavailable, a department manager prior to the start of their shift and/or as soon as possible.
- 33.02 The Company may require an employee to provide medical evidence by note or an “attending physician’s statement” to the effect that he/she is unable to work because of illness or accident and, if appropriate, to ensure he/she is receiving appropriate medical care.
- 33.03 The Company may require an employee to undergo a medical examination by a medical doctor of its choice and at its expense. This may be required when it is necessary to confirm a diagnosis or prognosis for return to work or regular attendance, and/or to safeguard the employee and/or other employees.

Process:

Illness

- If an employee is unable to work due to illness or accident, notification will be provided to his/her manager or supervisor.
- If an employee is absent from work for three (3) consecutive days a doctor’s note or Short-Term Disability (STD) forms will be requested.
- If the application is approved the employee moves to STD effective their first day of illness and is compensated according to the details under Short-Term Disability.
- If the application is denied, further information will be requested to validate the absence.

- If the absence is not substantiated the employee will not receive STD pay and is to return to work.

Short-Term Disability

- The Short-Term Disability period is based on the approved length of absence to a maximum of fifteen (15) weeks. If the initial approved absence is less than fifteen (15) weeks, and the employee requests an extension, further medical documentation will be requested to validate a continued absence.
- An employee’s base salary compensation on Short-Term Disability is based on their seniority with the Company:

Seniority	100% of basic salary	75% of basic salary
3 months – 1 year	2 weeks	13 weeks
1 – 2 years	4 weeks	11 weeks
2 – 3 years	6 weeks	9 weeks
3 – 4 years	8 weeks	7 weeks
4 – 5 years	10 weeks	5 weeks
>5 years	15 weeks	

- All employee benefits are continued during the STD period.
- At approximately ten (10) to twelve (12) weeks, if it appears that the employee may be unable to return to work at the conclusion of the STD period, an application for Long-Term Disability (LTD) benefits will be sent to the employee.

Article 34 – Leave of Absence Without Pay

- 34.01 The Employer will attempt to meet the needs of an employee in accommodating his/her request for absence without pay. By way of example but without limitation, this type of leave may cover situations such as self-development, education, extended vacation, and other special or compassionate reasons.
- 34.02 Employees who wish to request a leave of absence must apply in writing as far in advance as possible. Exceptions may be made in cases of personal emergency. The Employer shall review the request in light of operational requirements, and will endeavor to respond to the request within ten (10) days.
- 34.03 If the request is granted, the employee's continuity of service shall be considered unbroken upon the employee's return to work. However, the period of such leave will not count as service for the purpose of calculating the employee's seniority.
- 34.04 The employee may maintain coverage as permitted under the terms of the Employer's benefit plans on the same basis as if he/she were in continuous regular employment, on the condition that the employee makes arrangements to pay both the employer and employee portions of the applicable premiums.
- 34.05 The employee will advise his/her manager in writing no less than four (4) weeks prior to the scheduled end of the leave of absence to advise of his/her return to work. The Employer will make every effort to reinstate the employee to their former position and assignment; if this is not possible, the employee will be reinstated to another position or assignment that is comparable in nature. If no position is available, the provisions of Article 23 – Layoff and Recall will apply.

Article 35 – Standby

- 35.01 The Employer may assign an employee to be on standby during some or all of their time off between scheduled shifts on a rotating basis as determined by management. An employee on standby is required to be in a state of work readiness.
- 35.02 Where an employee has been designated or assigned to be on standby, the employee will receive a standby premium of three dollars and fifty cents (\$3.50) per hour for all hours spent on standby. The provisions of Article 11 – Call-Back shall not apply to those on standby.
- 35.03 In the event the employee is required to report to work, the employee will be compensated based on the provisions of Article 27 – Overtime. Once subsequently dismissed from work, the employee will continue to earn standby compensation until the end of the standby assignment.
- 35.04 In the event a Broadcast Technologist, who is assigned to standby duty, and has the option to use remote access technology provided by the company to respond from home to priority incident notifications that cannot wait for resolution during working hours, or as directed by management require immediate response, the employee will be compensated according to Article 27 for actual time worked, but in this instance a minimum 30 minute charge shall apply.
- Management will provide direction through policy on the required escalation interval(s).
- 35.05 Matters that require immediate action will be communicated to the Broadcast Technologist on standby through a telephone call.

Article 36 – Strikes and Lockouts

36.01 During the life of this Agreement the Union will not cause, or permit its members to cause or take part in a strike or any other kind of interference or any other stoppage, total or partial, of any of the Employer's operations. The Employer will not cause, engage in or permit a lockout in any of its operations.

Article 37 – Technological Change

37.01 The purpose of this article is to reference the *Canada Labour Code* provisions in respect to a technological change that is likely to affect the terms, conditions or security of employment of a significant number of employees to whom this Agreement applies.

37.02 The *Canada Labour Code*, Part I, Sections 51, 52, 54 and 55 apply.

Article 38 – Turnaround

- 38.01 Turnaround is defined as the period of time between the end of the last scheduled hour worked at the basic hourly rate of a shift, to the beginning of the first scheduled hour worked at the basic hourly rate of the next shift. It excludes any overtime.
- 38.02 The Employer agrees to provide a turnaround period of no less than twelve (12) hours between shifts.
- 38.03 All time worked which encroaches on the turnaround period shall be paid for at an additional one-half times (0.5x) the basic hourly rate except where the scheduled start time of the employee's next tour of duty which encroaches on the turnaround period is mutually agreed to be adjusted by the employee and his/her supervisor.
- 38.04 This article does not apply to employees working on an averaging basis as outlined in Article 18.02.

Article 39 – Union Dues

- 39.01 The Employer agrees to deduct from every employee the amount of monthly dues uniformly levied in accordance with the bylaws of the Union and owing by the employee to the Union. Deductions shall be made from each pay and shall be forwarded to the Union on the fifteenth (15th) day of the month following the month for which the dues are deducted, accompanied by a list of all employees from whose wages the deductions have been made.
- 39.02 Deductions will commence for every current employee upon written request from the Union and beginning with the first day of employment for every new employee.
- 39.03 The Union agrees to save the Employer harmless from all such deductions and payments so made.

Article 40 – Union Representation

- 40.01 The Union may elect or appoint a reasonable number of union executives from among employees in the bargaining unit who have completed their probationary period.
- 40.02 The Employer will recognize a Grievance Committee comprised of a Staff Representative of the Union and not more than two (2) employees appointed or elected among employees in the bargaining unit who have completed their probationary period.
- 40.03 The Union will advise the Employer, in writing, of the names of all union executive members, and specifically who have been appointed or elected to the Negotiating and Grievance Committees.
- 40.04 Subject to operational requirements and permission by the union executive's supervisor, the Employer may grant leave for brief periods of time to attend meetings with the Employer. When the request is properly made and granted there will be no loss of pay and benefits. Permission for which will not be unreasonably withheld.
- 40.05 The Employer will recognize a Negotiating Committee comprised of a Staff Representative of the Union and not more than three (3) employees appointed or elected among employees in the bargaining unit who have completed their probationary period. Time away from work to attend negotiation meetings with the Employer shall be on a cost-recovery basis, i.e. the Employer will invoice the Union an amount for the employee's salary and an amount for benefits for the period in question. When naming employees to the Negotiations Committee the Union will take into consideration the impact to operations.

Article 41 – Temporary Employees

41.01 It is agreed and understood that a temporary engagement will not normally extend beyond twelve (12) months. In cases where the Employer has a legitimate need to engage on a temporary basis beyond twelve (12) months, e.g. backfilling an employee on long-term disability, the Employer will notify the Union.

Article 42 – Training and Development

- 42.01 The parties agree that it is desirable to create and maintain a work environment where there is regular communication between employees and their supervisors to give feedback on performance and find ways to encourage employee development.
- 42.02 The Employer agrees to provide employees in the bargaining unit with opportunities to participate in training that will broaden employees' skills, enhance performance and support career development. Training will be subject to operational and budget considerations.
- 42.03 Where the Employer sends employees to training courses, seminars, conferences etc., the Employer will cover the associated costs, including basic pay. Where such training occurs on a statutory holiday or an employee's scheduled day off, the employee shall be given an alternate day off without loss of pay; all overtime provisions of this Collective Agreement will be waived.

Letter of Understanding re: Performance Management/Employee Development

The parties agree that a work environment where regular communications providing a balance of constructive and positive feedback, alignment to business objectives and value in support of people and business success is desired.

Further, employee development is a shared responsibility, where employees and their supervisors are encouraged to look for ongoing opportunities for personal growth, development and maintaining skills.

Letter of Understanding re: Contracting Out

In the event the Employer has determined to contract out work, and where there will be layoffs, the Employer agrees to discuss with the Union alternative arrangements where the employee or a group of employees may wish to provide services in an alternative arrangement, e.g. freelance or business-to-business.

Letter of Understanding re: Hours of Work

As per discussions between CW Television Inc. and the Canadian Media Guild regarding the Schedule change in Master Control to take place as of May 3rd 2010, it is agreed that Article HW02 shall be amended to read:

In certain areas or departments, employees may be scheduled on rotating shifts which may be inconsistent on a week-to-week or day-to-day basis. In these areas, employees will work an average of thirty-five (35) hours per week, averaged over a period of eleven (11) weeks.

The aforementioned eleven (11) week periods shall be identified by the Employer and shall be the same for all employees in the affected area or department. Similarly, the Employer shall identify to the Union all areas or departments where the averaging formula is to apply.

It is agreed and understood that the purpose of averaging hours over several work weeks is to allow for a degree of flexibility that benefits employees as well as the Employer. An averaging regime will not be implemented solely for the purpose of avoiding the payment of legitimate overtime work.

Signed this 7th day of May 2010.

CW Television Inc.

Canadian Media Guild

Appendix A – Permanent Part-Time Employees

- A.01 The terms and conditions set forth in this Appendix A apply to permanent part-time employees.
- A.02 A **permanent part-time employee** is one who is employed on an ongoing basis and regularly scheduled to work less than full-time hours.
- A.03 A permanent part-time employee may work additional hours without affecting his/her regular part-time status to cover employee absences, special projects, operational peaks and unexpected fluctuations of workloads.
- A.04 The following articles of this Agreement apply to permanent part-time employees except as modified hereinafter in this Appendix A.

Purpose
Scope and Recognition
Management Rights
No Strike No Lockout
Union Dues
Information to the Union
Harassment and Discrimination
Joint Union-Management Committee
Bulletin Boards
Discipline and Discharge
Improvement Plan
Jury and Witness Duty
Posting of Schedules
Turnaround
Hours of Work
Standby
Sick Leave
Grievance Procedure
Arbitration
Union Representation

Tech Change
Health and Safety
Recruitment
Leave for Union Activities

Probation

A.05 Part-time employees shall be subject to a probationary period equal to nine hundred and ten (910) hours worked.

Layoff

A.06 In the event of a layoff, part-time employees will be subject to a separate and distinct layoff and recall.

A.07 A part-time employee who has completed six (6) consecutive months of employment shall be given two (2) weeks notice in advance of layoff, or two (2) weeks pay in lieu thereof, at the Employer's discretion.

Holidays

A.08 A part-time employee shall be entitled to receive compensation for statutory holidays, paid out on each regular pay period at a rate of five per cent (5%).

* 5% based on twelve (12) statutory holidays

Overtime

A.09 Overtime work shall be compensated for all time worked in excess of eight (8) hours in a shift (not including averaging of hours) and forty (40) hours in any week, at one and one-half times (1.5x) the employee's basic hourly rate.

Seniority

A.10 Permanent part-time employees will attain seniority based on hours worked within the part-time group of employees.

A.11 Vacations, statutory holidays and authorized paid leaves of absence will be considered as time worked.

Annual Vacation

A.12 All employees shall be entitled to and shall receive an annual vacation on the following basis:

- a) After one (1) year, up to and including five (5) consecutive years of employment, two (2) weeks vacation.
- b) After six (6) consecutive years of employment, three (3) weeks vacation.

A.13 Vacation pay shall be calculated on the basis of four per cent (4%) in the case of employees to whom article A.12a) applies, and six per cent (6%) in the case of employees to whom article A.12b) applies.

Recruitment

A.14 Where a part-time employee is the successful applicant into an ongoing full-time position, an adjustment will be made to his/her hire date crediting all straight-time hours worked.

Bereavement Leave

A.15 Where an employee is required to be absent due to a death in his/her immediate family he/she shall be granted a leave of absence of up to three (3) days with regular salary on any of his/her scheduled working days that occur immediately following the day of death.

Appendix B – Temporary Employees

- B.01 The terms and conditions set forth in this Appendix B apply to temporary employees.
- B.02 A temporary employee is employed for full- or part-time work for a limited period of time for the purpose of responding to operational requirements and for specific projects and/or to cover the extended absence of another employee (for example, maternity/parental leave, sick leave, vacation etc.).
- B.03 Once a temporary employee has been engaged, the Employer may change the end date or cancel the engagement by providing two (2) weeks notice, or pay in lieu thereof, or by paying out the remainder of the engagement contract, whichever is less.
- B.04 The following Articles of this Agreement apply to temporary employees except as modified hereinafter in this Appendix B.

Purpose

Scope and Recognition

Management Rights

No Strike No Lockout

Union Dues

Information to the Union

Harassment and Discrimination

Joint Union-Management Committee

Bulletin Boards

Jury and Witness Duty

Posting of Schedules

Turnaround

Standby

Grievance Procedure

Arbitration

Union Representation

Health and Safety

Overtime
Hours of Work

Holidays

- B.05 Temporary employees shall be entitled to receive compensation for statutory holidays, paid out on each regular pay period at a rate of five per cent (5%).
*5% based on twelve (12) statutory holidays.

Vacation Pay

- B.06 Temporary employees will be entitled to receive vacation pay at a rate no less than the rate set out in the *Canada Labour Code*. Such amounts will be paid out at each regular pay period.
- B.07 Temporary employees will be entitled to three (3) weeks unpaid vacation per year. This vacation time will be pro-rated for terms of less than one (1) year.

Recruitment

- B.08 When a temporary employee is the successful applicant into a permanent full-time position his/her service will be credit for the straight time worked upon completing the probationary period outlined in article 30 (Probation). Credited service will count toward annual leave entitlements but will not create any retroactive benefit.

Salary Group

- B.09 In the event that a temporary employee's contract extends beyond one (1) continuous year, they will be eligible to progress to the next step on their current Salary Group in accordance with Article 7 – Classifications and Salary Groups, where applicable.

Signed on the 17th day of June, 2014

For the Employer:

Susan Ibach
Shawn Kelly
Jaime Caeiro
Bianca Williamson

For the Union:

Karen Graham
Craig Jasman
Sherisse White
Karen Wirsig
Terri Monture