

COLLECTIVE AGREEMENT

between

**CFRW-FM/CFWM-FM
(Properties of Bell Media)**

and

**UNIFOR
LOCAL 819-M**

(Draft Copy)

September 1, 2013

to

August 31, 2017

14080 (03)

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ARTICLE 1
Recognition

- 1.1** It is the purpose of this Agreement, in recognizing a common interest between the Employer and the Union in promoting the utmost co-operation and friendly spirit between the Employer 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 to grievances. To this end, this Agreement is signed in good faith by the two parties.

- 1.2** It is a provision of this Agreement in recognizing the common interest between the parties to provide for the efficient operation of the station with full regard for economy of operation and the quality and quantity of work performance; and, that employees work co-operatively with other employees and management and at all times perform their duties diligently.

- 1.3** It is agreed that this Agreement is the only Agreement between the employer and its employees covered by this Agreement and that it supercedes any arrangements made before the signing of this Agreement. It is further agreed that the terms and conditions outlined herein are minimum(s).

ARTICLE 2
Definitions

- 2.1** Employees - The term “employee” as used in this Agreement shall mean any person, either male or female, employed in the classifications referred to in Article 2.7.
- 2.1.1** Whenever, in the wording of this Agreement, the masculine gender is used, it shall be understood to include the feminine gender.
- 2.2.** Bargaining Unit - The employer recognizes the Union as the exclusive bargaining agent for all persons defined by the Canada Industrial Relations Board (“CIRB”) in its decision of May 11, 2004, order No. 8641-U, and any amendments thereto as mutually agreed by the parties or as ordered by the CIRB.
- 2.2.1** The Certificate issued by the CIRB dated May 11, 2004 (order No. 8641-U) states that the Bargaining Union consists of:
- “All employees of CFRW/CHIQ Division of CTV Limited, and all employees of CFWM Division of CTV Limited, excluding General Manager, Executive Assistant to the General Manager, Executive Assistant to the General Sales Manager, Program Director (AM), Program Director(s) (FM), General Sales Manager, Account Executive, News Director, Copy Department Manager, Promotions Manager, Accounting Manager, Technical Director, Creative Services Manager, Administration and Personnel Manager, Operations Manager, Traffic Manager, Production Manager and casual employees.”*
- 2.2.2** Amendments - It is hereby agreed between the parties that the positions of Copy Department Supervisor, Production Supervisor and Promotion Supervisor will be included within the Bargaining Unit and casual employees and the positions of Creative Service Manager and Administration and Personnel Manager are excluded from the Bargaining Unit.
- 2.3** All employees covered by this Agreement shall be considered full-time employees except as otherwise defined.
- 2.3.1** **Regular Full-time Employees - A regular full-time employee is an employee scheduled to work not less than seven (7) hours in the case of the Clerical/Administrative and Creative Department staff, and eight (8) hours in the case of on-air staff in any day, and thirty-five (35) hours and forty (40) hours respectively per work week.**
- 2.3.2** **Regular Part-time Employees - A regular part-time employee is one who is employed on a regular and ongoing basis averaging less than thirty-five (35) or forty (40) hours per week to be paid at the applicable hourly rate.**

2.3.2.1 A regular part-time employee is subject to the provisions of the Collective Agreement as would be a regular full-time employee, except for the following Articles which are not applicable: 9 and 16.

However, Company seniority shall be applied separately for regular part-time employees as a group distinct from regular full time employees and shall be calculated based on hours worked. Notwithstanding the foregoing, part-time employees' seniority shall be integrated with full time employees' seniority and shall apply bargaining unit wide in the case of layoffs.

When part-time employees are laid off, it is agree that the following shall be applicable:

Part-time employees working on a regular weekly basis shall be given two (2) weeks' notice in advance of the proposed layoff, or two (2) weeks' pay based on averaged hours worked on the last 26 pay periods at the time of layoff.

Article 11

A regular part time employee will have the same benefit as a regular full time on a prorated basis.

Article14

A regular part time employee will be eligible to the same statutory holidays and vacation policies as a regular full time on a prorated basis. The Employer will not use a **regular** part-time or temporary employee if it will result in the lay-off of a **regular** full-time employee, if there is a **regular** full-time employee on lay-off in that classification, or if it would prevent the hiring of a **regular** full-time employee in that classification.

The actual day of the holiday shall be deemed to be the holiday for pay purposes for any employee working on a holiday.

An employee is not entitled to be paid for a holiday on which they do not work unless they have worked for at least fifteen (15) days during the thirty (30) days immediately preceding the holiday.

Part-time employee shall be entitled to pay for a general holiday on which they do not work, the greater of, not to exceed one-fifth of the basic weekly rate of pay:

(a) 10% of her earnings, excluding overtime and differential payments, for the pay period immediately preceding the holiday; or

(b) 5% of her earnings, excluding overtime and differential payments, for the two (2) pay periods immediately preceding the holiday.

Part-time employees will be eligible for 2 Personal Floater Days. A Part-time employee shall be entitled to the greater of, not to exceed one-fifth of the basic weekly rate of pay:

- (a) 10% of her earnings, excluding overtime and differential payments, for the pay period immediately preceding the day off with pay; or**
- (b) 5% of her earnings, excluding overtime and differential payments, for the two (2) pay periods immediately preceding the day off with pay.**

Where an Employee is required to work on a General Holiday, the following shall apply: they shall be paid the General Holiday pay to which they are entitled plus one and one-half (1 ½) times the basic hourly rate for all hours worked.

2.3.2.2 The Employer will not use a part-time or temporary employee if it will result in the lay-off of a full-time employee, if there is a full-time employee on lay-off in that classification, or if it would prevent the hiring of a full-time employee in that classification.

2.3.2.3 The Company shall provide a report to the Union containing the cumulative total of hours worked by each part-time employee during the previous two pay periods, with such report being forwarded to the Union within seven days of the bi-weekly pay period.

2.3.3 Probationary Employees - A probationary employee is an employee who has not yet completed ninety (90) days, in the case of **regular** full-time employees, and one hundred and eighty (180) days in the case of **regular** part-time and temporary employees, continuous and uninterrupted employment with the Employer. Time lost by probationary employees for personal or health reasons shall be discounted from the probationary period.

2.3.3.1 An employee on probation shall have his record reviewed by the Employer before the completion of his probationary period. The Employer may then elect to grant the employee the status of regular employee or may extend his probationary period for a period not to exceed a further sixty (60) days when a final decision must be reached. The Employer may release the probationary employee at any time and such release shall be deemed to be for just cause.

If the Employer fails to notify the employee prior to the expiration of the probationary period that he has been confirmed or, alternately, that they wish to extend his probationary period, he shall be deemed to be confirmed as a regular employee.

2.4 Temporary Employee - A temporary employee is one who is employed;

- 1) On a daily or sporadic basis to cover short-term operational needs, peaks, illness or other contingencies in any work week commencing at 00:01 Monday (for scheduling purposes).**
- 2) For a limited term to cover maternity leave, child care leave, leaves of absence (except LTD replacement), vacation leaves, or to work on specific projects or productions of a predetermined length of time not to exceed twelve (12) months.**

He is subject to the provisions of the Collective Agreement as would be a regular full-time employee with the exception of Articles 9, 11, 14 and 16 which are not applicable.

However the following would apply;

- a) Temporary employees hired to work on a specific project, child care leave and leaves of absence, vacation or maternity leaves or for a specific period of time shall be considered to have received notice at the time of hiring. Notwithstanding the foregoing the Company may terminate temporary employees under this clause by giving two (2) weeks' notice or two (2) weeks' pay in lieu of notice.**
- b) Temporary employees hired on a daily or on a sporadic basis will not require notice of layoff due to the nature of their assignment.**
- c) Temporary employees will be eligible to the following benefits;**
 - Basic Life Insurance**
 - Accidental and Death Coverage**
 - Company contributions for DC Plan after 3 months of service**
- d) Temporary employees will be eligible to vacation policy and statutory holidays on a prorated basis.**

2.5 The wages paid to temporary and **regular part-time employees shall be based on time actually worked.**

- 2.6 Contractual on air personality – A contractual on air host personality is an employee hired exclusively to be an on air performer. All articles of this collective agreement shall apply to contractual employees, except articles 9 and 16.**

Article 9

The seniority of a contractual employees begins the first day of employment and corresponds to the working hours made to be translated in days, weeks, months and in years.

A contractual on air host personality cannot, at any time, be bumped by another employee.

The contractual on air host personality must sign a fixed-term contract with the employer.

This contract, as a whole, cannot contain les advantageous monetary dispositions than the clause of the collective agreement.

Unless renewed at the end of the term of the contract, he leaves his employment according to the modalities of the termination of employment included in his contract and cannot bumped any other employees within the bargaining unit. The non renewal of the contact of a contractual on air host personality cannot be the object of a grievance

- 2.7 Functional Group - whenever the term functional group is used in this agreement, it shall denote any of the following groups:**

<p><u>Group A</u> Receptionist Courier Board Operator CFRW Board Operator CHIQ Board Operator CFWM Promotions Host</p>	<p><u>Group B</u> Accounting Clerk Traffic Clerk Sales Assistant Engineering Assistant Production Assistant Programming Assistant Promotions Assistant</p>
<p><u>Group C</u> Evening Swing Announcer/ Operator CHIQ Evening Swing Announcer/ Operator CFWM Drive Announcer/Operator CFRW</p>	<p><u>Group D</u> Copy Writer Producer News Promotions Coordinator IT Engineering Assistant</p>

<p><u>Group E</u> Midday Announcer/Operator CHIQ Drive Announcer/Operator CHIQ Midday Announcer/Operator CFWM Drive Announcer/Operator CFWM Morning Announcer/Operator CFRW Play by Play Announcer Colour Commentary Announcer Reporter</p>	<p><u>Group F</u> Copy Supervisor Production Supervisor Imaging Producer Promotions Supervisor</p>
<p><u>Group G</u> Assistant Program Director/Music CHIQ Assistant Program Director/Music CFWM</p>	<p><u>Group H</u> Morning Announcer/Operator CHIQ Morning Announcer/Operator CFWM Morning Co-Host/News CHIQ Morning Co-Host/News CFWM</p>

- 2.8** Where the collective agreement refers to a “working day”, such as in the grievance procedure or any other procedure which sets out a specific number of days for a response, this shall exclude Saturday, Sunday or statutory holidays.

ARTICLE 3 **Management Rights**

- 3.1** The Union recognizes and acknowledges that the management of the operations and the direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing the Union acknowledges that it is the sole and exclusive function of the Employer to:
- (a) maintain order, discipline, and efficiency;
 - (b) hire, select, transfer, assign to shifts, classify promote, demote, retire, lay-off, recall and suspend employees, and also to discipline and discharge any employee for just cause;
 - (c) make, revise and enforce from time to time rules, regulations, policies and practices to be observed by employees which shall be deemed to be part of this Agreement but shall not be inconsistent with this Agreement;
 - (d) operate and manage the business in which the Employer is engaged and, without restricting the generality the foregoing, to plan, direct and control operations, to direct the work forces, to require employees to work overtime, to determine from time to time the number of personnel required, the services to be performed and the methods, procedure and equipment to be used in connection therewith, the schedule of work, the

assignment of jobs, the size of the working force, the job content and classification and the number of employees in a classification, to designate the place of work and to curtail or cease operations.

- (e) **Ownership of all materials, products, works and services of any nature performed, delivered or produced by employees related to or resulting from their employment, including, but not limited to, all performances, audio and/or audio-visual recordings, reproductions thereof, electronic content, web-based content or other materials or things of any nature (the “Materials”), and copyright in and all right, title and interest of any nature whatsoever therein shall be the sole and exclusive property of Bell Media. Bell Media shall solely and exclusively own throughout the world in perpetuity all right, title and interest in and to the Materials in whatever stage of completion as they may exist from time to time, including, without limitation, the right to use, publish, display, adapt, exhibit, translate, transmit, exploit, market, broadcast or rebroadcast, or reproduce them on any medium of any purpose, as well as the exclusive right to authorize the use thereof.**

All of the above shall be exercised subject to the terms of limitations of this Agreement. Except to the extent expressly abridged or modified by a specific provision of this Agreement, the Employer reserves and retains all rights, powers and authority to manage its business in all respects.

ARTICLE 4

Union Activities and Security

- 4.1 The Company recognizes Unifor as the sole and exclusive bargaining agent for all employees in the bargaining unit except those covered by the act. All employees in the bargaining unit shall be members of Unifor.**
- 4.2** The Employer shall deduct from each Bargaining Unit member, an amount equal to the regular Union dues as established by the Union. The dues are based on the gross monthly earnings, including overtime, beginning with the date of hire in the Bargaining Unit. The Employer will be notified by Registered Mail at least one (1) month in advance of any changes in the present rate of deduction.
- 4.2.1** The Employer agrees to remit the monies so deducted to the nominee of the President of the Union **bi-weekly by wire transfer**. The Employer, when remitting such dues, shall name the employees from whom deductions have been made, the respective amounts deducted and the names of the employees within the bargaining unit whom have left or joined the Employer since the last payment.

- 4.2.2** When the Income Tax T-4 slips are made available, the Employer shall include, on the slip, the amount of Union dues paid by each Bargaining Unit member in the previous year.
- 4.2.3** The Union shall indemnify the Employer and save it harmless from any and all claims which may be made against the Employer by an employee or employees for amounts deducted from wages as provided by this Article.
- 4.2.4** All remittances made to the Union pursuant to this Article shall be applied towards payment of the dues of the employee from who the deduction was made and for no other purpose.
- 4.3** The employer shall notify, in writing, the acting Senior Executive of the Local Union, or his designee, with a copy to the Regional Office of the Union, of the following information:
- (a) A list of employees showing their name and current salaries once per year, ranked according to seniority;
 - (b) salaries and job classifications of new hires;
 - (c) information relating to pension and medical plans;
 - (d) promotions, demotions and transfers; for all employees within the Bargaining Unit on a current basis.
 - (e) **Employees address and telephone numbers (for new hires as well).**
 - (f) **Job Postings**
 - (g) **Confirmation or extension of probationary periods**
- 4.4** The Union may post, on bulletin boards supplied by the Employer, notice of Union meetings, social affairs, or any business matters of the Union provided that such postings are not offensive or derogatory. Copies of all postings will be provided to the Employer at the time of posting.
- 4.5** Leave for Union Activities - Upon request by the Union, the Employer will release, without loss of pay or other benefits, up to three (3) employees for negotiating and grievance committee meetings. It is understood that no more than one (1) employee from each functional group shall be so released at any one time. The obligation on the Employer shall cease on the appointment of a conciliation officer.
- Within half (1/2) an hour after the conclusion of negotiations, if such meetings take less than the employee's regular working hours, as per Article 16, the employee will be required to return to work for the remaining time in a normal work day.
- 4.5.1** If operationally possible, a leave of absence without pay shall be granted to a maximum of two (2) employees at a time from different functional groups, and up to a maximum of ten (10) working days per year per employee to conduct Union

- business. The Employer may allow an employee to exceed the ten (10) day maximum if he is elected to the Executive Council of the Union. All requests for such leave shall be submitted in writing at least fifteen (15) working days in advance.
- 4.5.2** Leave provided for in Articles 4.5 and 4.5.1 shall not constitute a break in continuity of service in the computation of seniority. An employee receiving leave provided for in Articles 4.5 and 4.5.1 shall continue to receive all the benefits contained in Articles 9, 11 and 14 of this Agreement.
- 4.6** The Union agrees that the Union meetings will not be held on Employer premises and that no employee will solicit membership in the Union or engage in any Union business or activity on Employer time during his working hours or during the working hours of an employee unless permitted under this Agreement or without first obtaining the written permission of the Employer.
- 4.7** The Union representative shall, in the course of his duties, have access to the Employer's premises provided that the Union representative has received the permission of the Employer. Such permission shall not be unreasonably withheld.
- 4.8** The Union shall notify the Employer in writing of the names of the local executive members and shall obtain an acknowledgment from the Employer of receiving such notice. The Employer shall be obliged to recognize so notified.
- 4.9** The Union acknowledges that local executive members have regular duties to perform as employees of the Employer and therefore they shall, wherever possible, conduct their activities outside working hours and that such employees will not leave their regular duties for the purpose of investigating or presenting grievances, without first obtaining permission of the department head, such permission not to be unreasonably withheld. It is understood that employees having grievances shall not discuss said grievances with the local executive member during working hours.

ARTICLE 5

Non-Discrimination

- 5.1** There shall be no discrimination by the Employer in refusing to continue to employ or, during the course of employment, in differentiating adversely in relation to an employee for reasons of sex, race, national or ethnic origin, colour, religion, sexual orientation, marital or parental status, conviction for which a pardon has been granted or for which a full sentence has been served, physical handicap, political affiliation or activities, or age, unless such discrimination is based upon a bona fide job requirement or is based on the employee having reached his normal age of retirement.

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

ARTICLE 6

Strikes and Lockout

- 6.1 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of stoppage of work, either complete or partial, the union agrees not to strike during the term of the collective agreement and, the Employer agrees that there will be no lockouts.
- 6.2 An employee may refuse to work at any Radio or TV station, transmitter, studio, or property where a legal strike is in progress. Further, an employee may refuse to supply programming solely for a company that is on strike or has declared a lockout.
- 6.3 No employee shall be penalized in any manner for refusing to cross a legally constituted picket line provided such picket line does not constitute a secondary picket at the Employer's place of business.
- 6.4 Should the Union claim that the Employer's conduct constitutes a lockout, it may take the matter up with the Employer at Step 2 of the Grievance Procedure.

ARTICLE 7

Grievance Procedure

- 7.1 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. In the event of a dispute between any employee or employees in the Bargaining Unit and the Employer in reference to the application, administration, interpretation or alleged violation of this Agreement, the Union representative or the employee or employees believing a grievance exists shall take the matter up with the department head concerned or his designee before implementing the grievance procedure. In the event the dispute is not settled at this stage, the following shall be the procedure for the adjustment and settlement thereof:

STEP 1:

Within ten (10) working days following the event on which the grievance is founded or the date on which the employee became aware or ought to have become aware of such event, the employee or the Union may take the matter up with the department head, or his designee, by presenting the grievance in writing.

When the employee presents the grievance, he shall be accompanied or represented by a member of the Grievance Committee. The department head or his designee shall reply by writing within ten (10) working days of the presentation of the grievance. Failing a settlement of the grievance, or a reply in writing, the grievor may proceed to Step 2.

STEP 2:

Within five (5) working days from the expiration of the second ten (10) day period referred to in Step 1, the grievor, accompanied by the Grievance Committee, comprising up to three (3) employees and a representative of the Regional Office of the Union, if so desired, may take the matter up with the Administration and Personnel Manager, or his designee. The written grievance and reply, if any, completed in Step 1 must be presented. The Administration and Personnel Manager or his designee shall reply in writing within seven (7) working days from the presentation of the grievance under Step 2.

STEP 3:

If final settlement of the grievance is not reached within ten (10) working days of the receipt of the reply described in Step 2, the dispute may be referred for further discussion and consideration to the General Manager or his designee and the Union Regional Office representative who may be accompanied by the Local President.

STEP 4:

In the event that the representative of the Employer and the Union cannot reach agreement within twenty (20) working days of the meeting referred to in Step 3, the dispute may be submitted to final and binding arbitration by written notice of either party to the other party. The parties shall select a mutually acceptable arbitrator within ten (10) working days of sending the notice requesting arbitration. If the parties are unable to agree on the selection of an arbitrator within the time limits prescribed, the Federal Minister of Labour shall be requested to appoint the arbitrator. The cost and/or expenses of such arbitration shall be borne equally by the Employer and the Union, except that no party shall be obliged to pay the cost of stenographic transcript without express consent.

- 7.1.1** Any grievance concerning the discharge of an employee may be submitted to the General Manager or his designee at Step 3 within ten (10) working days of the discharge.
- 7.2** If either of the parties to this Agreement considers that a dispute exists as to the interpretation or application of the Agreement, the dispute may be referred as a grievance at Step 3 of the grievance procedure, within twenty (20) working days following the events on which the grievance is founded. The Union shall not institute a grievance directly affecting an employee or employees pursuant to this Article 7.2 which such employee or employees or the Union could have instituted pursuant to Article 7.1.

- 7.3** The discussion and decision made on each grievance shall be limited to the matter specified in the written grievance at Step 1.
- 7.4** The time limits specified herein may be extended or shortened by the mutual written agreement of the parties.
- 7.5** Should any grievance not be submitted or carried by the employee within the time limit specified above, then the grievance shall be deemed to be abandoned. If no decision has been given to the employee within the time limits specified above, the employee shall be entitled to submit the grievance to the next step, including arbitration.
- 7.6** At any stage of the Grievance Procedure, including arbitration, all reasonable arrangements will be made to permit the conferring parties to view disputed operations, provided that such arrangements do not cause unnecessary cost to the Employer or interfere with Employer operations.
- 7.7** Decisions arrived at between the Employer and an employee and/or the Union on the disposition of any specific grievance shall be final and binding upon the Employer, the Union and the employee or employees concerned.
- 7.8** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.9** If it is determined by the arbitrator that an employee has been suspended or discharged, or otherwise disciplined, for just cause, the arbitrator may change or amend such penalty and give an award that seems just and reasonable in all circumstances, provided that the penalty imposed by the Employer was manifestly unjust and unreasonable in the circumstances.
- 7.10** If it is determined by the arbitrator that an employee has not been suspended, discharged or disciplined for just cause, the arbitrator may make any decision which is just and equitable and which may or may not include reinstatement of the employee. The arbitrator shall have the jurisdiction and authority to interpret and apply the provisions of this Agreement in so far as shall be necessary to the determination of the grievance or dispute.
- 7.11** The arbitrator shall not have the jurisdiction to alter, enlarge, modify or amend the provisions of this Agreement, nor to make any decision inconsistent therewith, nor to alter, enlarge, modify or amend the provisions of the grievance nor deal with any matter not covered by the Agreement.

ARTICLE 8
Reports on Performance

- 8.1** Any formal disciplinary measure taken against an employee shall be communicated to that employee in writing with a copy sent or delivered to a member of the executive of the Union Local within ten (10) working days of the Employer having knowledge of the events giving rise to the necessity for discipline and that disciplinary measure shall form part of the employee's personal record. If this procedure is not followed, neither the notice nor the events which gave rise to the notice shall form part of the employee's record or affect his job status or be used against him in any way. Any written response received from the employee within ten (10) working days of the communication of the Employer's notice shall also be placed on his file. An employee, upon reasonable written request, shall be permitted to review his file in the presence of his department head on not more than two (2) occasions annually.
- 8.2** An employee must be accompanied by a union representative at any formal disciplinary meeting unless the employee expressly advises the Employer that he or she does not want such union representation present.
- 8.3** Dismissal, discipline or written warning of a full-time employee shall be only for just cause. It is agreed that dismissal, discipline and written warnings of full-time employees may be subject to the Grievance Procedure. An employee dismissed for just cause shall be entitled to receive all accrued vacation and holiday pay.
- 8.4** **The record of an employee shall not be used against them for any purpose for misconduct that occurred more than twenty-four (24) months prior to the latest incident, unless it is of the same nature.**

ARTICLE 9
Seniority

- 9.1** Seniority is defined as the length of continuous service from the last day on which the employee commenced work with the Employer, subject as hereinafter provided.

However, Company seniority shall be applied separately for regular part-time employees as a group distinct from regular full time employees and shall be calculated based on hours worked. Notwithstanding the foregoing, part-time employees' seniority shall be integrated with full time employees' seniority and shall apply bargaining unit wide in the case of layoffs.

When part-time employees are laid off, it is agree that the following shall be applicable:

- 1) Part-time employees working on a regular weekly basis shall be given two (2) weeks' notice in advance of the proposed layoff, or two (2) weeks' pay based on averaged hours worked on the last 26 pay periods at the time of layoff.**
- 9.2** The Employer shall maintain a seniority list showing the date on which each employee commenced service with the Employer. A copy of such list shall be provided to the Union within thirty (30) days of the signing of this Agreement and shall be posted on the premises. Thereafter, up to date seniority lists shall be sent to the Union and posted on the premises once every year.
- 9.3** Seniority shall not be established until the probationary period has been served but shall then count from the date of engagement.
- 9.4** Classification seniority shall be measured by the length of Employer seniority within the classification as defined in Article 2.7.
- 9.5** The seniority of an employee may be affected according to the following situations:
- (a) An employee with seniority of one (1) year or more who resigns may take his accumulated seniority up to the time of resignation if he is rehired as an employee of the Employer within twelve (12) months after he resigns;
 - (b) an employee who is laid off retains his seniority rights for six (6) months, if at the time of lay-off he has less than two (2) years of continuous service; and for twelve (12) months if at the time of lay-off he has in excess of two (2) years continuous service. Upon the expiration of an employee's seniority rights in accordance with the terms of this table, he shall be considered as being discharged for just cause;
 - (c) on a leave of absence without pay of less than one (1) month, the seniority of an employee shall not be affected.
- 9.6** An employee's seniority and all rights under this Agreement shall be forfeited, with no obligation on the Employer to rehire such employee, in the event of any one of the following occurrences:
- (a) If he is discharged for just cause and is not reinstated; or
 - (b) if he resigns voluntarily and does not qualify under Article 9.5 (a); or
 - (c) if he is laid off in excess of any recall rights contemplated under

Article 9.5 (b); or

- (d) after obtaining an authorized leave of absence, he fails to report to work at the expiration of his leave of absence unless such failure to report to work is beyond the control of the employee and he has notified the Employer at the earliest opportunity; or
 - (e) if he is absent for two consecutive scheduled working days, without authorized leave of absence or without a medical certificate from a duly qualified medical practitioner certifying that the employee was or is unable to be present at work because of illness, in which case the employee shall be deemed to have quit voluntarily; or
 - (f) if he fails to return to work when recalled following a lay-off; or
 - (g) if he retires.
- 9.7** Vacancies - Both the Union and the Employer agree that when the Employer determines that a vacancy exists in classifications within the Bargaining Unit, the employees shall be given an opportunity to apply for the job. The Employer will post for at least five (5) days [one hundred and twenty (120) hours] the Bargaining Unit positions open and employees may file applications for the positions.
- 9.7.1** Qualifications for a given position which can be identified and objectively articulated shall be included in the notice posted.
- 9.7.2** Positions in the Bargaining Unit in Functional Groups A and B shall be awarded by Bargaining Unit seniority provided the employee meets the qualifications as posted for the position.
- For the remaining job classifications, it shall be the exclusive function of the Employer to assess the qualifications, training, experience, talent and abilities of all applicants for any given job opening and to award the position to the applicant who, in its opinion, best meets the requirements of the job. This function must be exercised in a bona fide, non-arbitrary and non-discriminatory manner.
- 9.7.3** If there is no suitable applicant from the Bargaining Unit the Employer reserves the right to hire outside the Bargaining Unit.
- 9.8** No employee shall be transferred to a position outside the Bargaining Unit without his consent, and the employee will not be penalized for such refusal.
- 9.8.1** An employee shall only be demoted for just cause, by mutual agreement between the employee and the Employer or as contemplated under Articles 9.9 and 10.

- 9.9** An employee who has completed his probationary period as provided for in Article 2 will not, under any circumstances, be required to complete an additional probationary period; however, an employee promoted or transferred to another classification or another job function requiring a different skill will perform a ninety (90) day trial. If the Employer, while not acting in bad faith or in a discriminatory manner, concludes that he is unsuited for the new position, it may remove him from that position. The employee's position previous position, seniority and salary will be made available to him. If the employee resumes his previous position, all other employees who assumed new positions as a result of his promotion or transfer shall resume their previous positions and salaries. At the conclusion of a successful trial period, the employee's promotion or transfer will be made permanent and he will be so advised in writing. In all cases of trial, promotion and/or transfer, the higher classification will be paid.
- 9.10** Lay-Offs - When lay-offs of employees are to be made, the Employer shall determine what jobs are to be left vacant or abolished and the number of employees to be laid off.
- 9.10.1** Except in the event of unforeseeable circumstances beyond the control of the Employer, the Employer will advise the Union and the employees, in writing, of any proposed lay-offs involving five (5) or more people at least two (2) months in advance, and involving less than five (5) people at least six (6) weeks in advance. Failing such notice, the affected employees will be entitled to pay in lieu of the time by which the notice fell short of these requirements.
- 9.10.2** When employees are to be laid-off, such lay-off shall proceed in an inverse order of classification seniority.
- 9.10.3** The notice of lay-off to the Union shall include a list of the jobs declared redundant specifying which are to be left vacant and which are to be abolished, any relocation as per Article 9.10.4, and the individuals to be laid off.
- 9.10.4** Severance Pay - In the case of layoff of an employee with one (1) or more years of continuous service, such employee is entitled to three (3) weeks salary for each year of continuous service or part thereof. In no case shall the severance pay be less than three (3) weeks of pay. The employee may elect to either wait thirty (30) days and obtain his full credits in one (1) lump sum or to receive his credits in a weekly salary until either his credits are exhausted or he is called back to work. In the event that he is called back to work, and his credits are not exhausted, pay accumulated and not paid during layoff will continue to accumulate to the credit of the employee. In the event of a subsequent layoff, only the credits not paid in the previous layoff will be paid.
- 9.10.5** In the event of a lay-off, an employee who, in the opinion of the Employer, has the qualifications, training, experience, talent and ability to satisfactorily perform the requirements of a job in another classification where there is an employee

with less Employer seniority, may displace that employee. This discretion must be exercised by the Employer in a bona fide, non-arbitrary and non-discriminatory manner.

9.10.6 The Employer will provide employees facing lay-off with reasonable time off during their normal work week without loss in salary to be interviewed for positions outside the Employer, up to a maximum of three (3) two-hour interviews per week. The Employer may request proof of the interview as a condition of payment.

9.11 An Employee, when resigning, will give the Employer two (2) weeks notice in writing.

9.12 Automation or technological change means:

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

9.12.1 In the case of lay-off or future change in the employee's working conditions or job security due to the introduction of automation, the Employer will agree to the following conditions:

- (a) The Employer will give the Union and the affected employees as much advance notice as is practicable, but not less than ninety (90) days notification of such lay-offs or changes. Such notice of lay-off may be in the form of ninety (90) days pay in lieu of notice, plus all other benefits including severance pay as provided in this Agreement.
- (b) The Employer 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 minimizing hardship to the employees affected by providing, where possible, alternative employment within the Employer or by joint efforts by the Employer and the Union to obtain employment outside of the Employer. The Employer will provide such employees reasonable paid time off for such employment interviews.
- (c) An employee will be given six (6) months after the day of the introduction of any new equipment, machinery or process in order to obtain proficiency in his new duties. All opportunity for retraining on new equipment, machinery or processes pursuant to this Article will be provided by the Employer during normal

working hours and employees during the period of retraining shall be paid at the normal rate of wages. If an employee has failed to demonstrate sufficient ability in operating the new equipment, machinery or process to ensure the efficient operation of the enterprise of the Employer, the employment of the employee may be terminated.

(d) Sections 150, 152 and 153 of the Canada Labour Code do not apply during the term of this Agreement to the Employer and the Union.

9.13 Recall - A laid off employee who retains recall rights as contemplated in Article 9.5(b) shall be notified in writing, and offered the position, in the event that the Employer determines that there is a vacancy in a position for which the laid off employee has, in the opinion of the Employer, the necessary qualifications, training, experience, talent and ability; such a determination must be made by the Employer in a bona fide, non-arbitrary and non-discriminatory manner.

9.13.1 In the event that a vacancy occurs in the classification in which the employee was laid off, the only criterion applicable to the recall shall be seniority.

9.13.2 An employee may refuse to accept a recall to a job in a different classification without forfeiting his right to recall to his original job.

9.13.3 An employee may refuse to accept a recall to a job at a salary less than his actual salary without forfeiting his right to recall.

9.13.4 An employee may accept, on a temporary basis, options 9.13.2 or 9.13.3 without losing his right to recall to his original job or a job of the same salary.

9.13.5 An employee recalled after lay-off will return to the position on the wage scale that he occupied upon lay-off.

9.14 **The seniority of a contractual employee begins the first day of employment and corresponds to the working hours made to be translated in days, weeks, months and in years.**

A contractual on air host personality cannot, at any time, be bumped by another employee.

A contractual on air host personality must sign a fixed-term contract with the employer. This contract, as a whole, cannot contain less advantageous monetary dispositions than the clause of the collective agreement.

Unless renewed at the end of the term of the contract, he leaves his employment according to the modalities of the termination of employment included in his contract and cannot bump any other employees within the

bargaining unit. The non-renewal of the contract of a contractual on air host personality cannot be the object of a grievance.

ARTICLE 10
Jurisdiction and Duties - Job Descriptions

- 10.1** The Employer agrees not to assign to any non-Bargaining Unit member duties normally performed by members of the Bargaining Unit if the effect of such assignment would be to cause the lay-off of a member of the Bargaining Unit or to prevent the recall from lay-off of a member of the Bargaining Unit.
- 10.2** Students from a recognized educational institution will be allowed to perform Bargaining Unit work, providing a qualified member of the Bargaining Unit is assigned to instruct said students.
- 10.3** Employees required to perform a job function different from their regular job function, for which they have not received adequate training, shall not be penalized for errors committed during such performance attributable to such lack of training.
- 10.4** The Employer shall notify the Union in advance of:
- (a) Any significant change contemplated to the duties, tasks or responsibilities of the jobs covered by this Agreement;
 - (b) any new job to be created or declared by the Employer within the Bargaining Unit;
 - (c) any change the employer intends to make to the current functional groups covered by the collective agreement.
- 10.5** If a new or significantly changed job is not covered under Schedule A, the Employer, in conjunction with the Union, will establish a rate of pay for the job.
- 10.6** Should the parties fail to agree on remuneration, either of them may take the dispute to arbitration in accordance with the Grievance Procedure, provided that the Employer shall be entitled to place an employee in the new or significantly changed job at a wage rate established by the Employer pending final resolution of the dispute at arbitration. All necessary adjustments will be made following the arbitration to implement the arbitration decision as of the date the employee fills a new or significantly changed job.
- 10.6.1** The Arbitrator's award shall be effective from the date the employee fills a new or significantly changed job.

- 10.7** Contracting Out - The Employer shall not contract out any work or duties normally performed by members of the Bargaining Unit to any other person or company if the effect of so contracting out would result in the lay-off of a full-time employee, failing to fill a fulltime vacancy, failing to hire a full-time employee into the bargaining unit, or prevent the recall from layoff of a full-time employee.

ARTICLE 11
Employee Benefits

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

- **The Pension Plan**
- **The Health, Life and Accident coverage under the Omniflex Benefits Program**
- **The Disability Plans**

A regular part-time employee will have the same benefit as a regular full time on a prorated basis.

- 11.2** An employee absent for illness or injury shall inform the Employer of his absence as soon as possible and shall indicate the cause of his absence and if possible the time he expects to return to work.
- 11.3** The Employer may require an employee to undergo a medical examination by a doctor of its choice on Employer time and at its expense. This may be required when it is necessary to establish the state of health of a particular employee or as a safeguard for other members of the staff to determine the cause of excessive absenteeism. All the time of the examination the employee or the Employer may request that the doctor advise whether the employee is well enough to return to work. If the employee so requests in writing, the results of the examination will be conveyed to the employee's personal physician.
- 11.4** Inability to work because of pregnancy shall not be considered as an illness, however, should illness occur as a result of pregnancy, than it shall be covered under Article 12.
- 11.5** Bereavement Leave - **In the event of the death of a member of the employee's immediate family, parent, guardian, child and in the case of a spouse (married, common law, same sex, step father, step mother and step child) bereavement leave shall be granted, with pay, up to five (5) days. There may be circumstances where these days cannot be taken during 5**

consecutive days following death. For example, this could be the case where an employee would be required to travel a great distance in order to attend the funeral. In that case Management's decision is required.

Additional time off with or without pay (including vacations) may be granted. Management's decision on the duration of time off will be taken into consideration under the circumstances of each individual case.

- 11.6** In the event of the death of an employee's sister, brother, father-in-law, mother-in-law, and any relative currently residing in the employee's household, or with whom the employee resides, bereavement leave shall be granted, with pay, up to three (3) days on any of the employee's regularly scheduled work days. **There may be circumstances where these days cannot be taken during the 5 consecutive days following death. For example, this could be the case where an employee would be required to travel a great distance in order to attend the funeral. In that case Management's decision is required.**

Additional time off with or without pay (including vacations) may be granted. Management's decision on the duration of time off will be taken into consideration under the circumstances of each individual case.

- 11.6.1** In the event of the death of the employee's brother-in-law, sister-in-law, grandparent or grandchild, the employee shall be granted one (1) day of bereavement leave, with pay, provided the funeral is on one of the employee's regularly scheduled work days, and the employee attends the funeral. Before bereavement leave is granted, the Employer may require the employee to produce proof of the need for such leave.
- 11.6.2** In exceptional circumstances, an extension of these time periods may be granted, at the sole discretion of the Employer.
- 11.6.3** The Employer shall consider requests from employees for special leave for emergencies. The Employer shall have the sole discretion to determine if such leave of absence will be granted.
- 11.7** The Employer will grant leave with pay to an employee for medical, dental and eye appointments where sufficient notice for rescheduling is given by the employee. Employees shall, whenever possible, schedule such appointments for times other than their scheduled work hours.
- 11.8** Any leave of absence shall be applied for in writing and shall specify the reason for requesting the leave.
- 11.9** An employee required to serve as a juror, or subpoenaed as a witness by the employer or the Crown in any legal proceeding other than an arbitration hearing conducted pursuant to this collective agreement shall be considered as being on

leave with pay, with any remuneration received by the employee from the court or the party subpoenaing, as the case may be, to be paid to the company. The employee may be required to furnish proof of such service and pay for same. Where an employee is called for such service and is not required to be present or completes such service more than three (3) hours before the end of his scheduled shift, he will report for work in the usual manner.

ARTICLE 12

Maternity, Paternity or Adoptive Leave

- 12.1 An employee who has completed six (6) consecutive months of continuous employment with the Company shall be granted child care or adoption leave, without pay, under the conditions of eligibility set forth in the applicable Company practices currently in effect, or as amended from time to time following consultation with the Union.**

In addition, a Regular employee who has completed six (6) consecutive months of continuous employment with the Company and who meets the conditions of eligibility contained in the applicable Company practices shall receive an allowance under the Supplemental Allowance Plan in accordance with these same practices.

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

ARTICLE 13

Travelling Expenses and Provisions

- 13.1 An employee using his car in the execution of his work, with the authorization of the Employer, shall receive an indemnity equal to at least \$46 per kilometer or such higher rates as determined by employee policy. Mileage increases will change along with company policy**

Mileage increases will change along with company policy.

- 13.2 Due to changes in Manitoba Public Insurance Corporation “Autopac” regulations put into force in calendar year 1988, the Employer agreement to maintain Two-Hundred and Fifty Dollars (\$250.00) deductible on all vehicles owned or leased by the Employer which it requires an employee to drive.**

- 13.2.1** When an employee, with the prior authorization of the Employer and on Employer business is involved in a vehicle resulting in damage to his car and the amount of the damage cannot be recovered from any other person or persons, the Employer shall reimburse the employee for the deductible amount of his insurance plan to a maximum of Five-Hundred Dollars (\$500.00), provided the employee is not convicted of having committed a criminal or motor vehicle offense in relation to the accident.
- 13.3** Employees shall be reimbursed for all authorized expenses made for and on behalf of their assignments. **All expense claims are to be submitted through the Ariba system as soon as possible after returning from an assignment. Reimbursement for authorized expenses will be made on the pay following a claim being submitted.**
- 13.4** Employees on authorized out-of-town assignments who require overnight accommodation shall receive single occupancy accommodation at the Employer's expense where available at the locations concerned **and in that case, the following per diem shall apply.**
- Employees shall receive a per diem allowance of \$15 for breakfast, \$20 for lunch, \$25 for dinner and an incidental allowance of \$5 to cover the cost of meals and miscellaneous expenses for each twenty-four (24) hour period.**
- 13.5** The Employer will reimburse an employee for tickets resulting from parking violations that were justifiably incurred as a result in performing an assignment if the tickets are presented to the Employer within the initial period provided for payment of same.
- 13.6** Moving/Relocation Expenses - The Employer agrees that it will incur the cost of moving the personal effects of newly hired employees from one resident to another when their former residence is outside the Winnipeg Metropolitan area.
- The employee will be responsible for obtaining three (3) bona fide quotations as to the cost of moving, and will instruct the lowest to directly bill the Employer. If direct billing is not possible, the employee will submit receipts upon arrival at his new location and will be reimbursed within two (2) weeks.
- The Employer will absorb all costs of moving for employees it terminates or for employees who remain with the Employer for at least two (2) years. Employees who resign before the completion of two (2) years of service will refund the monies spent on moving to the Employer, prorated to the length of the time spend less than two (2) years. The Employer may deduct the refund from any monies payable to the employee by the Employer.
- 13.7** When an employee is required to work at a studio or a remote location other than his normal place of employment, he shall be credited with all the necessary time

consumed in transit between such normal place of employment and any other studio or remote location, and return. This does not apply to “talent” or promotional appearances by “on-air personalities” as contemplated in Article 15.

- 13.8** An employee, other than those scheduled to work at night, who works past the hour of 1900 hours (7:00 p.m.) or sunset, whichever is later, shall be reimbursed for taxi fare when required, upon the prior approval of the Employer and presentation of the receipt.
- 13.9** All time consumed in travelling shall be paid at the appropriate rate.

ARTICLE 14 **Holidays and Vacations**

- 14.1** The following shall be considered as paid holidays:

New Year’s Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

In addition to the holidays listed above, employees may be eligible for up to two (2) Personal Floater Days per calendar year. Eligibility to Personal Floater Days is determined as follows:

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

Floating Holidays shall be available to employees to be taken at a time approved by the Employer acting reasonably. The floating holiday(s) must be taken in the fiscal year in which it is earned and cannot be carried over to a subsequent fiscal year and cannot be converted into cash if unused.

A regular part-time employee will be eligible to the same statutory holidays and vacation policies as a regular full time on a prorated basis.

- 14.1.1** A tour of duty beginning on the eve of a paid holiday and continuing into the paid holiday shall not be considered as work performed on the paid holiday. A tour of duty beginning on the paid holiday and continuing into the following day shall be considered as work performed on the paid holiday.
- 14.2** The above holidays will be observed on the dates proclaimed by the appropriate government authority.
- 14.3** An employee shall not have his weekly wages reduced for a week in which paid holiday mentioned in Article 14.1 occurs.
- 14.4** If a holiday falls on an employee's scheduled work day and he is not required to work, he shall receive his normal basic pay for that day.
- 14.5** If a holiday falls on an employee's scheduled day off and he is not required to work, he shall be entitled to one (1) additional day off. This day shall be deemed as the extra day off.
- 14.6** If a holiday falls on an employee's scheduled work day and he is required to work, he shall receive in addition to his normal weekly wages, one-half (1/2) his hourly rate for each hour worked, with a minimum credit of seven (7) hours, and shall be entitled to a day off which shall be deemed as extra off.
- 14.7** If a holiday falls on an employee's scheduled day off and he is required to work, he shall receive, in addition to his normal weekly wages, three (3) days as extra off.
- 14.8** An employee on vacation on a paid holiday shall be entitled to an additional day off which shall be deemed as extra off.

RECAP

STATUTORY HOLIDAY ON	PAYMENT
Scheduled work day - OFF	Basic
Scheduled day off - OFF	1 extra off

Scheduled work day - WORK	1 1/2 basic min 7 hours 1 extra off
Scheduled day off - WORK	3 extra off
Vacation	1 extra off

14.9 Notwithstanding anything contained in this Article, an employee is not entitled to pay for a holiday in which he does not work where:

- (a) He has not earned wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday; or
- (b) he did not report for work after having been called for work on the day of the holiday; or
- (c) he did not work the regular working day immediately preceding or following the holiday unless he was absent with the Employer's consent.

14.10 Days of extra off can be accumulated and taken at times mutually convenient to the Employer and the employee. If at any time the employee elects to take money in lieu of any or all of his extra off, which had not been scheduled to be taken off, he shall notify the Employer at least one (1) month in advance and shall be paid the following pay period.

14.10.1 Such days of extra off must be taken in time or in money by the end of the year following the year in which they were accumulated.

14.11 Scheduling of Christmas and New Year's Holidays - Employees shall submit their wishes for scheduling of Christmas and New Year's holidays no later than the thirty-first (31) day of October. At least five (5) full working days prior to the thirty-first (31st) day of October, the Employer will post on its boards a notice to ascertain the individual wishes of the employees.

The Employer will post a final vacation schedule by November 15th of each year. Where preference within a functional group conflict seniority shall govern as long as the senior employee has provided his vacation request to the Employer by the October 31 deadline. All vacations will be granted as shown in the final vacation schedule provided operational requirements permit.

14.12 Vacations and Annual Leaves - According to the years of completed continuous service completed from the date of employment, an employee is entitled to vacation with pay as outlined in the following table:

Vacation Entitlement:

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

Employees who have already reached a vacation entitlement that is greater than Bell's policy as of January 1, 2015, will be grandfathered at their existing entitlement until they reach a higher vacation entitlement under Bell's policy.

VACATION TRANSITION

Employees who have already reached a vacation entitlement that is greater than Bell's policy as of January 1, 2015, will be grandfathered at their existing entitlement until they reach a higher vacation entitlement under Bell's policy.

Vacation must be taken between January 1 of the calendar year in which they are earned and end of April of the following year. Employees who at the signing of this agreement had remaining credits prior to December 31, 2014 will be allowed to bank these credits and must use these credits prior to December 31, 2017.

The employee's application for holidays between January 15th and May 31st shall be submitted in writing in a form prescribed by the Company, prior to November 15th. Vacation schedules for holidays between January 15th and May 31st shall be posted by December 1st.

The employee's applications for holidays between June 1st and January 14th shall be submitted in writing in a form prescribed by the Company prior to April 1st. Vacation schedules for holidays between June 1st and January 14th shall be posted by April 15th

14.13 An employee may request to receive the full amount of his vacation pay prior to commencing his vacation period. Such request will not be unreasonably denied.

14.14 Once an individual employee's vacation has been scheduled, that schedule will not be changed within sixty (60) days of its commencement except by mutual agreement between the Employer and the employee.

- 14.15** All employees shall be assigned at least two (2) weeks of their vacation during the period, June 1st - September 30th, unless they agree otherwise. It is understood and agreed that it may not be possible to meet the commitment if a rating period of at least five (5) weeks' duration should fall entirely within the period, June 1st - September 30th.
- 14.16.** If an employee has accumulated more than two (2) weeks holiday, he shall receive preference of selection on only two (2) weeks.
- 14.17** If operationally practical, an employee will be entitled to begin and end his vacation in conjunction with his days off.
- 14.18** The Employer agrees that where an employee has requested leave without pay in conjunction with his annual vacation, the Employer will not grant same at the time requested so as to displace the vacation periods of other employees without their consent.
- 14.19** No employees shall be required to work during his vacation.
- 14.20** During the vacation period, June 1st to September 15th, no employee will be required to work more than eight (8) hours overtime per week, except in the case of emergency.
- 14.21** **Vacation not taken in time off prior to leaving the company will not be paid (except what is required by the Labour Code if applicable). In such circumstances, the employee's vacation eligibility before leaving the company is prorated according to the portion of the year worked.**
- 14.22** Absence of less than one (1) year because of sickness or injury shall not interrupt the accumulation of an employee's vacation credits in this Agreement but the vacation and vacation pay shall nevertheless be prorated to accord with the time worked in any particular year.
- 14.23** Should an employee fall sick while on vacation with the result, as certified by a doctor's written confirmation, that the individual is confined to a hospital bed or is bedridden at his place of residence for more than two (2) days, the unused days of vacation with pay will be credited to the employee.
- 14.24** Notwithstanding Article 2.3.2.1, part-time employees shall be eligible for a partial vacation with pay on a pro-rata basis calculated according to their hours actually worked.

ARTICLE 15
General Matters

15.1 Outside Activities - An employee shall be free to engage in activities outside his hours of work provided that:

- (a) such activities are not in competition with the services of the Employer;
- (b) no employee may exploit his connection with the Employer in the course of activities without permission from the Employer, which permission shall not be unreasonably withheld;
- (c) such activities do not affect his work or the working efficiency of the Employer.

15.2.1 An Employee required to appear and perform on-air on location for a sales promotion shall be paid **\$70.00** per hour for all hours worked for each remote live on location broadcast.

15.2.2 A promotional appearance by the Promotions Supervisor, or Promotions Assistant, will be deemed as hours worked. Those Employees requested to make such promotional appearances shall be entitled to equivalent time off during their regular work week.

A promotional appearance by an all-night announcer/operator, evening/swing announcer/operator, midday announcer/operator, drive announcer/operator, morning announcer/operator or News/Sports Desk (referred to herein as a "personality") shall not result in additional remuneration to the Personality unless scheduling of such an appearance causes the scheduled hours of work in a day of the Personality, including the appearance, to be spread over more than a ten (10) hour period from start time to finish time.

The Personality will not receive additional remuneration on the first twelve (12) occasions (or, in the case of Morning Announcer/Morning Co-Hosts, the first twenty-four (24) occasions) in each year that scheduled hours are spread over more than a ten (10) hour period. For all such occasions in excess of twelve (12) per year (or, in the case of Morning Announcer/Morning Co-Hosts, twenty-four (24) per year), the Personality will be paid the overtime rate for all hours worked outside of the ten (10) hour period. By way of example:

- (a) If a Personality is scheduled to commence work at 10:00 a.m. and scheduled for a promotional appearance that ends before 8:00 p.m. no special circumstances will apply.

- (b) If a Personality is scheduled to commence work at 10:00 a.m. and attends a promotional appearance that ends after 8:00 p.m. he will be credited with one (1) promotional appearance towards the twelve (12) or, in the case of Morning Announcer/Morning Co-Hosts, twenty-four (24), he is required to perform each year without remuneration.
- (c) If a Personality has done twelve (12) or, in the case of Morning Announcer/Morning Co-Hosts, twenty-four (24), appearances and is scheduled to work 10:00 a.m. to 4:00 p.m. and is to attend a promotional appearance from 8:00 p.m. to 10:00 p.m. he will be credited with two (2) hours of overtime.
- (d) If a Personality has done twelve (12) or, in the case of Morning Announcer/Morning Co-Hosts, twenty-four (24), appearances and is scheduled to work from 10:00 a.m. to 4:00 p.m. and is to attend a promotional appearance from 7:00 p.m. to 9:00 p.m. he will be credited with one (1) hour of overtime.
- (e) If a Personality has done twelve (12) or, in the case of Morning Announcer/Morning Co-Hosts, twenty-four (24), appearances and is scheduled to work from 10:00 a.m. to 4:00 p.m. and is to attend a promotional appearance from 10:00 p.m. to 12:00 a.m. he will be credited with two (2) hours of overtime.

Transportation is to be provided for out of town events.

- 15.2.3** Station promotion appearances outside of normal hours of work by Bargaining Unit members other than On-Air personalities, the Promotion Supervisor O.A. and the Promotion Supervisor shall be voluntary and without remuneration.
- 15.2.4** Appearances outside of normal hours of work by Bargaining Unit members at charitable functions shall be voluntary and without remuneration.
- 15.2.5** A personal appearance which last four (4) hours or less from the scheduled start time to the scheduled completion shall count as one (1) such appearance. If its length exceeds four (4) hours, it shall count as two (2) appearances and will be credited in accordance with article 15.2.2.
- 15.2.6** All rates listed in this Article are minimum rates.
- 15.3** Every time a radio announcer is assigned to an on-air show, he shall be assigned for a minimum of one (1) hour solely for the purpose of on-air preparation. This one (1) hour period shall apply in all cases except the early morning on-air shift, in which case the one (1) hour preparation time shall be assigned in the last one (1) hour of the last tour of duty preceding the next on-air shift.

- 15.4 An Announcer shall have a maximum of six (6) continuous hours “on-air” per shift. If any on-air shift is longer than six (6) hours, the extra hours shall be added to the announcer’s tour of duty as hours worked.

ARTICLE 16

Hours of Work

- 16.1** The normal full-time work week shall be comprised of thirty-five (35) hours in the case of Clerical/Administrative and Creative Departments and forty (40) hours in the case of all other staff.
- 16.1.1** Clerical/Administrative and Creative Department staff shall be defined as the following: Courier, Traffic Clerk, Accounting Clerk, Programming Assistant, Receptionist, Copywriter, Copy Supervisor, Promotions Assistant, Promotions Coordinator, Promotion Supervisor, Producer, and Production Supervisor.
- 16.2** A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during the day, calculated to the last quarter (1/4) hour in which work was performed.
- 16.2.1** The normal full time tour of duty shall be as follows:
- Clerical/Administrative and Creative Staff - 7 hours per day;
 - All other staff - 8 hours per day;
- and shall be exclusive of meal breaks unless otherwise provided for in this Agreement.
- 16.3** All employees shall receive two (2) consecutive days off in each work week. The five (5) work days in any week need not necessarily be consecutive; they may be separated by two (2) consecutive days off.
- 16.3.1** Days off shall be defined as the number of days times twenty-four (24) hours plus a turn-around period of twelve (12) hours.
- 16.4** Posting of Schedule - Employees’ work schedules shall be posted by Tuesday noon (12:00 hours) in the week prior to the week covered by the work schedule. It is the intention of the Employer to ensure that each employee shall be informed of his daily work schedule as early as possible.
- 16.5** Notice of change of a tour of duty shall be given as much in advance as possible, but no later than the end of a tour of duty on the 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 worked.

16.6 No claim for compensation for excess hours worked will be honored unless the excess hours of work in question have been expressly authorized or requested in advance in writing by the appropriate department head.

16.7 Temporary Upgrading - In the event that an employee is temporarily assigned to perform work at a higher-rated classification within the Bargaining Unit, then that to which **they are regularly assigned for a period of more than one (1) hour, they shall be paid at two (2) dollars an hour, to a maximum of sixteen (16) dollars per tour of duty or any part thereof.** It is agreed that this temporary upgrading shall not be used to circumvent this Agreement.

16.8 When an employee is required to work hours in excess of those hours in his normal scheduled work week, he will be compensated for that work in one of the following two ways;

(a) if the excess hours do not result in the employee's total daily hours exceeding eight (8) or forty (40) hours respectively, they should be paid for at the employee's normal hourly rate. If and to the extent that the excess hours cause the employee's daily or weekly total to exceed eight (8) or forty (40) hours respectively, those hours in excess of eight (8) or forty (40) shall be paid at the rate of one and one-half (1 1/2) times the employee's normal hourly rate;

or alternately,

(b) the employee may have time off with pay from his normal scheduled hours of work in an amount equal to the excess hours worked, to be taken at a time mutually convenient to the employee and his department head.

The option to select alternative (a) or (b) is the employee's option. However, if no mutually convenient time can be agreed upon with the department head as contemplated in option (b), option (a) will be utilized.

16.8.1 There shall be no pyramiding of overtime and therefore overtime shall not be paid under more than one sub-article of this Agreement.

16.9 The Employer has the right to assign an employee to perform work of an equal or lower classification provided his wage rate remains the same and that such assignment is temporary.

16.10 **System Support Technician**, who are assigned to be on call must:

(a) Be provided with a pager or cell phone;

- (b) Be paid at the rate of **fifteen (\$15) dollars** per day;
 - (c) Receive **overtime if they are called at one and one-half (1 ½) times their basic hourly rate with a minimum credit of two (2) hours (including 30 minutes travel time) if the work extends beyond (8) hours, all time worked in excess of the first (8) hours, shall be compensated at the rate of two (2) times the employee's basic hourly rate.**
- 16.11** This article is intended to define only the normal hours and days of work per week.
- 16.12** The work week is a seven (7) calendar day period commencing at 12:01 a.m. **Sunday.**
- 16.13** Turn-Around Period - A turn-around 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. All time worked and any meal period which encroaches on the turn-around period shall be paid at a premium rate of addition to the employee's regular rate, for each hour of encroachment.

This premium shall also apply to an encroachment on the turn-around period in conjunction with days off as set out in Article 16.3.1 of this Agreement. This Article shall not apply to Promotional Appearances as outlined in Article 15.2.2 of the Collective Agreement.

ARTICLE 17

Health and Safety

- 17.1** The employer will endeavor to carry out its operations in a manner that will not endanger the health and safety of its employees and shall adopt and carry out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employee injury in its operation. It shall be the duty of an employee to take all reasonable and necessary precautions to ensure his own safety and safety of his fellow employees. Working areas and employees' facilities will be maintained in a clean and sanitary condition by the Employer, and shall meet the minimum conditions outlined in the Canada Labour Code. It is recognized and agreed that the employees will co-operate in keeping such facilities clean and sanitary.
- 17.2** No employee shall be required to do work under what he reasonably concludes are hazardous conditions. Where such hazardous work is involved, all reasonable safety and precautionary measures shall be taken by the Employer and the employee. Refusal to do such work shall not result in discipline, including loss of

pay nor will such refusal prejudice any future job status where the conditions are found to be hazardous.

- 17.3** The Employer agrees to supply protective clothing and/or safety devices for employee on assignment where conditions require their use and maintain appropriate transportation and safety standards, in accordance with the requirements of the Canada Labour Code.
- 17.4** The Employer shall provide and maintain First Aid kits at its premises.

ARTICLE 18

Meal and Break Periods

- 18.1** The Employer shall schedule two (2) fifteen (15) minute break periods for each employee per tour of duty.
- 18.2** Employees except for on-air staff, shall receive an unpaid meal period of one (1) hour unless mutually agreed between the Employee and his department head.
- 18.3** On air staff (Board Operator CFRW//CFWM, Evening Swing Announcer, News/Sports desk CFRW//CFWM, Midday Announcer/Operator/CFWM, Drive Announcer/Operator /CFWM, Morning Show Host/Operator /CFWM, Morning Co-host/News /CFWM, Morning Co-Host), shall be entitled to a thirty (30) minute meal period during the eight (8) hour tour of duty. Unless scheduled by the Employer, the meal period shall be taken by the Employee at an appropriate time considering operational requirements.

ARTICLE 19

Wages

- 19.1** The minimum wages payable to the respective classifications shall be those set forth in Schedule "A" hereto appended. Employees shall be paid according to the wage scale of the classification to which they are assigned.
- 19.2** All employees shall be paid biweekly.
- 19.3** The Employer reserves the right to award individual employees bonuses, or other additional remuneration, as it may decide. All payments shall be subject to union dues deduction as provided in Article 4.

- 19.4 When an employee is permanently transferred to a higher classification he shall be placed on the higher wage scale.

ARTICLE 20
Present Working Conditions

- 20.1 Any employee's benefits, entitlements or working conditions presently prevailing and not included in this Agreement or in a written employment agreement between the Employer and an employee are annulled by the signing of this Agreement.
- 20.2 It is understood that the Employer shall be entitled to continue its practice of entering into individual employment agreements with terms and conditions of employment different from those in this Agreement, provided that the terms and conditions in this Agreement are minimums. It is further agreed that any such agreement shall be communicated in writing to the local executive and such information shall remain confidential.

ARTICLE 21
Notices

- 21.1 Unless otherwise provided in this Agreement, any notice required to be given to the Union shall be effectively given when faxed or emailed to the **Unifor, 2nd Floor, 1376 Grant Avenue, Winnipeg, Manitoba, R3M 3Y4** or to such other address as the Union may have been supplied to the Employer in writing.
- 21.2 Any notice required to be given to the Employer shall be effectively given when **faxed or emailed** to the Vice President General Manager, **Radio and Television CTV / Virgin 103.1 / TSN 1290 / 99.9 BOB-FM Bell Media**, 1445 Pembina Highway, Winnipeg, Manitoba, R3T 5C2, or to such other address as the Employer may have supplied to the Union in writing.

ARTICLE 22
Savings Clause

- 22.1 It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of the Canada and/or the Province of Manitoba. Should it later be determined that it would be a violation of any legally effective Federal and/or Provincial Statute and/or Regulation(s), the parties hereto agree to amend this Agreement for the sole purpose of making such provision or

provisions conform to such Federal or Provincial Statute or Regulation(s) thereunder, and all other provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

ARTICLE 23
Duration of Agreement

23.1 This Agreement shall come into effect on **September 1st, 2013 and remain in effect for a period of four (4) years to August 31st, 2017.** A party wishing to revise this Agreement shall notify the other party in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiry date hereof and on delivery of such notice the parties shall within twenty (20) days commence negotiations. During the period of such negotiations, this Agreement shall remain in full force and effect. If notice is not given as above, this Agreement shall be automatically renewed for a further period of one (1) year.

23.2 The parties hereto agree to enforce and the Union agrees to see that its members carry out all the terms of this Agreement to be observed by the employees.

IN WITNESS WHEREOF the parties have executed this Agreement, this ____ day of _____, 2014.

ON BEHALF OF
CFRW-FM / CFWM-FM
A Division of Bell Media

ON BEHALF OF
UNIFOR, LOCAL 819-M

SCHEDULE "A"

Wages and Classifications

The wages of all employees shall be increased as follows:

September 1, 2013	1.75%	Retroactive payment
September 1, 2014	1.75%	
September 1, 2015	1.75%	
September 1, 2016	1.75%	

The new wage scales will take place as of September 1, 2014.

	September 1, 2014	September 1, 2015	September 1, 2016
A Receptionist, Courier, Board Operator CFRW, Board Operator CFWM, Promotions Host			
Year 0 - 3	26,846	27,316	27,794
Year 4 - 5	27,935	28,424	28,921
Year 6	32,136	32,698	33,271
Year 7+	33,743	34,334	34,934
B Accounting Clerk, Traffic Clerk, Sales Assistant, Engineering Assistant, Production Assistant, Programming Assistant, Promotions Assistant			
Year 0 - 3	28,144	28,637	29,138
Year 4 - 5	29,801	30,323	30,853
Year 6	33,692	34,282	34,882
Year 7+	35,376	35,995	36,625
C			

Evening Swing Announcer/Operator CFWM, Drive Announcer/Operator CFRW			
Year 0 - 3	32,474	33,042	33,621
Year 4 - 5	36,532	37,171	37,822
Year 6	41,302	42,025	42,760
Year 7+	43,367	44,126	44,898
D Copywriter, Producer, News, Promotions Coordinator	September 1, 2014	September 1, 2015	September 1, 2016
Year 0 - 3	34,438	35,041	35,654
Year 4 - 5	38,743	39,421	40,111
Year 6	43,802	44,569	45,348
Year 7+	45,992	46,797	47,616
E Midday Announcer/Operator CFWM, Drive Announcer/Operator CFWM, Morning Announcer/Operator CFRW			
Year 0 - 3	39,881	40,579	41,289
Year 4 - 5	47,857	48,694	49,547
Year 6	54,106	55,053	56,016
Year 7+	56,812	57,806	58,818
F Copy Supervisor, Production Supervisor, Imaging Producer, Promotions Supervisor, System Support Technician			
Year 0 - 3	42,855	43,605	44,368
Year 4 - 5	45,376	46,170	46,978
Year 6	51,301	52,199	53,112
Year 7+	53,866	54,809	55,768
G Assistant Program Director/Music CFWM			

Year 0 - 3	45,707	46,507	47,321
Year 4 - 5	51,420	52,320	53,235
Year 6	58,134	59,151	60,186
Year 7+	61,041	62,109	63,196
H	September 1, 2014	September 1, 2015	September 1, 2016
Morning Announcer/Operator CFWM, Morning Co-Host/News CFWM			
Year 0 - 3	52,554	53,474	54,409
Year 4 - 5	63,065	64,169	65,292
Year 6	71,299	72,547	73,816
Year 7+	74,865	76,175	77,508

For the purpose of establishing hourly wages, the above yearly wages shall be divided by 1,820 or 2,080 hours to reflect the applicable normal full-time work week as per Article 16.1

The employee who is temporarily assigned to perform the duties of Music Director shall receive \$100 per week, prorated, in addition to his regular wages. Time spent on such duties shall not be considered as time worked for the purposes of this Agreement.

The parties agree that the Collective agreement and the terms of this understanding will be offered to the members of the Union employed by the Employer and upon acceptance of the Union membership and notification of ratification to the Employer this will constitute a formal collective agreement between the parties.

Any disputes concerning the interpretation or application of the terms and conditions of this Memorandum may be submitted to binding arbitration by either party as provided for in Article 7 of the Collective Agreement.

Letter Of Understanding #1
Floater Day/Paid Leave

It is the intent of the parties to offer the following benefit to regular employees of this collective agreement;

1. One additional personal Floater Day will be provided for each calendar year over the term of this Agreement.
2. Employees whose spouse has either given birth or adopted a baby shall be entitled to two days of paid leave to be taken any time within the first two months of the baby's birth or adoption. Employees shall provide the Company with one months' notice wherever practicable.

The parties agree that upon the cessation of this Collective Agreement this Letter of Understanding will be obsolete.

Letter of Understanding #2
Special Retirement Allowance

Members of the CHUM Defined Benefit Pension Plan may be eligible to receive a Special Retirement Allowance (SRA). The Company confirms that it will secure the SRA through a Retirement Compensation Arrangement (RCA), as defined under the Income Tax Act (ITA). Therefore Bell would fund on an annual basis the SRA through a RCA via a separate trust.

The Pension Plan, Omniflex Benefit Plan, vacation policies and statutory holidays will be effective when employees make the transition into the SAP system as of January 2015.

Letter of Understanding #3

Access to Bellnet Website

The transition to the SAP system will be completed the beginning of January, employees will have access via the Bellnet website to all the information related to the Omniflex Program, Pension Plan and all the different company policies like Health and Safety, Preventing Violence in the Work Place, Anti-Harassment Policy, etc.

Letter of agreement # 1

Ian Baxter Salary Adjustment and New Title

We've agreed to move Ian Baxter (Engineering Assistant) from Group B (although he was already paid under Group D) to Group F at year 4-5 at original proposed salary minimum scale of \$43,829.

Since we are going to increase scales by 1.75%, the salary increases and adjustment will be as follows:

Actual salary \$42,308

1.75% retroactive to September 2013 will give him \$43,048

In September 2014 he would receive an increase of 1.75% - \$43,801.34

He would then be placed in Group F at scale 4-5 year at the salary of \$45,376 (approx. 3.5%).

His new job title will be "Systems Support Technician"

**HAS MENTIONED THIS LETTER WILL NOT BE PART OF THE
COLLECTIVE AGREEMENT...IT IS A SIDE LETTER BETWEEN LOCAL
MANAGEMENT AND THE UNION**

LETTER OF AGREEMENT

Between

Bell Media Radio and Television Winnipeg

And

Unifor Local 819M

Bell Media Radio and Television Winnipeg agree to donate into a special fund, \$1200.00 per year for the next three years (starting September 1, 2014, 2015, 2016) for the purpose of providing paid education leave for Bell Media employees. Unifor will manage this fund and will submit an annual report to the company of the investment made during the year.

Such monies will be paid on a quarterly basis into a trust fund established by the National Union, Unifor and sent by the company to the following address:

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

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

For Bell Media Winnipeg

For the Union

Mark Maheu, Vice President & General Manager

Gina Smoke, Unifor National Representative