# **COLLECTIVE AGREEMENT**

BETWEEN



GLOBAL MONTREAL a division of Corus Television Limited Partnership, on behalf of its general partner Corus Television G.P. Inc. (hereinafter referred to as "the Employer")

- and -

UNION OF EMPLOYEES OF GLOBAL MONTREAL LOCAL 4502 CANADIAN UNION OF PUBLIC EMPLOYEES (hereinafter referred to as "the Union")



SEPTEMBER 1, 2019

to

AUGUST 31, 2023

PAGE i



## TABLE OF CONTENTS

ARTICLE 1	OBJECTIVE OF THE AGREEMENT	1
ARTICLE 2	DEFINITIONS	1
ARTICLE 3	RECOGNITION AND JURISDICTION	4
ARTICLE 4	RIGHTS AND OBLIGATIONS OF THE EMPLOYER	5
ARTICLE 5	UNION DUES, RIGHTS AND OBLIGATIONS OF THE PARTIES	5
ARTICLE 6	BULLETIN BOARDS	8
ARTICLE 7	UNION ACTIVITIES	8
ARTICLE 8	LABOUR RELATIONS COMMITTEE	.10
ARTICLE 9	DISCIPLINARY MEASURES	.11
ARTICLE 10	PROCEDURE FOR THE SETTLEMENT OF GRIEVANCES	.12
ARTICLE 11	SENIORITY	.15
ARTICLE 12	CLASS AND JOBS	.16
ARTICLE 13	CLASSIFICATION PLAN MECHANISM	.16
ARTICLE 14	TEMPORARY ASSIGNMENT	.18
ARTICLE 15	TECHNOLOGICAL CHANGE	.19
ARTICLE 16	PROVISIONS REGARDING REGULAR PART-TIME EMPLOYEES	.21
ARTICLE 17	PROVISIONS REGARDING TEMPORARY EMPLOYEES	.23
ARTICLE 18	LAY-OFFS	.25
ARTICLE 19	POSTING - VACANT POSITIONS	.29
ARTICLE 20	HEALTH AND SAFETY	.31
ARTICLE 21	WORK ACCIDENTS	.32
ARTICLE 22	INSURANCE PLAN	.33
ARTICLE 23	SICK LEAVE	.34
ARTICLE 24	MATERNITY LEAVE	.35
ARTICLE 25	SPECIAL PAID LEAVE	.38
ARTICLE 26	ANNUAL VACATION	.40
ARTICLE 27	TAKING OF ACCUMULATED TIME IN BANK	.43
ARTICLE 28	PAID HOLIDAYS	.44

ARTICLE 29	WORK SCHEDULE	45
ARTICLE 30	HOURS OF WORK	47
ARTICLE 31	MEAL PERIODS	47
ARTICLE 32	COFFEE BREAK	48
ARTICLE 33	DAILY BREAK	48
ARTICLE 34	WEEKLY BREAK	48
ARTICLE 35	RECALL TO WORK	49
ARTICLE 36	PREMIUMS	49
ARTICLE 37	OVERTIME	49
ARTICLE 38	TRAVEL EXPENSES	50
ARTICLE 39	GENERAL PROVISION	S CONCERNING WAGES53
ARTICLE 40	CIVIL LAW SUITS	55
ARTICLE 41	UNPAID LEAVE	55
ARTICLE 42	TRAINING AND EDUC	ATION COURSES56
ARTICLE 43	ASSEMBLIES CONVEN	ED BY THE EMPLOYER57
ARTICLE 44	CLOTHES - TOOLS	57
ARTICLE 45	STRIKE AND LOCK-OU	JT <b>58</b>
ARTICLE 46	TRANSLATION OF THI	E AGREEMENT <b>58</b>
ARTICLE 47	DURATION OF THE CO	DLLECTIVE AGREEMENT
SCHEDULE 1	SALARIES	60
SCHEDULE 2	SALARIES	62
SCHEDULE 3	PENSION PLAN	63
SCHEDULE 4	JOB SUMMARIES	64
LETTER OF UNI	DERSTANDING NO. 1	SPECIAL ASSIGNMENTS68
LETTER OF UNI	DERSTANDING NO. 2	ASSISTANT NEWS DIRECTOR68
LETTER OF UNI	DERSTANDING NO. 3	LONG TERM & SHORT TERM DISABILITY COVERAGE
LETTER OF UNI	DERSTANDING NO. 4	PENSION PLAN68
LETTER OF UNI	DERSTANDING NO. 5	69
LETTER OF UNI	DERSTANDING NO. 6	SPECIAL WAGE ADJUSTMENT <b>69</b>

#### ARTICLE 1 OBJECTIVE OF THE AGREEMENT

- 1.01 The agreement has its objective to establish, maintain and promote orderly relations between the Employer and its employees represented by the Union, to establish and maintain wages and conditions of work that are just and equitable for all and to provide a mechanism for the redress of grievances which may arise between the parties to these presents.
- 1.02 Each time the masculine gender is used in the text of the present agreement, it applies without regard to the sex of the person envisioned by the text.

#### ARTICLE 2 DEFINITIONS

Unless the context indicates a different meaning, the following expressions and words mean:

- 2.01 Temporary assignment: the transfer of an employee from one job to another, for a limited duration.
- 2.02 Seniority: the total duration in days, months and years in the service of the Employer as a regular employee.
- 2.03 Artist: any person who appears on screen even in a regular fashion in a domain other than public affairs. The artist is not governed by the provisions of the agreement.
- 2.04 Class: grouping of jobs with the same remuneration.
- 2.05 Spouse: any person with whom an employee lives matrimonially or maritally.
- 2.06 Independent person: a person who is self-employed and/or is employed by another party and who provides services to the Employer on a contractual basis and who is not economically dependent solely upon the Employer. Such persons are not subject to the provisions of the agreement. The Employer shall not utilize independent persons for the purpose of reducing the number of existing full-time employees or for the purpose of avoiding the recall of an employee on lay-off, nor to prevent the posting of an existing job. The employer must provide the Union the names of all independent persons contracted and the duration of their agreement.
- 2.07 Agreement: the present collective agreement.

- 2.08 Employer: Global Montreal, a division of Corus Entertainment Limited Partnership, on behalf of its general partner Corus Entertainment G.P. Inc.
- 2.09 Employee: Any person occupying a job covered by Article 3 (Recognition and Jurisdiction) of this agreement and governed by this agreement.
- 2.10 Probationary employee: any person hired as a regular employee but who has not completed his probationary period.
- 2.11 Temporary employee: any person hired to perform work of a determined duration and includes work of an intermittent nature.
- 2.12 a) Regular full-time employee: any person hired as a regular fulltime employee and who has completed his probationary period.
  - b) Regular part-time employee: any person hired as a regular part-time employee and who works on a regular basis a number of hours determined by the Employer, via posting, which except in unusual circumstances does not surpass 25 hours per week and who has completed his probationary period.
- 2.13 Job: grouping of similar tasks
- 2.14 Grievance: any formal disagreement relating to the interpretation or application of the agreement.
- 2.15 Work day: a work day begins at midnight and ends at the following midnight.
- 2.16 Transfer: the transfer of an employee from one job to another in the same class.
- a) Probationary period of a full-time employee: a period of twelve (12) weeks of continuous employment service from the date of full-time hiring provided the Employer may extend the probationary period up to a total of twenty-four (24) weeks from the date of full-time hire. The Employer will evaluate the employee prior to the expiry of the twelve (12) week probationary period. Where the Employer determines that the probationary period is to be extended for a further period of twelve (12) weeks, the employee and the union shall be advised of any such extension in writing. The Employer may discharge a probationary employee at any time during the probationary period, or any extension thereof and such discharge shall be deemed to be for just cause.

b) Probationary period of a part-time employee: a period of nine hundred (900) hours worked in the service of the Employer. The probationary period of a part-time employee cannot surpass twelve (12) calendar months.

An absence by reason of accident or illness, of less than four (4) weeks, does not interrupt the probationary period which is, in these instances, extended for the duration of such absence.

Where a part-time employee is hired for full time employment in the same position to that of which he was employed as a part time employee, credit for part-time hours worked shall be applied toward the full time probationary period referred to in 2.17 a) above.

- 2.18 Promotion: the transfer of an employee from one job to another job attached to a more remunerative class.
- 2.19 Demotion: the transfer of an employee from one job to another job attached to a less remunerative class.
- 2.20 Qualified or Qualifications: means the ability to perform the normal requirements of the job (such ability having been recognized in the television industry) as determined by the Employer, and includes the ability to express him/herself in quality language as required in English and French.
- 2.21 Intern: a person performing a practical training session in the framework of pursuing his studies or any other framework agreed between the parties.

This person does not perform any characteristic duties of the employees covered by the agreement.

The Employer informs the union of the name of the intern and the exact duration of the internship. The duration of the training session may be extended by an agreement of the parties.

The intern must be accompanied by a regular employee on the same job; otherwise, the production of the intern reporter may not be put on any of the Employer's platforms (TV, Web, Radio, etc).

2.22 Union: Union of the employees of Global Montreal, local 4502 of C.U.P.E.

#### ARTICLE 3 RECOGNITION AND JURISDICTION

- 3.01 The bargaining unit which is referred to in the agreement consists of all employees of the Employer, excluding:
  - Station Manager/Executive Producer News
  - Manager Broadcast Operations
  - General Manager
  - Executive Assistant
  - Senior Anchors
  - Business Manager
  - Program/Promotion Manager
  - Operations and Independent Production Acquisition Manager
  - Maintenance/MIS Supervisor
  - News and Information Director
  - Assistant News Director/Senior Producer
  - Human Resources Supervisor
  - Sales Persons

The Employer recognizes the union as the sole mandatory to negotiate and see to the application of the agreement for the members of the bargaining unit.

- 3.02 No employee excluded from the jurisdiction defined in 3.01 may perform tasks characteristic of the employees covered by the agreement; notwithstanding the above, there can be overlapping of tasks performed by the above exclusions but never to the extent of reducing the number of employees; or for the purpose of avoiding the recall of a person on layoff; or to prevent the posting of a job; and/or the creation of a new job.
- 3.03 Upon the creation of a new job, the Employer so informs the union. Failing agreement on the inclusion or exclusion of the job within the bargaining unit, the case is referred to the Canadian Labour Relations Board. If the Board decides that the new job is included in the bargaining unit, it is posted without delay. The experience acquired by the individual performing the job since its creation shall be credited to him unless there is reasonable justification not to grant such credit.
- 3.04 Any provision of the agreement may be suspended or modified by agreement between the parties, established in writing.
- 3.05 The provisions of this agreement shall apply on a single Employer basis.

#### ARTICLE 4 RIGHTS AND OBLIGATIONS OF THE EMPLOYER

4.01 The administration of the enterprise, the management of its property and operations, as well as the maintenance of order in its establishments are the exclusive domain of management.

> As well, it is recognized that the Employer retains certain other rights and responsibilities which are, principally, the following, without this enumeration being restrictive;

- a) to decide the nature and extent of the necessary supervision, the quality and nature of the mechanical and technical equipment;
- b) to elaborate the methods, formalities, standards and schedules of activity governing the exploitation;
- c) to choose, obtain, create and place the equipment which must be installed in the establishments of the Employer;
- d) to choose and direct the workers and determine their number, as well as the right to hire the employees, to suspend them, to dismiss them or to take any disciplinary measure for just and valid reasons.

The rights guaranteed in the present paragraph are exercised subordinately to the provisions of the agreement.

4.02 The Employer posts and makes known to each of the employees, the existence and the content of any written employee related regulations, put into effect by the Employer. The Employer does the same for any modification of any existing regulation or for a new regulation.

### ARTICLE 5 UNION DUES, RIGHTS AND OBLIGATIONS OF THE PARTIES

- 5.01 No employee may be the victim of discrimination for any reason whatsoever.
- 5.02 Any employee, member of the union at the date of the signing of the agreement, and all those who become members following, must, as a condition to the maintenance of their employment, remain members in good standing of the union until the expiry of the agreement.

- 5.03 Any employee hired from the date of the signing of the agreement must, as a condition of maintaining his employment, join the union and remain a member in good standing for the entire duration of the agreement.
- 5.04 The Employer deducts from the wages of all employees the union dues determined by the Union General Meeting. The amount of the union dues is a percentage of gross salary. The union may modify the amount of the union dues and must so inform the Employer, in writing, fifteen (15) days in advance.
- 5.05 The Employer sends a cheque in the amount thus collected, to the treasurer of the union, no later than the 15<sup>th</sup> of the following month, as well as the list of the dues and the amount of the individual deductions.
- 5.06 The Employer deducts from the wages of a new employee, from the moment of his hiring, the amount of the membership fees demanded by the union and remits this amount with the union dues.
- 5.07 Should the Employer inadvertently omit to deduct the union dues from the wages of an employee, he makes the deduction as soon as the omission is brought to his attention. The Employer agrees with the employee on the additional amount which must be deducted from subsequent paychecks. In no instance, however, can the employee be held to pay arrears of more than three (3) months.
- 5.08 The Employer is not obliged to dismiss an employee to whom the union refuses membership or whom the union expels from its ranks.
- 5.09 The Employer indicates on the forms, for tax purposes, the total amount of union dues paid by an employee.
- 5.10 Any administrative correspondence on the subject of advance deductions must be between the Employer and the treasurer of the union.
- 5.11 The union sends to the Employer a copy of the resolutions taken by the general assembly of members on the subject of dues.
- 5.12 Once per year, in the month of January, the Employer sends to the treasurer of the union a photocopy of the last pay statement of the employees for the preceding year.

- 5.13 The Employer remits to the union, once every three (3) months, along with the union dues, a distinct and up-to-date alphabetical list of all employees included in the bargaining unit. This list includes the following information for each of the employees:
  - 1) name, first name;
  - 2) date of birth;
  - 3) home address;
  - 4) home telephone number, if available;
  - 5) employee status;
  - 6) hiring date;
  - 7) job and classification;
  - 8) hourly wage.
- 5.14 The external advisors of each of the two parties have the right to attend all meetings envisioned in these presents.
- 5.15 Any employee has the right to consult his file in the presence of an officer of the union. The employee may obtain, upon demand and at the expense of the Employer, a copy of any document appearing in his file.
- 5.16 The Employer remits to the union a copy of each of the following notices:
  - a) vacant positions (where to be filled);
  - b) confirmations of the hiring of a new employee;
  - c) notices of transfer (except temporary) and of increases in wages;
  - d) resignations, dismissals, lay-offs and disciplinary warnings;
  - e) name of the temporary employees hired and the wage rates foreseen for their job;
  - f) name of the employees who have posted for a vacant position;
  - g) other notices envisioned in the agreement.

All notices referenced above shall be provided in a reasonable amount of time.

5.17 The Employer makes available to the union, a mail receptacle in which the notices which are destined for the union are deposited.

#### ARTICLE 6 BULLETIN BOARDS

- 6.01 The Employer makes available to the union four (4) closed boards exclusively for union purposes for announcements regarding elections, meetings, negotiation developments and the internal affairs of the union. There shall be one of the said boards assigned to Montreal and the National Assembly. A key is remitted to the representative of the union. Such notices are provided in advance to the Human Resource Department and shall not be derogatory in nature.
- 6.02 The placement of these boards is determined by common agreement between the parties.
- 6.03 The union may place information documents destined for its members next to the bulletin board.

#### ARTICLE 7 UNION ACTIVITIES

- 7.01 Permits for unpaid absence, for the duration of the activities enumerated below, are granted to employees mandated to attend meetings of the executive committee, congresses, conferences, and training sessions of the labour movement and other union activities. Except via commonly agreed derogation, the union presents, in writing, its requests for absence permits to the personnel office no later than fifteen (15) days before the said release. The Employer reserves the right to limit the number of beneficiaries of such absence permits, having regard for business and operational requirements.
- 7.02 In order to prepare the work book of union demands on the occasion of the negotiation towards the renewal of the agreement, and to attend negotiation, conciliation or mediation sessions, the Employer grants an absence permit for a maximum of twenty (20) work days, with pay, to a maximum of two (2) employees mandated by the union. The union must make the request at least thirty (30) days in advance.

Where the time off provided in the preceding paragraph is not sufficient to complete the work book, the Employer will consider a request from the union for a reasonable extension, on a without pay basis.

The Employer grants a permit of absence, without loss of salary, to a maximum of two (2) employees mandated by the union to attend the arbitration of differences.

- 7.03 A member of the union executive is released, without loss of salary, to assist at sessions for the arbitration of grievances; the same applies for the complainant in the case of an individual grievance. They must, however, advise their immediate superior reasonably in advance.
- 7.04 The Employer continues to pay the salary of those employees absent by virtue of paragraphs 7.02 and 7.03 (except for those days excluded by the second paragraph of paragraph 7.02). It sends to the secretary-treasurer of the union a detailed statement of account payable within thirty (30) days of its reception. The Employer continues to contribute to the pension plan (if applicable), the social insurance plan and to unemployment insurance during these authorized absences.
- 7.05 The employees released by virtue of paragraphs 7.01 to 7.04 retain all the rights and privileges of the agreement as if they had remained at work.
- 7.06 Only the person duly mandated by the union executive, or its president, has the authority to request the releases for union activities.
- 7.07 The union may install a filing cabinet in an area designated by the Employer; it may also use this area for union meetings and consultations. The area cannot, however, be used for assemblies or for votes related to collective negotiations or the triggering of pressure tactics or work stoppages.
- 7.08 At the request of the union, the Employer releases, without pay, an employee to occupy a permanent union job with the Canadian Union of Public Employees (CUPE), the Fédération des travailleurs et travailleuses du Quebec (FTQ) or an organisation with which it is affiliated.
  - a) This unpaid leave is for a minimum duration of one (1) month. Only one (1) employee may be released, without pay, per year of the agreement, under the present paragraph.
  - b) A written request must be made by the union to the personnel department at least thirty (30) days in advance, including the name of the employee, the nature and duration of the absence. The Employer undertakes to grant the unpaid leave requested.

- c) If the authorized unpaid leave is prolonged, a request must be made to the personnel department fifteen (15) days before the end of the envisioned leave.
- d) The employee retains his job and the Employer may assign a temporary employee to this job.
- 7.09 For any matter dealing with the application of the agreement, any member of the union may be accompanied by a union officer or delegate at the time of a summons or the meeting with a representative of the Employer.
- 7.10 The union furnishes to the Employer, within thirty (30) days of the signing of the agreement, the names of its officers, delegates, and members of the grievance and labour relations committees. It also communicates to the Employer any modification of this list within ten (10) days of the nomination or election of these members to different positions.

## ARTICLE 8 LABOUR RELATIONS COMMITTEE

- 8.01 The Employer and the union undertake to maintain a committee which will be called the Labour Relations Committee.
- 8.02 The said committee is composed of four (4) persons. Two (2) persons are designated by the Employer. Two (2) persons are designated by the union.
- 8.03 The employees who are members of the Labour Relations Committee participate, without loss of wages, in meetings of the said committee.
- 8.04 The mandate of the committee is to study and discuss any question (other than a grievance) related to production, operation and living conditions at work and to see to the application of the policy with regard to the education and training of the work force.
- 8.05 The committee meets once per month. If more frequent meetings are necessary, the parties undertake to meet as quickly as possible.
- 8.06 The parties will work to find appropriate solutions for the problems discussed by the committee. At each committee meeting, a transcript is drafted and signed by the parties before the adjournment of the meeting.

8.07 The recommendations of the committee are presented as quickly as possible to the Station Manager.

#### ARTICLE 9 DISCIPLINARY MEASURES

- 9.01 When an act done by an employee merits a disciplinary measure, the Employer takes, according to the modalities hereinafter formulated, one of the four (4) following measures:
  - a) verbal warning;
  - b) written warning;
  - c) suspension; or
  - d) dismissal.
- 9.02 Before imposing a measure envisioned in sub-paragraphs b), c) or d) of paragraph 9.01 or any other equivalent administrative measure, the Employer gives to the employee a written notice of at least forty-eight (48) hours specifying the hour and place where he must present himself and indicates the reason and a brief description of the circumstances which gave rise to the summons as well as the fact that he has the right to be accompanied by a representative of the union. Copies of such notices are simultaneously transmitted to the union.
- 9.03 Any disciplinary measure is removed from the personal file of an employee and may not be invoked against him after eighteen (18) months from its date in the case of a suspension or twelve (12) months from its date in the case of a written warning, except where within those time periods, the employee has received a further suspension or written warning.
- 9.04 In the case of disciplinary measures, the onus of proof falls upon the Employer.
- 9.05 Any suspension, dismissal or equivalent administrative measure must be the object of a writing addressed to the employee envisioned within fifteen (15) days of the knowledge of the alleged fault, mentioning the reasons and facts which apply. Copy of such notice is transmitted to the union or remitted to a member of the union executive in the twenty-four (24) hours which follow.
- 9.06 Only those disciplinary warnings where the employee and the union have been informed in writing, in conformity with the present Article, may be placed in proof during an arbitration and may appear in the file of an employee.

- 9.07 Any employee for whom a disciplinary measure is intended may submit his case to the grievance procedure and then, if necessary, to arbitration.
- 9.08 A suspension does not interrupt the service of an employee. During his absence, the employee and the Employer maintain their contributions to the different plans envisioned in Article 22 of the agreement.
- 9.09 In the case of dismissal, if there is a contestation via the procedure for the settlement of grievances, the employee and Employer maintain their contributions to the different plans envisioned in Article 22 of the agreement until an agreement is reached between the parties or an arbitral decision is rendered.

#### ARTICLE 10 PROCEDURE FOR THE SETTLEMENT OF GRIEVANCES

- 10.01 It is the firm desire of the Employer and the union to resolve all grievances within a maximum of twelve (12) months following their filing.
- 10.02 When a grievance arises concerning the application, violation or interpretation of the agreement, the employee who wishes to file a grievance must, through the intermediary of the union, in the fifteen (15) days from the event which gave rise to the grievance or in the fifteen (15) days from the knowledge that he has of that event, accompanied by a member of the Union Grievance Committee, submit it in writing to his immediate superior.

With regard to a grievance concerning the application, violation or interpretation of the agreement, the union may file a grievance for and in place of the employee, within the same time period.

- 10.03 The immediate superior communicates the response of the Employer, in writing, to the employee concerned and the union, within seven (7) days of the submission of the grievance.
- 10.04 When a collective grievance arises, that is to say a grievance of the same nature regarding more than one employee, the grievance is submitted in writing by the union within thirty (30) days of the event which gave rise to the grievance. The said grievance is submitted to the Station Manager or to the person responsible for labour relations.

When a grievance arises concerning the interpretation or application of the agreement, between the Employer and the union, the grievance is submitted, in writing, to the Station Manager or the person responsible for labour relations, or to the president of the union, whichever is the case, within thirty (30) days of the event giving rise to the grievance.

The party who receives the grievance communicates its response, in writing, to the other party within ten (10) days of the reception of the grievance.

- 10.05 In a case where the employee who wishes to formulate a grievance is assigned outside the studio, station or his/her normal outof-town location (as the case may be) at the moment when the event giving rise to the grievance occurs, the delay for formulating such a grievance begins to run from the date of the return of the employee.
- 10.06 If the response envisioned in paragraph 10.03 or the response to any other grievance is not satisfactory or is not given within the delays, the grievance will be discussed at the next meeting of the Labour Relations Committee.
- 10.07 The Employer shall have twenty-one (21) days after the grievance meeting to respond in writing to the Union. The Union shall decide within six (6) months of the Employer's response to the grievance whether to proceed to arbitration.
- 10.08 A summary of the meeting is drafted immediately and is signed by the representatives of the parties.
- 10.09 The selection and appointment of the arbitrator shall be by mutual agreement of both parties. In cases where an agreement cannot be reached, the selection and appointment of the arbitrator she be made in sequential order from the following list by order of date of filing of each grievance:
  - 1) Claude H. Foisy
  - 2) François Hamelin
  - 3) Diane Sabourin
  - 4) Lyse Tousignant

By agreement between the parties, the same arbitrator may be seized simultaneously of several grievances when there exists an interest that these grievances be heard together.

10.10 The arbitrator may not change, modify or alter the terms of the agreement, nor may he add anything whatsoever to it.

- 10.11 The arbitrator seized of a grievance contesting a disciplinary measure or an administrative measure may:
  - restore the employee concerned in all his rights, with full compensation;
  - b) maintain the disciplinary or administrative measure;
  - c) render any other decision that is just and equitable in the circumstances;
  - d) order the Employer to pay interest at the current rate on any sum that the Employer must reimburse to the employee from the date when each payment should have been made.
- 10.12 Each of the parties defrays in equal parts the expenses and fees of the arbitrator.
- 10.13 A technical error in the written formulation of a grievance does not result in the annulment of that grievance and may be corrected at any time before it is taken under advisement.
- 10.14 The delays envisioned in the present Article are mandatory but may be extended by a common agreement established in writing and signed by both parties.
- 10.15 The Employer and the union are in agreement to grant priority to grievances concerning dismissal, suspension or disciplinary warning, or any other equivalent administrative measure.
- 10.16 Nothing in the present Article has as its effect to prevent an employee from discussing any problem with his immediate superior and the same applies with regard to the union with the Employer.
- 10.17 The arbitral award must be rendered within sixty (60) days of the last session of the hearing. The decision of the arbitrator is final and binds the Employer, the union and the employee or employees concerned. This decision must be executed within the delays indicated in the decision of the arbitrator. Should the decision of the arbitrator be rendered outside the delays fixed in the present paragraph, the parties conform to the decision, despite the absence of jurisdiction of the said arbitrator.
- 10.18 Before bringing a grievance to arbitration according to the aboveoutlined procedure, the parties undertake to discuss the possibility of resorting to the mediation of the grievance. The mediator cannot impose a decision on one or another of the parties.

#### ARTICLE 11 SENIORITY

11.01 The right of seniority is recognized for the regular employee, from the first day of his last hiring date.

The regular employee loses his seniority in the following instances:

- a) resignation;
- b) dismissal for just cause;
- c) taking of retirement;
- d) absence without reason of more than three (3) consecutive days;
- e) lay-off exceeding twelve (12) months;
- f) if he fails to return to work, at his regular position, in the ten (10) days following the reception of a notice of recall sent by registered mail to his last known address, with a copy to the union;
- g) after twelve (12) months of an appointment to a job outside the bargaining unit.
- 11.02 The regular employee retains and accumulates his seniority in the following cases:
  - a) in the case of absence from work following illness or accident for a period not exceeding thirty-six (36) months;
  - b) in the case of absence from work by reason of maternity or parental leave, in conformity with Article 24;
  - c) in the case of absence from work for union activities for a period not exceeding two (2) years;
  - d) in the case of unpaid leave.
- 11.03 If he so desires or if the Employer does not judge his performance satisfactory, the employee appointed outside the bargaining unit is reintegrated within the unit during the twelve (12) months following his nomination, with seniority acquired since his hiring and all rights and privileges accumulated from the moment of his nomination.

- 11.04 The Employer provides, within sixty (60) days following the signature of the agreement, a list indicating the seniority of each employee, and this list is updated every six (6) months, and a copy of this list must be remitted to the president of the union.
- 11.05 The Employer lists all employees by order of seniority and makes such list available to all employees upon their request.

### ARTICLE 12 CLASS AND JOBS

- 12.01 For the purposes of the salary schedule as in Schedule 1 hereto the following shall apply:
  - CLASS 1 \* Administrative Coordinator
  - CLASS 2 \* Associate Producer News
  - CLASS 3 \* Weather reporter
    - \* Reporter
      - \* Video Journalist
      - \* Post Production Editor
      - \* Online Web Producer
  - CLASS 4 \* Reporter/Anchor
    - \* ENG Digital Technician
    - \* Microwave Engineer
    - \* Photojournalist
    - \* Line up Editor
  - CLASS 5 \* Supervisor ENG Digital Technician
    - \* Assignment Editor
      - \* Technical/Producer
      - \* Senior Promotions Producer
    - \* Automated Control Room Director
  - CLASS 6 \* Senior Producer News

#### ARTICLE 13 CLASSIFICATION PLAN MECHANISM

13.01 Job summaries outlining the primary tasks of the respective jobs are as set forth in Schedule 4 hereto. The job summaries are not intended to outline all the tasks inherent in the job. No employee has a proprietary right to perform certain tasks, nor a right to refuse to perform an assigned task.

13.02 When a new job is created or when an existing job is substantially modified, the Employer enumerates the duties, and using the job evaluation plan, determines the appropriate salary group to which the job is assigned jointly with the union.

The Job Evaluation Plan and Questionnaire created jointly by the Employer and the Union are considered to be part of the Collective Agreement.

The Employer puts in place the posting procedure envisioned in Article 19. If there is disagreement between the parties as to the appropriate salary group, the posting makes reference to the disagreement.

The Employer and the Union will establish a joint committee and use the Job Evaluation Plan created jointly by Global Montreal and CUPE Local 4502.

- 13.03 In the case where an employee establishes:
  - a) that the primary tasks required of the job no longer reflects the tasks contemplated by the job summary.
  - b) that the task he occupies is substantially modified by the Employer;

he may submit the case to the union, in writing, with a copy to the Employer.

- 13.04 When the union is seized of a case, a member of the union may, upon request, be released, with pay, to verify the primary tasks of the job, on the work premises, with the employee or employees and the representatives of the Employer concerned.
- 13.05 If there is no agreement between the union and the Employer on a case envisioned in paragraphs 13.02 or 13.03, a party may submit the case to the job evaluation committee for their analysis. If there is still no agreement arbitration in conformity with the procedure envisioned in Article 10.
- 13.06 The employee concerned may attend this arbitration without loss of pay.
- 13.07 The powers of the arbitrator are limited to the points at issue which are submitted before him and to the proof presented based on what has been submitted to him relative to Article 13.02 and 13.03. The arbitrator has power to determine the salary group to

which any job, affected by Article 13.02 and 13.03, is to be assigned. The arbitrator however may not create a new salary group, and in determining the appropriate group for the job in question shall apply the concept of equal pay for work of relatively equal value as between the job in question and other jobs set forth in Article 12.

- 13.08 The decision of the arbitrator is final and binds the parties. His expenses and fees are divided in equal parts.
- 13.09 Any re-adjustment, including wages, resulting from an agreement or an arbitral decision, has an effect retroactive to the date of submission of the case before the Employer, envisioned in paragraph 13.03 or as of the date of posting, envisioned in paragraph 13.02.
- 13.10 Upon reclassification to a more remunerative salary class, the employee is integrated in the same fashion as he would be for a promotion.
- 13.11 Upon reclassification to a salary class of equal remuneration level, the wage rate of the transferred employee remains unchanged.
- 13.12 Upon reclassification to a salary class of less remunerative, the employee is integrated in his new salary group and retains his wage rate and continues to benefit from the statutory increases envisioned in the agreement.

#### **ARTICLE 14 TEMPORARY ASSIGNMENT**

- 14.01 The Employer will provide growth and development opportunities for its employees and will consider requests for temporary assignments.
- 14.02 In the case of temporary assignment, the Employer considers he who has indicated his interest in this job, to the extent that he is qualified and capable of fulfilling it in a satisfactory manner.
- 14.03 The employee temporarily assigned to a job belonging to a less remunerative level retains the rate of the more remunerative salary class.
- 14.04 Should an employee be temporarily assigned by his/her appropriate Management Supervisor to perform work in a higher salary group than the salary group to which he/she is permanently assigned, he/she shall be paid an additional amount as follows per tour of duty:

Upgrade by 1 class:	\$17.50
Upgrade by 2 class:	\$25.00
Upgrade by 3 or more classes:	\$30.00

At the time of the temporary assignment the employee shall be advised that he/she is so assigned and that Article 14.04 herein applies. Such temporary assignment shall be noted on the employee's daily time sheet.

- 14.05 The Employer may not temporarily assign an employee to a job which has become vacant because of the departure of its holder or by the abolition of the job for more than a maximum continuous period of three (3) months, unless it is to replace another employee who is away on authorized leave. The fore-mentioned time period may be extended by mutual agreement between the Employer and the union. Such mutual agreement shall not be unreasonably withheld.
- 14.06 In the event that an employee is invited to participate as a talent on a program, to be performed not in conjunction with his normal duties, he receives for his participation the following remuneration.

In front of camera		Off Camera	
01 to 15m.	\$92.00	01 to 15m.	\$69.00
16 to 30m.	\$179.00	16 to 30m.	\$99.00
31 to 45m.	\$197.00	31 to 45m.	\$ 120.00
46 to 60m.	\$226.00	46 to 60m.	\$ 137.00
61 to 90m.	\$251.00	61 to 90m.	\$150.00

Quarter of hour extra: paid pro rata, by talent fee.

The periods of work for which an employee receives a talent fee do not form part of his regular work schedule. They are considered as special assignments of work for which he receives special remuneration as provided in Article 14.06.

14.07 In the event that an employee is required by the Employer to participate in a promotional event outside of his regular working hours, he will be compensated as per article 37 of the collective agreement.

## ARTICLE 15 TECHNOLOGICAL CHANGE

15.01 The provisions of this Article 15 are intended to assist employees affected by a technological change as herein defined, to adjust to the effects of such change.

In this section "technological change" means:

- a) The introduction by the Employer into its work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by it 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.
- 15.02 The procedure for dealing with technological change that is likely to affect the terms, conditions and tenure of employment of a significant number of employees is as follows:
- 15.03 The Employer will notify the union of such a technological change at least one hundred and twenty (120) days prior to the date on which such change is to be effected. Such notice shall be in writing and shall state:
  - a) The nature of the technological change;
  - b) The date upon which the Employer plans to effect the change;
  - c) The approximate number and type of employees likely to be affected by the technological change;
  - d) The effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected.
- 15.04 Upon receipt of a request by the Union, the parties shall arrange a meeting or meetings for the purpose of conducting discussions.
- 15.05 An employee who is displaced through technological change may:
  - a) Seek to invoke any seniority job rights he/she holds pursuant to the agreement; or
  - Avail himself/herself of any training program offered by the Employer which provides re-training for employees so affected; or
  - c) Accept severance pay as provided in Article 18 of this agreement. An employee may elect to receive his severance pay by the continuance of his regular salary for the number of weeks

envisioned by Article 18.06 or the employee may elect to receive his severance pay on the basis of a lump sum payment.

- 15.06 Where an employee has been displaced through technological change and where there is a reasonable expectation that the employee would be able to perform satisfactorily in another job after a reasonable training period, the Employer will provide reasonable re-training.
- 15.07 The severance payment as in Article 15.05 c) shall be deemed to include any severance payment required pursuant to any statute. When an employee has received the whole of his severance pay, he shall no longer hold seniority or employment rights.
- 15.08 Notwithstanding that a "technological change" may not cause the procedure set forth in Article 15.03 to become operative, where the Employer introduces, replaces, and/or modifies equipment which results in the lay-off of an employee, Article 15.05 and 15.06 only shall apply to the affected employee. The Employer shall nonetheless give as much notice in advance of the lay-off to the Union and to the affected employee as is reasonably possible.
- 15.09 In recognition of the above, Sections 52, 54 and 55 of the Canada Labour Code shall not apply, except where a technological change causes the lay-off of twelve and one-half (12 1/2%) percent or more of the bargaining unit employees.
- 15.10 An employee affected by the technological change shall be given notice pursuant to Article 15.03.

In the event the foregoing provisions or any other provision of the collective agreement provides an obstacle to the parties in the creation of reasonable solutions to the work place and/or work related issues affecting employees, the Employer and the Union by mutual agreement in writing may implement any reasonable solution, notwithstanding the foregoing or any other provision of the collective agreement.

### ARTICLE 16 PROVISIONS REGARDING REGULAR PART-TIME EMPLOYEES

The parties agree to recognize the principle that the Employer may hire part-time employees as defined in clause 2.12 (b) of the collective agreement. The Employer will not use part-time employees for the express purpose of eliminating or replacing existing full-time employees or to avoid the recall of employees from lay-off. The part-time employees are covered by the collective agreement and enjoy all the advantages envisioned in the agreement, prorated over the hours worked, under reserve of the following provisions:

16.01 The seniority of a part-time employee is equal to the number of hours worked for the Employer.

For purposes of converting the hours of seniority into years, one thousand nine hundred fifty (1950) hours equals one (1) year.

The part-time employee may not use his seniority against a regular full-time employee in cases of a lay-off.

16.02 The holidays envisioned in the present collective agreement are remunerated if they fall on a day where the employee would normally have worked.

Should the employee not be able to benefit from twelve (12) days prorated over his paid hours for the year ending December 31, the Employer will pay him the difference, in money, during the second pay period in January.

- 16.03 Taking into account his years of service, the part-time employee accumulates vacation credits in the same fashion as does a full-time employee, but these credits are established pro rata in relation to the work week of the part-time employee.
- 16.04 In all cases of special leave, the part-time employees may benefit only when such leave coincides with the days where they would have been at work.
- 16.05 Concerning clause 24.13, the part-time employee will only benefit from a prorated work week.
- 16.06 The part-time employee has the right to annual sick credits established in hours. The accumulated hours are calculated by dividing the number of hours envisioned in the normal work week by five (5) at the end of each month. Where the employee works more hours than originally envisioned, the Employer will at June and December of each year adjust the sick leave credits to reflect the additional regular hours worked.

A part-time employee on sick leave will receive sick leave pay based upon the number of hours he was scheduled to work on the day he became sick, provided the employee has a sufficient number of sick leave credits. If a part-time employee becomes ill and their sick leave records, at that time, indicate no remaining sick days, a calculation of sickleave credits earned from the last date of calculation of either June or December will be made to determine if the employee has sick leave credits.

Part-time employees are not covered by the different group insurance plans except according to the modalities which are envisioned in such plans.

16.07 The part-time employee who performs work beyond seven and one-half (7.5) hours in a day or beyond thirty-seven and one-half (37.5) hours in a week will be remunerated at an overtime rate.

The part-time employee who has performed work on seven (7) consecutive days in a week, shall be remunerated at an overtime rate for all hours worked on the seventh day which shall for calculation purposes be deemed the longest day worked during the work week, regardless of whether the employee has performed thirty-seven and one-half (37.5) hours during the week.

16.08 The passage from one level to another on the wage scale is calculated as a function of hours worked in relation to those of a full-time employee.

## ARTICLE 17 PROVISIONS REGARDING TEMPORARY EMPLOYEES

- 17.01 "Temporary employee": means as defined in Article 2.11. For purposes of converting the hours of seniority into years, one thousand nine hundred fifty (1950) hours equals one (1) year.
- 17.02 The minimum period for which a temporary employee may be hired is four (4) hours. It is agreed that the Employer will ensure a fair distribution of work hours within this group of employees.
- 17.03 The temporary employee is governed by the provisions of the agreement except those regarding the indemnity paid to the regular employee who is laid-off as well as those regarding annual vacation, sick leave, group insurance and retirement plan. As compensation in this regard, the temporary employee receives eight percent (8%) of his gross wages (basic wage rate, including overtime).

The temporary employee hired for a period of at least one (1) year participates in the short-term insurance plan without conversion privileges upon departure.

- 17.04 The hiring of a temporary employee may not have as an effect the elimination, bumping or lay-off of a regular employee. It may also not prevent a vacant position from being filled, where there is sufficient on-going work to justify filling the position with a regular employee.
- 17.05 The temporary employee may apply for any vacant position posted in conformity with Article 19. If no candidature of a regular employee is retained, the position may be offered to a temporary qualified employee who has applied.
- 17.06 All time spent on service will count towards the temporary employee's probationary period of twenty-six (26) weeks of continuous service, like any new regular employee. However, if the temporary employee has occupied a position in a different job as that for which he has become a regular employee, three quarters of the time occupied in this job as a temporary employee are credited in his probationary period.
- 17.07 At the time of hiring of a temporary employee, the Employer informs the Union in writing within two (2) weeks from the date of hire.
- 17.08 The Employer remits to the Union, once every three (3) months, a distinct, alphabetical list of all temporary employees hired since the signing of the agreement and indicating the number of days worked since their hiring.
- 17.09 Before hiring a temporary employee to fill a position temporarily deprived of its holder, the Employer first favours the assignment of a regular employee who satisfies the requirements of the job, and who can be released from his normal duties in order to perform the temporary position.
- 17.10 Time at work required by the Employer on a paid holiday is first offered to regular employees of the job for which the time is required. Should no regular employee be available, the Employer may use a temporary employee.
- 17.11 The temporary employee who does not work a paid holiday has the right to remuneration established in the following manner:
  - a) if he has worked less than ten (10) days in the last twenty (20) work days, he receives 1/20 of his wages earned during these twenty (20) days;

- b) if he has worked at least ten (10) days in the last twenty (20) work days, he receives his normal daily wages.
- 17.12 The Employer grants, to the temporary employee who has worked full time for fifty-two (52) weeks, two (2) weeks of unpaid vacation at a time decided by agreement between the parties.

## ARTICLE 18 LAY-OFFS

- 18.01 The employer shall advise the Union and the employees concerned at least four (4) weeks in advance of the case of lay-off of employees with twelve (12) months or more seniority, and two (2) weeks in the case of employees who have completed their probationary period, and who have less than twelve (12) months of seniority. Copies of all notices will be sent to the Union.
- 18.02 When lay-offs of employees are to be made, the Employer shall determine the number of employees to be laid off and the jobs and functions affected at a specific location.
- 18.03 When employees are to be laid off, such lay-offs shall first be determined in inverse order of seniority from within the jobs affected. Where, in the Employer's opinion, the senior employee within the job classification affected is best qualified for the remaining job or jobs, the senior employee shall be retained. Where there's an abolition of regular jobs, the employer must first dispense with the temporary employees and the probationary employees in those jobs.
- 18.03.01 The employer shall act bona fide and in a non-discriminatory manner when establishing qualifications for the remaining job or jobs. These qualifications shall be clearly stated and shall be followed by the Employer when evaluating candidates as per Article 18.3. Candidates with more seniority than the retained employee will be provided with reasons in writing why the Company found them not to be the best qualified based on the stated qualifications for the job or jobs.

A candidate who disagrees with the Company's justification may avail himself to the grievance procedure as per article 10 of the collective agreement. The onus will be on the Company to prove that the most senior candidate was not the best qualified.

18.04 An employee about to be laid off and who is qualified to perform another job, may avail himself of his seniority and bump the employee who has less seniority in another job of his choice on the condition that he is qualified. Notwithstanding, employees many not exercise bumping rights to Anchor/Writer, Senior Anchor/ Host or Reporter / Anchor.

It is understood that regardless of seniority, no bargaining unit employee may be bumped by someone who holds a temporary position or who performs work outside of the scope of the accreditation.

- 18.05 When an employee who has two (2) or more years' of seniority is laid off, the Employer shall pay one hundred percent (100%) of all the premium costs of the employee's medical and group insurance benefits (except for long term disability coverage) as contained in Article 23 for a period of up to six (6) months. If an employee otherwise has such benefits during the said period, this provision shall not apply. The medical and group insurance benefits (except for long term disability) contemplated by this Article 18 are those benefits which the employee enjoyed at the time of lay-off.
- 18.06 An employee who has exercised their seniority and moved to another job classification at the time of layoff shall have the right to return to their former job should a full time vacancy occur within (12) months following their layoff.
- 18.07 An employee who exercises their seniority pursuant to Article 18.4 shall continue to receive the salary they had been receiving in the higher job classification and will be considered red circle for a maximum of a period of eighteen (18) months after which they will be assigned to the lower class in the year closest to but not greater than their current salary.
- 18.08 The recall to work is done by order of general seniority, provided that the employee is qualified to perform the job.
  - a) When an employee inscribed on the recall list is recalled to his original job, he is obliged to accept the recall unless there is a significant reason otherwise or if the Employer has not respected the twenty-four (24) hour notice.
  - b) When an employee inscribed on the recall list is recalled to another job for a period of five (5) days or more, he is obliged to accept the recall unless there is a significant reason otherwise or if the Employer has not respected the twenty-four (24) hour notice.

- c) When an employee inscribed on the recall list is recalled to another job for a period of less than five (5) days, the employee is not obliged to accept the recall.
- 18.09 The employee thus recalled and who agrees to occupy a job that is offered to him, is remunerated at the rate of the job to which he is recalled in conformity with Article 14, taking into account the job and the level that he occupied at the moment of his layoff.
- 18.10 Lay off indemnities

0 to 12 months	7
2 years	11
3 years	15
4 years	18
5 years	21
Over 5 years	2 ad
-	ofco

additional weeks of salary per additional year of seniority, up to 52 weeks.

- 18.11 The said indemnity is payable in installments at each pay period, each corresponding to the semi-monthly salary and for an amount corresponding to the number of weeks to his credit. The first of the said indemnities is payable on the first semi-monthly pay period following the lay-off of the regular employee and so forth, until the credits are exhausted.
- 18.12 If the regular employee is recalled to work before the exhaustion of his credits, the indemnity ceases immediately. If, following this recall, the regular employee returns to work and is subsequently laid-off again, he receives the balance of indemnities to his credit, as well as the additional indemnities corresponding to his last employment period.
- 18.13 The regular employee who is laid-off who decides to inscribe himself on the recall list remains inscribed thereon for a period not exceeding twelve (12) months from the dates of his/her last layoff. The regular employee whose name no longer appears on the recall list is inscribed on the list of temporary employees as a temporary employee.
- 18.14 The regular employee may, at his own choice, request the reception of the totality of indemnities to his credit in one single payment. In this case, the employee must tender his resignation.

18.15 Supplementary Unemployment Insurance Benefits Plan

The regular employee who is laid off temporarily who, following a request for benefits in virtue of the Unemployment Insurance Act, is admissible for such benefits, has the right to receive, during his temporary lay-off, an amount equivalent to twenty-five percent (25%) of the weekly unemployment insurance benefits that he receives, and this, during a number of weeks which is equivalent to the duration of his lay-off.

- a) The Employer will give to the employee, for a period of two (2) weeks, in such fashion so as to cover the waiting period in the sense of the unemployment insurance plan, an indemnity equal to eighty-two percent (82%) (57% + 25%) of his base salary.
- b) The total of the amounts received by the employee in unemployment insurance benefits, in supplementary unemployment insurance benefits and in other remuneration, may not exceed ninety-five percent (95%) of the regular weekly salary paid by the Employer.
- c) The indemnity given by virtue of paragraph a) is given solely as a supplement to unemployment insurance benefits for a temporary work shortage and for which the Unemployment Insurance Act makes no provision.
- d) The Employer finances the payments provided by the plan and keeps a distinct accounting for them.

Any balance of funds must, at the expiry of the plan, return to the Employer or serve as payment of supplementary benefits or as payment of administrative fees of the plan.

- e) Once approved by the Canadian Employment and Immigration Commission, this plan comes into force without retroactive effect for the duration of the collective agreement as envisioned in Article 47. Any change brought to the plan is submitted to the Canadian Employment and Immigration Commission via written notice within thirty (30) days following the date of coming into force of the change.
- f) The payments with regard to annual guaranteed remuneration, deferred remuneration and departure indemnities are not increased or diminished by the payments received by virtue of this plan.

#### 18.16 Additional Severance Provisions

The parties agree that in the event, a senior employee is laid off because they are not "best qualified", the Company agrees that such employee will be eligible to receive additional severance when they have forfeited further rights (ie. Bumping, seniority and recall) and accepted layoffs as follows:

One (1) week of severance for each year of service to a maximum of twelve (12) weeks.

This one-time lump sum severance as outlined above will be paid in addition to the existing severance provisions in Article 18.10.

During the term of the collective agreement, the Company will provide this additional severance for up to six (6) full time bargaining unit members.

#### **ARTICLE 19 POSTING - VACANT POSITIONS**

- 19.01 When there is a vacant position of a permanent nature, or the creation of a new job covered by the agreement, it is posted for seven (7) days and a copy of the notice of posting is transmitted immediately to the union.
- 19.02 If the Employer decides not to post the position, he so informs the union within thirty (30) days of the vacancy, indicating the reasons.
- 19.03 The indications which must appear on the posting are:
  - a) the title and description of the job;
  - b) the wage scale, class and group;
  - c) geographic location and department;
  - d) the period of posting;
  - e) the requirements of the job;
  - f) the posting number;
  - g) the initial work schedule;
  - h) the initial number of hours in the case of part-time positions.

#### **COLLECTIVE AGREEMENT • GLOBAL MONTRÉAL/CUPE 4502**

- 19.04 The employee who wishes to fill the vacant position must so inform his management supervisor in writing, with a copy to the Human Resource department. The Employer shall acknowledge in writing receipt of such written notice with a copy to the Union.
- 19.05 Any candidature submitted outside the envisioned delay may not be retained.
- 19.06 The vacant position is granted to the best qualified candidate who is a member of the bargaining unit. Where two (2) or more candidates are equally qualified, seniority shall prevail.

Candidates with more seniority than the retained employee will be provided with reasons in writing why the Company found them not to be the best qualified based on the qualifications for the job.

A candidate who disagrees with the Company's justifications may avail himself to the grievance procedure as per article 10 of the collective agreement. The onus will be on the Company to prove that the most senior candidate was not the best qualified.

If there is no applicant who meets the requirements of the job as specified on the job posting, the Employer may hire from any source.

- 19.07 In the seven (7) days from the end of the posting period, the Employer informs each candidate and the union, in writing, of the name of the chosen candidate. The candidate chosen receives the salary of his new job as soon as he occupies it or as soon as his replacement is himself assigned to his new job. The Employer posts the position which has been vacated by the promoted employee the same day (if it is to be filled) that this employee is advised of his promotion, failing which this employee receives immediately the salary of his new job.
- 19.08 The employee to whom the vacant position is granted may, in the thirty (30) days following his movement, return to his old job if he so desires or if the Employer does not judge his performance satisfactory. The Employer provides the employee any information necessary to familiarize himself with his new job.
- 19.09 When a vacant position is granted to an employee who has temporarily filled it during fifty (50) work days during the twelve (12) preceding months or for thirty (30) days of work immediately preceding the posting, the period envisioned in paragraph 19.08 is reduced to ten (10) work days.

- 19.10 No new employee may be hired so long as there are employees on lay-off retaining their right of recall and are qualified to fill the vacant position in a satisfactory manner.
- 19.11 Upon promotion, the employee receives the wage rate of his new class.
- 19.12 Upon transfer, the wage rate of the transferred employee remains unchanged.
- 19.13 Upon demotion, the employee receives the wage rate of his new class.

## ARTICLE 20 HEALTH AND SAFETY

- 20.01 The parties agree that it is in their reciprocal interest to apply, in their integrity, the pertinent provisions of the applicable laws to the extent that they are in force on the date of the signing of the agreement, as well as the other provisions of the said laws, at such time as they will come into force, as well as the modifications to the said laws adopted subsequently and which have as their object the amelioration of the health and security plan.
- 20.02 A committee is formed as per the Canada Labour Code requirements with members designated by the Employer and by the union. The committee meets once per month on a date agreed between the members of the committee. Its role is:
  - a) to inform and sensitize the employees and Employer concerning questions of health and safety at work;
  - b) to promote training in matters of health and safety;
  - c) to have performed outside expert analysis of situations that are potentially dangerous for health and safety;
  - d) to investigate the causes of accidents or injuries.
- 20.03 The Employer provides the necessary protective clothing and the safety devices to employees charged with executing jobs which require their use. The wearing of these clothes and devices is obligatory.
- 20.04 The employee may not be held responsible for the normal or accidental deterioration of protective clothing or safety devices provided by the Employer. Where the clothing provided by the

Employer becomes damaged or lost due to unusual circumstances the Employer may provide, at its expense, replacement clothing.

- 20.05 The Employer may not force an employee to climb a tower if he does not have the necessary aptitude to do so.
- 20.06 The Employer makes first-aid kits available to the employees in different places in its establishment. It also installs security lights and takes the necessary measures to assure the highest degree of comfort possible to its employees in case of electrical failure and snow storm.
- 20.07 Considering the inherent risks of work performed by transmitters, the Employer and the employees agree that a person will never find himself alone in such areas.

## **ARTICLE 21 WORK ACCIDENTS**

- 21.01 In the case of an accident or illness occurring on the premises, during the hours of work of an employee, the Employer undertakes to provide first-aid for him and to have him transported, without cost, either to the doctor or to the hospital, if necessary. This employee is paid for the balance of his regular hours of work the day of the accident or the day upon which he contacted the industrial illness, provided that the nature of the injuries or the illness be such that he is prevented from returning to work.
- 21.02 The employee who suffers a permanent partial incapacity following an industrial illness or work accident recognized as such by the CNESST, preventing him from occupying the position he previously occupied, is placed, without posting, in another position that is to be filled provided that his condition permits him to occupy that position and that he is able to fulfill the position in a satisfactory fashion.
- 21.03 The employee replaced in a position in conformity with paragraph 21.02 is remunerated in conformity with the provisions of paragraph 39.08 when the wage rate of his new job is inferior to that of his previous job.
- 21.04 The employee who is victim of an illness contacted or of an accident suffered by the fact or on the occasion of work is compensated by the Employer for the net difference between the amount paid by the CNESST and his regular salary.
- 21.05 This compensation is paid during a maximum period of six (6) months from the illness or accident.

- 21.06 Nonetheless, during the first four (4) weeks of incapacity, the Employer pays to the employee his regular salary and the employee undertakes to reimburse the Employer when the CNESST payment is made.
- 21.07 The Employer undertakes to defray all the costs of repairing or replacing glasses, prosthetic devices and clothes which are damaged or destroyed during a work accident recognized as such by the CNESST.
- 21.08 If he is capable, the employee must take his claim to the attention of the Employer, after the accident.
- 21.09 No later than thirty (30) days following confirmation by the CNESST, the Employer pays all the expenses envisioned in paragraph 21.07.

# ARTICLE 22 INSURANCE PLAN

- 22.01 The Employer undertakes to implement a group insurance plan effective within ten (10) days from the signing date of this agreement. The plan shall provide coverage as follows:
  - Life insurance
  - Accidental Death and Dismemberment Insurance (A.D. & D.)
  - Life (Dependents) optional
  - Health Plan
  - Dental Plan
  - Long Term Disability (LTD) Plan
  - Short Term Disability 66.7% of weekly earnings up to a maximum of \$1000 per week.
  - a) The Employer and employee will share equally (50%/50%) in the total premium costs of the coverage of the aforementioned.
  - b) The total premium costs however shall be assigned so that the premium costs respecting the LTD plan and the WI plan are payable by the employee, in the result the LTD plan and the WI plan are an employee-pay-all plan.
- 22.02 At least once per year the Labour Relations Committee will discuss any issues related to the insurance plan. Both the Union and Employer may call upon experts to accompany them at such meetings.

Any changes to the group insurance plan will be made in consultation between the Union and the Company. Amendments to such plans or change of the insurance provider during the term of this agreement must be agreed to by the Union.

## ARTICLE 23 SICK LEAVE

- 23.01 A regular employee accumulates, retroactive to his date of hiring, one (1) day of sick leave per month of service, until an amount of thirty (30) days has been accumulated.
- 23.02 One (1) month of service means one (1) calendar month during which the employee worked at least one (1) day. Vacation days are considered as days worked.

Upon return from a prolonged illness, the employee who used up his sick leave may, upon authorization of the Employer, absent himself from work without loss of salary for the necessary duration of his medical examinations or treatments.

In this event, the Employer may demand a medical certificate from the attending physician.

- 23.03 In the case of an apparent abuse, or in the case of absence for illness exceeding three (3) consecutive days, the Employer may demand a medical certificate.
- 23.04 Any employee wishing to benefit from sick leave has the right to receive his full salary only during the period corresponding to the number of days of sick leave accumulated to his credit, at the time of his absence.
- 23.05 The Employer, at its discretion and its cost, may have an employee on sick leave examined by a physician of its choice.
- 23.06 A sick employee is required to notify the Employer as early as possible, whatever the duration of the illness.
- 23.07 The number of days of sick leave accumulated to the credit of an employee on the date of the signing of the agreement is not reduced by the Employer.
- 23.08 When an employee is eligible for benefits of the salary insurance plan, the Employer, upon request, pays the indemnity envisioned in the salary insurance plan for all pay periods that the employee was absent, on the condition that the employee has provided the

appropriate form within ten (10) working days following his eligibility.

- 23.09 The employee reimburses the Employer the sums that the Employer paid to him by virtue of paragraph 23.08 once payment is made by the insurer.
- 23.10 Where an employee has worked more than five (5) hours of his assigned shift and he becomes ill, the Employer shall grant leave with pay and without deductions to his sick leave credits.

## ARTICLE 24 MATERNITY LEAVE

- 24.01 Subject to the provisions of the Canada Labour Code for Maternity/Parental Leave, the Employer grants to any regular employee, at the time of her pregnancy and her delivery, a maternity/parental leave to a maximum duration of fifty-two (52) weeks which under reserve of paragraph 24.11 must be consecutive. In any event, the employee must make such request at least four (4) weeks prior to the start of her leave and such request must be supported by a certificate from her attending physician attesting to her condition and the probable date of delivery.
- 24.02 The delay in presenting the notice envisioned in paragraph 24.01 may be less if a medical certificate attests that the employee must leave her employment earlier than envisioned. In unforeseen cases, the employee is exempted from the notice formality, under reserve of the production to the Employer of a medical certificate attesting that she must leave her employment without delay.
- 24.03 The employee who delivers a stillborn child after the start of the twentieth week prior to the envisioned delivery date, also has the right to maternity leave for a maximum period of ten (10) weeks after delivery.
- 24.04 The distribution of maternity leave, before and after delivery, is the prerogative of the employee and includes the delivery day.
- 24.05 The pregnant employee may undergo medical examinations without loss of salary.
- 24.06 The Employer must inform all personnel when there is declared a case of infectious disease which may endanger a pregnant employee or the fetus, according to the warning of a physician of the employee and a physician of the Employer. In any such case, the pregnant employee has the right to unpaid leave in addition to that envisioned in paragraphs 24.01 to 24.05, as long as the dan-

ger exists, according to the warning of the physician of the employee and the physician of the Employer.

- 24.07 The pregnant employee who provides the Employer with a medical certificate attesting that the conditions of her work involve physical danger for the child to be born or, because of her condition of pregnancy, for herself, may ask to be assigned to tasks that do not include such dangers and that she is reasonably able to accomplish.
- 24.08 The employee who provides the Employer with a certificate attesting that the conditions of her work involve dangers for the child that she is nursing, may ask to be transferred to tasks that do not involve such dangers and that she is reasonably able to accomplish.
- 24.09 If the requested assignment is not made immediately, the employee may stop working until the assignment is made, until the date of her delivery or until the end of her nursing period, whichever the case.
- 24.10 The employee thus assigned to another job retains the right and advantages attached to her regular position.
- 24.11 The employee who delivers prematurely and where the child is consequently hospitalized has the right to a discontinuous maternity leave. She may return to work before the end of her maternity leave and complete it when the condition of the child no longer demands special care.
- 24.12 Subject to Article 24.13 the employee benefits from all the rights and advantages which are attached to her employment. As well, she benefits during the whole of her maternity/parental leave from the group insurance plans, on the condition that she pays her portion of the contribution by way of post-dated cheques given to the Human resource Department prior to her departure for maternity/parental leave.
- 24.13 The employee who, following a request for benefits in virtue of the Quebec Parental Insurance Plan (QPIP), is declared admissible for such benefits, has the right to receive, during her maternity/parental leave:
  - a) While she receives QPIP benefits, and this for a maximum period of twenty (20) weeks she shall receive, a complementary indemnity equal to the difference between ninety-five percent (95%) of her regular salary and the QPIP benefit that she receives.

The total amount received by the employee in QPIP, supplementary employment insurance benefits and other remuneration, may not, however, exceed ninety-five percent (95%) of the regular salary paid by the Employer.

The maternity/parental leave indemnities are paid only as a supplement to QPIP benefits or as a payment during a period of employment caused by a maternity/parental leave and for which the QPIP plan makes no provision.

- 24.14 In the event the employee does not have an entitlement to the indemnity provisions set forth in Article 24.13 in regards to the last three (3) weeks of her maternity, she shall receive one hundred percent (100%) of her regular salary for the last three (3) weeks of her maternity leave.
- 24.15 Upon her return from maternity leave, the employee remits to the person responsible for labour relations a certificate from her attending physician attesting that she is sufficiently recovered. She is thus reintegrated in her previous position with all rights and advantages attaching thereto. In the event that the position has been abolished, the employee has the right to advantages from which she would have benefited if she had been at work.
- 24.16 Following her maternity leave, the employee has the right, upon request, to a maximum unpaid leave of one (1) year; the employee who wants to return to work before the expiry of her leave notifies the Employer thirty (30) days before her return. The employee's return to work date must take into account operational and production needs.
- 24.17 The employee who does not present herself at work upon the expiry of the leave determined in paragraph 24.02, is reputed to have voluntarily left her employment, under reserve of the production of a medical certificate attesting that she could not resume the work.
- 24.18 An employee may avail himself of a parental leave according to the provisions of the Canada Labour Code and the Canada Unemployment Insurance Act.

This parental leave permits the employee to temporarily leave his position and gives him the right, after the leave, to resume the position he held. In the event that his position has been abolished, the employee benefits from the right of bumping which he would have benefited from if he had been at work. For the duration of the parental leave, the employee is reputed to have been at work.

## ARTICLE 25 SPECIAL PAID LEAVE

- 25.01 In the case of the death of his spouse or his child, an employee has the right to seven (7) days of leave, without loss of salary. However, the employee is free to add to this period the accumulated days of vacation or an unpaid leave of a duration not exceeding fifteen (15) work days.
- 25.02 In the case of the death of his father or his mother, an employee has the right to five (5) days of leave, without loss of salary.
- 25.03 In the case of the death of the father or the mother of his spouse, his brother, his sister, his brother-in-law or his sister-in-law, an employee has the right to three (3) days of leave, without loss of salary.
- 25.04 In the case of the death of his grandfather or his grandmother, or the grandfather or grandmother of his spouse, an employee may absent himself from work, without loss of salary, on the day of the funeral, if he attends the funeral.
- 25.05 The days of leave envisioned in paragraphs 25.01 to 25.03 are granted without loss of salary on the following conditions:
  - a) That the days are consecutive; and
  - b) That the first day of leave be that of the death or the day after the death, whether the day be workable or not.

Otherwise, the only paid days during the leave are those where the employee would normally have worked, had there been no death.

However, upon the death of a father, mother, spouse, child of an employee during the period of annual vacation, the days of leave envisioned in paragraphs 25.01 and 25.02 are carried over.

- 25.06 An employee has the right to three (3) consecutive days of unpaid leave on the occasion of his marriage, on the condition that he makes a request at least two (2) weeks in advance.
- 25.07 In the case of the marriage of his brother, sister, brother-in-law or sister-in-law, an employee may have that one (1) day of his weekly leave changed to coincide with the day of the marriage, provided that he makes a request, in writing, at least fifteen (15) days in advance.

- 25.08 In the case of the marriage of his father, mother, son or daughter, an employee may absent himself from work, without loss of salary, if the day of the wedding is a day of work, provided that he makes a request, in writing, at least fifteen (15) days in advance.
- 25.09 In the case of the birth of his child, an employee may absent himself from work for two (2) work days from the day of the birth or the day of the departure of his spouse from the hospital; these days may be taken in whole or in part, at the choice of the employee for each occasion.
- 25.10 The regular employee who legally adopts a child has the right to a leave of five (5) work days without loss of salary at the moment of the adoption, provided that he makes a request, in writing, at least fifteen (15) days in advance.
- 25.11 One (1) day per year, an employee may absent himself from work on his moving day, for reasons of moving his principal dwelling.
- 25.12 To benefit from absences envisioned in the present Article, the employee must provide, upon the request of the Employer, proof or attestation of the facts. In all instances, the employee must notify the Employer before his departure. However, by mutual agreement between the Employer and the employee, the employee may add to this period, vacation days, accumulated time in bank or an unpaid leave of a duration not exceeding ten (10) working days.
- 25.13 The employee summoned as juror receives the difference between his base salary and the indemnity which is paid to him.

Employees called to serve on juries, or to obey a crown subpoena shall receive their regular salaries during such periods, less the amount they receive in payment for such duty, provided the employee returns to work if he/she is released from jury duty prior to the commencement of the second half of his/her tour of duty.

An employee serving on a jury or obeying a subpoena will not be assigned to work on evenings or weekends during such service.

### **ARTICLE 26 ANNUAL VACATION**

- 26.01 The Employer grants annual vacation to the employee as a function of the seniority that the employee has accumulated on December 31 of each year.
- a) The employee who has less than one (1) year of service accumulates one and one-quarter days of vacation per month of service. The employee who, on December 31 of the current year, has completed one (1) year of continuous service, has the right to three (3) weeks of vacation; he who, as of the same date, has completed seven (7) years of continuous service, has the right to four (4) weeks of vacation; he who, as of the same date, has completed fourteen (14) years of continuous service, has the right to four (4) weeks of vacation and a special additional indemnity equal to one (1) week of salary.
  - b) In any event, the employee having the right to a special additional indemnity may convert this into accumulated time in bank, under reserve of paragraph 27.02.
- 26.03 The vacation indemnity is equal to two percent (2%) per week of the income realized (i.e., all taxable revenue) by the employee on May 1 of the year preceding April 30 of the current year. However, the vacation indemnity cannot ever be less than the equivalent of the regular base rate for each week of vacation, except in the cases envisioned in sub-paragraph g) of paragraph 11.01 and in sub-paragraph c) and d) of paragraph 11.02.

In any event, no indemnity is paid in the cases envisioned in subparagraph a) of paragraph 11.02 when such absences exceed twelve (12) consecutive months.

- 26.04 a) The vacation period extends from January 1 to December 31.
  - b) Upon the last pay period of May, the Employer pays to the regular employee the excess between the vacation indemnity calculated in conformity with paragraph 26.03 and his regular salary multiplied by the number of weeks of vacation to which he is entitled. This amount is paid separately from the normal pay.
  - c) However, upon the last pay period of May, the Employer pays to the regular employee inscribed on the recall list, a vacation indemnity calculated in the following fashion: In conformity with paragraph 26.02, the employee receives, for each day of vacation to which he is entitled, 0.4% of the income realized

(i.e., all taxable revenue) from May 1 of the preceding year to April 30 of the current year.

- d) Before April 1, the regular employee inscribed on the recall list may inform the Employer, in writing, of his decision to add to his recall list the balance of the vacation indemnity which would normally be paid to him. The conversion of this amount is done in the following fashion: The vacation indemnity is divided by the daily salary to establish the number of days which will be credited. If the balance includes a fraction, the Employer pays to the employee, upon the last pay period of May, the amount corresponding to this fraction.
- 26.05 If a paid holiday envisioned in the agreement coincides with the annual vacation period of an employee, this holiday is added to his vacation period or postponed until a later date, by agreement.
- 26.06 Under reserve of paragraph 26.07, any eligible employee may take up to three (3) consecutive weeks of vacation between June 1 and September 15. These weeks of vacation may be taken in two (2) periods separated by at least two (2) weeks. However, according to the term of the period of fixing the choice of vacation, the employee wishing to take more than two (2) weeks of vacation may do so insofar as this does not have as its effect the bumping of the vacations of other employees which have already been planned. Where it is reasonably possible to do so, the employee may be permitted to take up to four (4) weeks of vacation during the aforementioned period.
- 26.07 a) No later than March 15, the Employer posts a list indicating the number of employees per job who may take their vacation for each week between May 1 and April 30 of the following year.
  - b) Before April 7 of each year, the employee must make known to the Employer his preference for the date of his annual vacation.
  - c) After April 7 of each year, the employee who has not made known to the Employer his preference must so notify the Employer, in writing, at least four (4) weeks before the date envisioned for his vacation.
  - d) All vacation must be scheduled before any accumulated time in bank may be scheduled or taken.

- e) In no case may unplanned vacations modify the order of departure of already-authorized vacations. The order of departure of vacations may not be modified, except by common agreement.
- 26.08 a) For the period from June 1 to September 15, the Employer must authorize a minimum of at least two (2) employees at a time and per job; in the case of jobs where there are three (3) employees or less, the Employer must authorize a minimum of one (1) employee at a time and per job.
  - b) For the periods from May 1 to May 31, and from September 16 to April 30, the Employer must authorize a minimum of at least one (1) employee at a time and per job.
  - c) The order of departure is established as a function of the requests of employees taking into account:
    - i) The general seniority of the employee within the job;
    - ii) The choice expressed by the employee.
- 26.09 Where an employee desires to take any unscheduled vacation, which has not been scheduled as required by this Article, the employee must notify the Employer in writing of his desire, and receive approval therefore at least four (4) weeks before the date envisioned for the vacation, and such vacation may only be for five (5) consecutive working days or more. Such approval shall not be unreasonably withheld. The Employer shall notify the employee of its decision no later than two (2) weeks following receipt of the request.
- 26.10 The order of departure of annual vacation is posted no later than April 30 of each year.
- 26.11 The employee receives, on the pay day preceding his departure on vacation, the remuneration to which he is entitled for the vacation period that he takes.
- 26.12 a) The employee who is ill or victim of an accident before his departure on vacation may carry over his vacation to a later date, if he notifies the Employer of his desire to do so at the start of his illness or after his accident.
  - b) The employee who is seriously ill or victim of a serious accident during his vacation may carry over a part of that vacation on the condition that he provides a medical certificate and noti-

fies the Employer of his decision at the start of his illness or after his accident. In such an eventuality, the period of bumping of vacations will be the same as the period foreseen in the medical certificate.

- 26.13 The Employer may not require that an employee return to work before the end of his vacation.
- 26.14 Where an employee has confirmed scheduled days off immediately prior to the start of his vacation or scheduled days off immediately following his vacation, the employee's schedule can only be changed by mutual consent.
- 26.15 In case of cessation of employment, the employee has the right to the vacation indemnity accumulated, and which shall be paid no later than five (5) business days from the date of his departure.
- 26.16 The vacation indemnity accumulated by a deceased employee is paid to his legal heirs.
- 26.17 The employee who is to be married has priority for the choice of his vacation, on the condition that he invokes this right at the moment that he communicates his choice to the Employer.
- 26.18 If, after agreement with the Employer, the employee takes his anticipated vacation, he is paid at his regular wage rate at the moment of the taking of vacation and there is adjustment following paragraph 26.03 before May 31, if applicable.

### ARTICLE 27 TAKING OF ACCUMULATED TIME IN BANK

- 27.01 Time in bank is accumulated either through overtime, through work performed on a day envisioned as a paid holiday by virtue of the agreement, through postponement of sick leave or by special additional indemnity envisioned in paragraph 26.02.
- 27.02 No employee may accumulate or take a total of more than twenty (20) days of accumulated time in bank in the course of a twelve (12) month period which extends from January 1 to December 31.
- 27.03 a) No later than April 15<sup>th</sup>, the Employer posts a list indicating the amount of time in bank accumulated by each employee to that date.
  - b) Each employee who has accumulated time in bank shall advise the Employer by April 30<sup>th</sup> as to his/her preference for the date(s) for taking his/her accumulated time in bank. The Em-

ployer shall notify the employee of their approved leave (time in bank) by no later than May 31<sup>st</sup>.

- c) To the extent that the employee's preference can be reasonably accommodated by the Employer, the employee's preference will be accommodated taking into account the seniority of the employee within his job. The order of departure of accumulated leaves may not be modified except by common agreement.
- 27.04 The employee who wishes to be paid in whole or in part for the days of time in bank accumulated for the current year, must so advise the Employer in writing, before April 30. Failure to present such notice will result in the days of accumulated time in bank being carried over to the next subsequent year.

Subject to Article 27.02 there shall be no carry-over beyond the aforementioned next subsequent year. The employee will be paid for all accumulated time in bank which may not be carried over.

- 27.05 The employee must notify the Employer, in writing, and receive approval therefore, at least four (4) weeks before the date envisioned for the taking of an accumulated time in bank of five (5) consecutive working days or more. Such approval shall not be unreasonably withheld. The Employer shall notify the employee of its decision at least two (2) weeks prior to the date envisioned.
- 27.06 In every case, the establishment of an annual vacation period takes priority over the choice of postponing accumulated leave.

## ARTICLE 28 PAID HOLIDAYS

- 28.01 The following days are paid holidays:
  - 1. New Year's Day
  - 2. The day after New Year's Day
  - 3. Good Friday
  - 4. Easter Day
  - 5. Victoria Day
  - 6. The national holiday of Quebec
  - 7. Canada Day
  - 8. Labour Day
  - 9. Thanksgiving Day
  - 10. Christmas Day
  - 11. The day after Christmas
  - 12. Three personal days

In the allocation of holidays, the rule of alternation exists among the employees so that the holidays may be distributed equitably among them.

- 28.02 Before November 15<sup>th</sup> of each year, employees will advise the Employer in writing with regard to their wishes, and attempts will be made by the Employer to take such wishes into account in its distribution of leave for Christmas and New Years. Where the employees' wishes cannot be reasonably accommodated, seniority of the employee within his job applies with rotation from year to year.
- 28.03 In the case where a paid holiday coincides with the weekly day off of an employee, the Employer changes the date of the weekly day off of this employee, which is carried over to the following work day.
- 28.04 The employee on leave on Christmas Day and New Year's Day is released no later than 7:00 p.m. the night before the said holidays and does not resume work until December 27 and January 3 respectively, unless the employee agrees to work the day after Christmas Day or New Year's Day.
- 28.05 Notwithstanding Article 29.01, when a period of work spans two(2) days and where the majority of hours worked are on a paid holiday, the work day is considered to be a paid holiday.

## ARTICLE 29 WORK SCHEDULE

29.01 The work schedule begins at 12:01 a.m. Monday, and concludes Sunday at midnight, except in the case of an employee whose last period of work extends after midnight on Sunday. For this employee, the work weekends at the end of his period of work.

> When a period of work spans two (2) days, it is considered as having taken place entirely on the civic day upon which it began.

- 29.02 The work schedule of each regular employee is posted on Friday at 5:30 p.m., no later than seven (7) days preceding the start of the work week.
- 29.03 A copy of any subsequent changes to the work schedule is put in the union box as at the end of each workweek schedule.

- 29.04 The schedule establishes:
  - a) The days of work of each employee during the week, including their weekly days off;
  - b) The hour that work begins as well as the hours of work, and normal quitting time.

There is no discrimination in the assignment of tasks or schedules normally envisioned for a given job.

- 29.05 Notice of change of starting and normal finishing times shall be given as much in advance as possible, but no later than 2:00 p.m. prior to the day in question.
  - a) When an employee is on duty, the Employer will be deemed to have given notice when such notice is posted and the Employer has made every reasonable effort to reach the employee. If such notice is not given, the employee shall be credited with all hours originally scheduled, plus any additional hours.
  - b) If the employee is off duty, the Employer will notify the employee directly. If the Employer has not been able to notify the employee directly, he/she shall be credited with all hours originally scheduled, plus any additional hours the employee works.
- 29.06 Where the Employer wants to change the already-established period of weekly break of an employee, a written notice is given as early as possible, but never later than the tenth (10) day preceding the said period.
- 29.07 Before leaving on vacation of seven (7) days or more, the employee is informed of the hour at which he must return to work. This hour may be delayed if the employee is reached directly, but it may not be advanced.
- 29.08 On occasion, and subject to his manager's approval, an employee may switch work scheduled with another employee in the same job.
- 29.09 No later than December 1<sup>st</sup> of each year, the Employer will post the work schedule for the Holiday period (December 15<sup>th</sup> to January 7<sup>th</sup>).

### ARTICLE 30 HOURS OF WORK

- 30.01 The normal work week, exclusive of meal breaks is thirty-seven and one-half (37.5) hours over five (5) days. The normal work day, exclusive of the meal break, is seven and one-half (7.5) hours. The meal break shall not exceed sixty (60) minutes.
- 30.02 Employees are entitled to two (2) consecutive days off per week.
- 30.03 All employees, except those specifically assigned outside, must present themselves at the station at the entry and exit times.

#### ARTICLE 31 MEAL PERIODS

- a) First Meal Period Except where Article 31.02 applies, a first meal period of not less than thirty (30) minutes, and not more than sixty (60) minutes shall be assigned or taken in all tours of duty. This meal period shall begin no later than the end of the fifth hour of such tour.
  - b) Second Meal Period Subject to Article 31.02 a second meal period of not less than thirty (30) minutes, and not more than sixty (60) minutes shall be assigned or taken during a tour of duty where the employee has worked ten (10) hours or more. This meal period shall begin no later than the fifth hour after the first meal period is completed. An allowance of fifteen dollars (\$15.00) shall be paid to employees each time a second meal period is assigned or taken.
  - c) The period of work preceding or following the meal period may not be less than two (2) hours.
  - d) A penalty payment shall be paid when a meal period is not assigned or taken within the respective time periods set forth in Article 31.01 a) and 31.01 b). The penalty referred to in this Article shall be equal to one-half (1/2) the employee's base hourly wage for the duration of the displacement, calculated as follows:
    - i) In the case of an early meal from the time the received meal period began, until the earliest time it should have begun.
    - ii) In the case of a late meal from the latest time that the meal period should have begun.

iii) In the case of a meal not received from the latest time that the meal period should have begun, until the end of the tour of duty.

There shall be no compounding of meal displacement penalties.

31.02 In the case where the work site is situated in such fashion that the employee has no possibility of easily finding food during his designated meal period, the Employer grants to this employee a sufficient supplementary delay and provides him with the means of transportation to go to a place where he may find an appropriate meal. In the case where this is impossible, the Employer provides him with a meal.

## ARTICLE 32 COFFEE BREAK

32.01 As the operation does not lend itself to the assignment of specific times and time periods for coffee breaks, the Employer agrees to a flexible arrangement whereby employees may take reasonable break periods at appropriate times. This arrangement will not be abused.

## ARTICLE 33 DAILY BREAK

- 33.01 The daily break is the period of at least twelve (12) hours which separates the end of the period of work and the beginning of the following one.
- 33.02 All work done in the course of this daily twelve (12) hour break period is paid at the rate in force for that day of work, increased by fifty percent (50%) over the basic rate.

#### ARTICLE 34 WEEKLY BREAK

- 34.01 Each day of the weekly break envisioned in the agreement lasts twenty-four (24) hours to which is added the daily break of twelve (12) hours for a total of sixty (60) hours when there is no schedule rotation. When there is a schedule rotation the period of weekly break lasts at least fifty-four (54) hours.
- 34.02 The additional days of leave coupled with the days of weekly break add only twenty-four (24) hours each.
- 34.03 a) Except for regular employees who accept normal work schedule requiring him to work continuously on Saturdays or Sundays, the hours of work are prepared in such a fashion that employees have their two (2) weekly days off on Saturdays

and Sundays at least every two (2) weeks. The schedules are made by rotation and without discrimination from week to week.

b) In any event, subparagraph a) of paragraph 34.03 does not apply to temporary employees.

## ARTICLE 35 RECALL TO WORK

35.01 An employee recalled to work after having completed his day of work and having left the establishment of the Employer is remunerated for all such work at one and one-half times his regular hourly rate with a minimum guarantee of four (4) hours per each recall to work.

An employee who returns to work after having completed his normal work day before three (3) hours have elapsed following completion of his normal work day will be considered to be on overtime work, and the employee shall be paid from the end of his normal work day at the appropriate overtime rate, with a minimum guarantee of four (4) hours, payable at one and one-half times the employee's regular hourly rate.

35.02 When an employee is *requested* to work on a paid holiday, and this *request* comes on the day itself, the employee is remunerated at his hourly basic rate increased by one hundred percent (100%) for all hours worked as well as the normal remuneration for holiday hours. The employee may not receive less than the equivalent of seven and a half (7.5) hours at his basic hourly rate.

## **ARTICLE 36 PREMIUMS**

36.01 Any employee who works between midnight and 7:00 a.m. receives a premium of fifteen percent (15%) above his base hourly rate for the duration of the work accomplished during the period mentioned above.

## **ARTICLE 37 OVERTIME**

- 37.01 All authorized work done in addition to the scheduled day or the regular work week is remunerated at the overtime rate.
- 37.02 For purposes of calculating overtime, the regular work week is reduced by the duration of authorized absences.

- 37.03 Overtime is offered to any employee on a first available basis. Regular employees who manifest interest for overtime will be given priority.
- 37.04 The employee is remunerated at his basic wage rate increased by fifty percent (50%) for the first four (4) hours of overtime in the course of one (1) day.
- 37.05 The employee is remunerated at his basic wage rate increased by one hundred percent (100%) for all work exceeding four (4) hours of overtime in the course of a day.
- 37.06 Any employee required to work one (1) day of his weekly breaks is remunerated at his basic wage rate increased by fifty percent (50%) for the first 7.5 hours. His basic wage is increased by 100 % for all subsequent hours. Any employee required to work the second day of his week break is remunerated at his basic wage rate increased by one hundred percent (100%) for the first 7.5 hours. His basic wage is increased by 150 % for all subsequent hours.

However, the employee may not receive less then the equivalent of four (4) hours at his basic hourly rate where he is required to work on a day of his weekly break.

- 37.07 Under reserve of other provisions in the agreement, the penalties are added together but in no instance may an employee receive more than two and a half times his base rate for each hour worked.
- 37.08 Any employee required to work a paid holiday envisioned in the agreement has the right to remuneration at his regular hourly rate for each hour worked with a minimum of four (4) hours at his normal rate in addition to the normal remuneration for a holiday. In addition, this employee has the right to another paid day of leave.

# ARTICLE 38 TRAVEL EXPENSES

- 38.01 The Employer provides a means of transportation of his choice to the employee called to work outside the studios or the station.
- 38.02 No employee may be obliged to use his vehicle in the performance of his job.

However, an employee who agrees to the request of the Employer receives an indemnity of forty-eight cents (0.48\$/km) with a minimum of \$7.00 per trip. One trip includes the round trip.

- 38.03 The time of an employee called to work outside the studios, the station or his normal out-of-town location is calculated from the time of his departure from the studios, the station or his normal out-of-town location as the case may be.
- 38.04 When an employee is called to work outside the studios, the station or his normal out-of-town location, the work schedule includes the time required for transportation.
- 38.05 When an employee is obliged to sleep away from home, the Employer reimburses:
  - a) the transportation expenses and the rental of a room with a private bathroom for each employee, when this type of accommodation is available; and
  - b) a per diem of sixty three dollars (\$63.00) per period of twentyfour (24) consecutive hours spent away, from the time of his departure from the studios or the station or his normal outof-town location. This amount covers all the expenses other than those mentioned in subparagraph a) of the present paragraph. In the case where the meal is included in the rental of the room, the per diem is reduced by the amount equivalent to that determined in paragraph 38.10.

The union and the Employer may agree between themselves, in writing, on conditions different from those in the present paragraph.

- 38.06 For compensation purposes, employees engaged in traveling shall be credited with all time required when traveling on an assignment for the Employer. When an employee travels on a common carrier between the hours of 8:00 a.m. and 12:00 midnight, local time, full time shall be credited with a maximum of eight (8) hours of travel in any twenty-four (24) hour period. The following shall also apply:
  - a) From one (1) hour (and up to a maximum of two (2) hours where prior authorization has been given) prior to the scheduled time of the carrier's departure when the employee leaves from his/her home for travel by common carrier. When international travel by common carrier is involved, the employee responsible for processing equipment through customs, if the time so spent is not during his paid tour of duty, shall be afforded a further two (2) hour time credit prior to the departure time.

- b) From the assigned hour of departure from his/her home when an employee travels by automobile direct to the assignment, but the amount of travel time shall not exceed the travel time had the employee commenced his/her travel from his/her normal place of employment to the assignment.
- c) From the time he/she leaves his/her normal place of employment when the employee reports there before proceeding to travel.
- d) From the assigned hour of departure from his/her lodging when the employee is using "out-of-town" overnight accommodation.
- e) When an employee travels on a common carrier between the hours of 12:00 midnight and 8:00 a.m., local time, and suitable sleeping facilities are available, no time credit shall be allowed. For the purpose of this Article, a single occupancy berth in a common carrier or a business class, executive class seat or equivalent seat on a plane is construed to be a suitable sleeping facility. Full time credit will be allowed when travel is designated by the Employer on conveyances which do not have suitable sleeping facilities.

Time computed for the return travel under the above conditions will be computed in the same manner, except that in the case of travel by common carrier described in this Article above, such time will be computed only to the arrival time of the common carrier to the return destination. Where, however, on domestic return flights an employee is detained to receive an pick up equipment, etc., he/she shall be compensated for one (1) hour following flight arrival time.

- 38.07 The Employer advances a reasonable amount for the expenses of the employee before his departure.
- 38.08 Each employee required to regularly use his vehicle for the business of the Employer and who agrees, must be covered by a "pleasure and occasional business" insurance policy, according to the circumstances, this policy having a value of at least One Million Dollars. The Employer reimburses the employee the difference in the premium, if there is any. The employee must remit to the Employer, upon request, a copy of the insurance policy.
- 38.09 The Employer reimburses, to the employee who occasionally uses his vehicle and upon presentation of written proof, parking, toll and ferry expenses.

38.10 Employees working outside their local area during an assigned meal period, (where Article 38.05 does not apply) or in the case of employees who are on assignment at a location within their local area designated by the Employer as a "locked-in location" shall receive a meal indemnification of \$10.50 for breakfast; \$18.00 for lunch and \$20.00 for dinner.

In any event, no indemnification is paid if a meal is made available to the employee by the Employer.

- 38.11 "Local area" means an area within a thirty (30) kilometer radius of the studios or station or; where there is no studio or station, an area within a thirty (30) kilometer radius of the town or City Hall, in the town or city designated by the Employer as the employee's normal work location.
- 38.12 Any employee whose driver's license is suspended (as a result of a traffic violation) when he is driving a vehicle in the performance of his job, is assigned, without reduction in salary, for the duration of the suspension of his driver's license, to another job which does not require the driving of a vehicle, if during the period of the suspension there is available work for which the employee is qualified.
- 38.13 Any employee required to work between midnight and 6:00 a.m. shall be entitled to taxi fare reimbursement up to a maximum of \$15.00 when travelling between his/her residence and the work-place.

## ARTICLE 39 GENERAL PROVISIONS CONCERNING WAGES

39.01 The Employer guarantees to the regular employee that he is paid for the number of hours envisioned in his regular work week, even if the number of hours actually worked during the course of the regular week is less.

> The first part of the present paragraph does not apply to the employee who is laid-off, suspended, on unpaid leave, absent for reason of illness or absent without authorization.

39.02 Approximately fifty percent (50%) of the employee's normal net, basic monthly salary will be paid on the 15<sup>th</sup> day of each month. Should the 15<sup>th</sup> day be a non-banking day, it will be paid on the last previous legal banking day. The balance of money earned for that month will be paid on the last legal banking day of that month.

- 39.03 Employees shall complete their time sheets at such times and on such forms as prescribed from time to time by the Employer. Time sheets shall not be altered so as to reduce the employee's pay claim without the Employer informing the employee of the reason therefore, and any alterations may be subject to grievance.
- 39.04 a) In order to ensure prompt payment, time sheets (including overtime, premiums and penalties) for each two (2) week pay period must be delivered to the Employer no later than the following Wednesday.
  - b) Subject to paragraph c) hereof the Employer reserves the right to refuse to pay a claim for payments referred to herein, where the employee has not filed his/her time sheets within the time period set forth in this Article.
  - c) Where an employee has been given a notice in writing concerning a failure to deliver his/her time sheets in a timely manner (as in a) hereof), the time sheets shall be filed within seven (7) days (except for extraordinary circumstances) from the date of the notice. In the event the time sheets are not filed within the seven (7) days, the Employer may apply paragraph b) hereof.
- 39.05 Employees shall be paid according to the salary schedule applicable to the class to which they are assigned, with credit for years of service within the employee's job, and any credit for industry experience recognized by the Employer.
- 39.06 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.
- 39.07 Progression up the salary schedule within each class shall automatically occur on the first (1<sup>st</sup>) day of the month following the employee's anniversary date of employment.
- 39.08 When an employee is permanently promoted to a job within a higher paid salary class, he/she shall immediately move into the higher salary class and shall receive a salary increase which is at least the equivalent of one (1) full increment in his former salary class plus the amount necessary to place him/her on the nearest step in the new class. The employee's anniversary date then for the purpose of Article 39.07 hereof shall thereafter be the date the employee has been moved to the higher salary class.

39.09 Salary schedules are incorporated in this collective agreement. The same is identified as Schedule 1 attached hereto.

## ARTICLE 40 CIVIL LAW SUITS

- 40.01 In an event an employee is sued following acts specific to his/her duties, where those acts are performed in good faith and are not contrary in law, and/or where the employee is acting under specific orders from the Employer, the Employer shall assume the defense of the employee and will absorb all costs and any damages award resulting from a civil law suit, subject to the following:
  - a) all decisions as to choice of attorneys and the conduct of the case shall be vested exclusively in the Employer;
  - b) an employee being sued will co-operate fully with the Employer and the chosen attorneys and shall make full and complete disclosure of all evidence and information which may be necessary to provide a defense as determined by the chosen attorneys.
- 40.02 Any normal working hours lost as a result of attending to matters relating to a civil law suit shall be considered as worked time and the employee shall be paid therefore.
- 40.03 The Employer shall not require an employee to conduct him/herself in a manner such as to be in violation of a law. Accordingly, an employee prosecuted for violation of a law shall not have access to the provisions of section 40.01 and 40.02 hereof.

#### ARTICLE 41 UNPAID LEAVE

- 41.01 a) The regular employee who wishes to obtain an unpaid leave must make a written request to the Employer, which will communicate its answer to him, in writing, within ten (10) days, and transmit a copy to the union.
  - b) The Employer accepts or refuses the request, taking into account production needs.
  - c) All requests for unpaid leaves shall be considered on a case by case basis having regard for the circumstances which apply in each case. A request for leave in bona fide circumstances shall not be unreasonably denied, however, the Employer's interests must be balanced against the employee's interests.

- 41.02 The duration of the unpaid leave does not exceed a period of twelve (12) months, without the consent of the union.
- 41.03 The Employer undertakes, upon the return of the employee, to reinstate him in his position, or in an equivalent position if his position has been abolished. If the employee cannot be reinstated in his previous position or in an equivalent position because of the application of clauses relating to seniority and lay-offs, he may avail himself of the rights which are conferred upon him in the said clauses.
- 41.04 During his unpaid leave, subject to the conditions of the plan the employee may continue to benefit from the group insurance plan, on the condition that he assumes all of the costs of such plan.

# ARTICLE 42 TRAINING AND EDUCATION COURSES

- 42.01 The parties recognize the importance of ensuring the training and education of regular employees and they undertake to cooperate toward this end.
- 42.02 For purposes of application of the present Article, the following definitions apply:

Education: activity permitting the acquisition of essential knowledge and skills to enable an employee to perform the duties characteristic of another job.

Training: activity promoting the improvement of skills and knowledge already acquired by an employee within his job.

- 42.03 Where an employee is required by the Employer to attend a training or education course, the following shall apply:
  - a) if the same is attended on the employee's scheduled day of work, the employee shall not suffer a loss of regular pay as a result of attending;
  - b) if the same is attended on the employee's scheduled day off, an employee shall be given equivalent time off.
- 42.04 No overtime or penalties or premiums shall be paid where an employee is absent from work in accordance with this Article.
- 42.05 Where an employee attends a training or education course on his/her schedule day off of his/her own volition, Articles 42.03 and 42.04 shall not apply.

- 42.06 An employee shall be reimbursed for all expenses in relating course material, meals and travel which are to be approved in advance.
- 42.07 An employee who has been in the employ of the Company for twelve (12) months or more, who wishes to enroll in a training or education course may, at the Employer's discretion have up to one hundred (100%) percent of the cost thereof paid by the Employer where the program is directly related to the employee's current job and/or where the program has the potential for helping the employee prepare for other employment opportunities which may become available with the Company.
- 42.08 Reimbursement for such a course shall be contingent upon the employee having successfully completed the course, and subject to the same having been approved in advance in writing by the Employer.

## ARTICLE 43 MEETINGS CONVENED BY THE EMPLOYER

43.01 The time spent in meetings, at the request of the Employer, is considered time worked and is remunerated according to the provisions of the agreement.

## **ARTICLE 44 CLOTHES - TOOLS**

44.01 The Employer provides, at its expenses all the tools employees require to perform their jobs. The Employer also provides inclement weather clothing, safety boots as necessary and all safety apparel and apparatus. The Employer shall cover the cost of the employee's winter coat and boots as per the following:

> **Reporter, Video journalist and Photojournalist** Water Resistant Winter Coat: \$200 every 2 years or \$400 every 4 years Boots & Outdoor Gear: \$200 every 2 years, Patrol VJ every year

- 44.02 These clothes and tools are replaced after normal usage and upon return of the used items, except in case of exceptional circumstances. The clothes are considered the property of the employee and should be maintained accordingly.
- 44.03 Employees working full time in the following jobs: Weather Reporter, Reporter, Photojournalist, Reporter/Anchor, Anchor/Writer, Senior Anchor/Host, are required to meet specific standards established by the Employer regarding appearance and to assist them the Employer agrees to provide the following:

a) An allowance of up to one thousand (\$1000) dollars per year for clothing and grooming expenditures, or the equivalent value in clothing and grooming as provided by the Employer. The Employer advises the on-air employee on August 15<sup>th</sup> of each year as to whether the clothing allowance is to be made through reimbursement of the employee's cash expenditures (with receipts) or whether a contra-clothing arrangement has been made on behalf of the employee.

# ARTICLE 45 STRIKE AND LOCK-OUT

45.01 A strike or lock-out is prohibited for the duration of this collective agreement.

The terms "strike" and "lock-out" means as those terms are defined in the Canada Labour Code.

45.02 The Employer may not force an employee who is a member of the bargaining unit to report to another television station or any other enterprise to perform work which would serve to support another station or any other enterprise where there exists a work conflict. The employee's refusal may not give rise to disciplinary measures, including any cut in salary.

## **ARTICLE 46 TRANSLATION OF THE AGREEMENT**

The English and French language versions of this collective agreement are both official. In the event the two versions of the Agreement are at variance, the version thereof that corresponds to the language in which it was negotiated will prevail. The parties agree that the language in which the agreement was negotiated is English.

# ARTICLE 47 DURATION OF THE COLLECTIVE AGREEMENT

This agreement shall commence on September 1, 2019 and shall remain in force until August 31, 2023 and shall be renewed automatically from year to year thereafter, unless either party notifies the other by registered mail, not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the date of expiry, of its intention to renew or revise this agreement. In the event such notice is given, the agreement shall continue in full force, until a new agreement is concluded or until the requirements of the Canada Labour Code relating to strike or lockout have been met, whichever occurs first. signed in Montreal on September 11th, 2020.

Union of employees of Global, local 4502, CUPE

GLOBAL MONTRÉAL, a division of Corus Television Limited Partnership, on behalf of its general partner Corus Television G.P. Inc.

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Anne Leclair

Mike Couto

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Louis-Xavier Roux

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Marsha Waithe

Karine Rainville

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				1.50%		1.50%		1.50%	
51 Adr	ninistra	tive Co	ordinat	or					
Sept. 1/19	Sept. 1/19	%	Sept. 1/20	Sept. 1/20	Sept. 1/21	Sept. 1/21	Sept. 1/22	Sept. 1/22	
Hourly	Annual	increased	Hourly	Annual	Hourly	Annual	Hourly	Annual	
\$21.68	\$42,269		\$22.00	\$42,903	\$22.33	\$43,547	\$22.67	\$44,200	
\$22.11	\$43,114	2.0%	\$22.44	\$43,761	\$22.78	\$44,418	\$23.12	\$45,084	
\$22.55	\$43,977	2.0%	\$22.89	\$44,636	\$23.23	\$45,306	\$23.58	\$45,985	
\$23.00	\$44,856	2.0%	\$23.35	\$45,529	\$23.70	\$46,212	\$24.05	\$46,905	
\$23.46	\$45,753	2.0%	\$23.82	\$46,440	\$24.17	\$47,136	\$24.54	\$47,843	
\$23.93	\$46,668	2.0%	\$24.29	\$47,368	\$24.66	\$48,079	\$25.03	\$48,800	
\$24.41	\$47,602	2.0%	\$24.78	\$48,316	\$25.15	\$49,041	\$25.53	\$49,776	
\$24.90	\$48,554	2.0%	\$25.27	\$49,282	\$25.65	\$50,021	\$26.04	\$50,772	
	Sept. 1/19 Hourly \$21.68 \$22.11 \$22.55 \$23.00 \$23.46 \$23.93 \$24.41	Sept. 1/19   Sept. 1/19     Hourly   Annual     \$21.68   \$42,269     \$22.11   \$43,114     \$22.55   \$43,977     \$23.00   \$44,856     \$23.46   \$45,753     \$23.93   \$46,668     \$24.41   \$47,602	Sept. 1/19   Sept. 1/19   %     Hourly   Annual   increased     \$21.68   \$42,269     \$22.11   \$43,114   2.0%     \$22.55   \$43,977   2.0%     \$23.00   \$44,856   2.0%     \$23.46   \$45,753   2.0%     \$23.93   \$46,668   2.0%     \$24.41   \$47,602   2.0%	Sept. 1/19   Sept. 1/19   %   Sept. 1/20     Hourly   Annual   increased   Hourly     \$21.68   \$42,269   \$22.00     \$22.11   \$43,114   2.0%   \$22.44     \$22.55   \$43,977   2.0%   \$23.35     \$23.00   \$44,856   2.0%   \$23.35     \$23.46   \$45,753   2.0%   \$23.82     \$23.93   \$46,668   2.0%   \$24.29     \$24.41   \$47,602   2.0%   \$24.78	Sept. 1/19   Sept. 1/19   Sept. 1/20   Sept. 1/20     Hourly   Annual   increased   Hourly   Annual     \$21.68   \$42,269   \$22.00   \$42,903     \$22.11   \$43,114   2.0%   \$22.44   \$43,761     \$22.55   \$43,977   2.0%   \$22.89   \$44,636     \$23.00   \$44,856   2.0%   \$23.35   \$45,529     \$23.46   \$45,753   2.0%   \$23.82   \$46,440     \$23.93   \$46,668   2.0%   \$24.29   \$47,368     \$24.41   \$47,602   2.0%   \$24.78   \$48,316	Sept. 1/19   Sept. 1/20   Sept. 1/21   Hourly   Annual   Hourly   Annual   Hourly   Sept. 1/20   Sept. 1/20   Sept. 1/20   Sept. 1/20   Sept. 1/21   Hourly   Annual   Hourly   Annual   Hourly   Sept. 1/20   Sept. 1/20	Sept. 1/19 Sept. 1/19 % Sept. 1/20 Sept. 1/20 Sept. 1/21 Sept. 1/21   Hourly Annual increased Hourly Annual Hourly Annual   \$21.68 \$42,269 \$22.00 \$42,903 \$22.33 \$43,547   \$22.11 \$43,114 2.0% \$22.44 \$43,761 \$22.78 \$44,418   \$22.55 \$43,977 2.0% \$22.89 \$44,636 \$23.23 \$45,306   \$23.00 \$44,856 2.0% \$23.35 \$45,529 \$23.70 \$46,212   \$23.46 \$45,753 2.0% \$23.82 \$46,440 \$24.17 \$47,136   \$23.93 \$46,668 2.0% \$24.29 \$47,368 \$24.66 \$48,079   \$24.41 \$47,602 2.0% \$24.78 \$48,316 \$25.15 \$49,041	Sept. 1/19 Sept. 1/20 Sept. 1/21 <th c<="" td=""></th>	

## **Class 2 Associate Producer News**

	Sept. 1/19 Hourly	Sept. 1/19 Annual	% increased	Sept. 1/20 Hourly	Sept. 1/20 Annual	Sept. 1/21 Hourly	Sept. 1/21 Annual	Sept. 1/22 Hourly	Sept. 1/22 Annual
start	\$22.80	\$44,458		\$23.14	\$45,125	\$23.49	\$45,802	\$23.84	\$46,489
1 year	\$23.25	\$45,347	2.0%	\$23.60	\$46,027	\$23.96	\$46,718	\$24.32	\$47,419
2 year	\$23.72	\$46,254	2.0%	\$24.08	\$46,948	\$24.44	\$47,652	\$24.80	\$48,367
3 year	\$24.19	\$47,179	2.0%	\$24.56	\$47,887	\$24.93	\$48,605	\$25.30	\$49,334
4 year	\$24.68	\$48,123	2.0%	\$25.05	\$48,845	\$25.42	\$49,577	\$25.81	\$50,321
5 year	\$25.17	\$49,085	2.0%	\$25.55	\$49,822	\$25.93	\$50,569	\$26.32	\$51,327
6 year	\$25.68	\$50,067	2.0%	\$26.06	\$50,818	\$26.45	\$51,580	\$26.85	\$52,354
7 year	\$26.70	\$52,070	4.0%	\$27.10	\$52,851	\$27.51	\$53,643	\$27.92	\$54,448
8 year	\$27.77	\$54,152	4.0%	\$28.19	\$54,965	\$28.61	\$55,789	\$29.04	\$56,626
9 year	\$28.88	\$56,318	4.0%	\$29.31	\$57,163	\$29.75	\$58,021	\$30.20	\$58,891
10 year	\$30.04	\$58,571	4.0%	\$30.49	\$59,450	\$30.94	\$60,342	\$31.41	\$61,247

# Class 3 Weather Reporter, Reporter, Video Journalist, Post-Production Editor, Online Web Producer

	Sept. 1/19 Hourly	Sept. 1/19 Annual	% increased	Sept. 1/20 Hourly	Sept. 1/20 Annual	Sept. 1/21 Hourly	Sept. 1/21 Annual	Sept. 1/22 Hourly	Sept. 1/22 Annual
<b>ct c rt</b>			Increased						
start	\$26.70	\$52,061		\$27.10	\$52,842	\$27.50	\$53,635	\$27.92	\$54,439
1 year	\$27.23	\$53,102	2.0%	\$27.64	\$53,899	\$28.05	\$54,707	\$28.48	\$55,528
2 year	\$27.78	\$54,164	2.0%	\$28.19	\$54,977	\$28.62	\$55,801	\$29.05	\$56,638
3 year	\$28.33	\$55,248	2.0%	\$28.76	\$56,076	\$29.19	\$56,917	\$29.63	\$57,771
4 year	\$28.90	\$56,353	2.0%	\$29.33	\$57,198	\$29.77	\$58,056	\$30.22	\$58,927
5 year	\$29.48	\$57,480	2.0%	\$29.92	\$58,342	\$30.37	\$59,217	\$30.82	\$60,105
6 year	\$30.07	\$58,629	2.0%	\$30.52	\$59,509	\$30.97	\$60,401	\$31.44	\$61,307
7 year	\$31.27	\$60,974	4.0%	\$31.74	\$61,889	\$32.21	\$62,817	\$32.70	\$63,760
8 year	\$32.52	\$63,413	4.0%	\$33.01	\$64,364	\$33.50	\$65,330	\$34.01	\$66,310
9 year	\$33.82	\$65,950	4.0%	\$34.33	\$66,939	\$34.84	\$67,943	\$35.37	\$68,962
10 year	\$35.17	\$68,588	4.0%	\$35.70	\$69,617	\$36.24	\$70,661	\$36.78	\$71,721

## Class 4 Photojournalist, ENG Digital Technician, Microwave Engineer, Reporter/Anchor, Line-Up Editor

	Sept. 1/19 Hourly	Sept. 1/19 Annual	% increased	Sept. 1/20 Hourly	Sept. 1/20 Annual	Sept. 1/21 Hourly	Sept. 1/21 Annual	Sept. 1/22 Hourly	Sept. 1/22 Annual
start	\$30.60	\$59,664		\$31.06	\$60,559	\$31.52	\$61,468	\$31.99	\$62,390
1 year	\$31.21	\$60,858	2.0%	\$31.68	\$61,771	\$32.15	\$62,697	\$32.63	\$63,638
2 year	\$31.83	\$62,075	2.0%	\$32.31	\$63,006	\$32.80	\$63,951	\$33.29	\$64,910
3 year	\$32.47	\$63,316	2.0%	\$32.96	\$64,266	\$33.45	\$65,230	\$33.95	\$66,209
4 year	\$33.12	\$64,583	2.0%	\$33.62	\$65,552	\$34.12	\$66,535	\$34.63	\$67,533
5 year	\$33.78	\$65,874	2.0%	\$34.29	\$66,863	\$34.80	\$67,865	\$35.32	\$68,883
6 year	\$34.46	\$67,192	2.0%	\$34.97	\$68,200	\$35.50	\$69,223	\$36.03	\$70,261
7 year	\$35.84	\$69,880	4.0%	\$36.37	\$70,928	\$36.92	\$71,992	\$37.47	\$73,072
8 year	\$37.27	\$72,675	4.0%	\$37.83	\$73,765	\$38.40	\$74,871	\$38.97	\$75,994
9 year	\$38.76	\$75,582	4.0%	\$39.34	\$76,715	\$39.93	\$77,866	\$40.53	\$79,034
10 year	\$40.31	\$78,605	4.0%	\$40.91	\$79,784	\$41.53	\$80,981	\$42.15	\$82,196

# Class 5 Supervisor, ENG Digital Technician, Technical Producer, Senior Promotions Producer, Automated Control Room Director, Assignment Editor

	Sept. 1/19 Hourly	Sept. 1/19 Annual	% increased	Sept. 1/20 Hourly	Sept. 1/20 Annual	Sept. 1/21 Hourly	Sept. 1/21 Annual	Sept. 1/22 Hourly	Sept. 1/22 Annual
start	\$37.28	\$72,701		\$37.84	\$73,792	\$38.41	\$74,898	\$38.99	\$76,022
1 year	\$38.03	\$74,155	2.0%	\$38.60	\$75,267	\$39.18	\$76,396	\$39.77	\$77,542
2 year	\$38.79	\$75,638	2.0%	\$39.37	\$76,773	\$39.96	\$77,924	\$40.56	\$79,093
3 year	\$39.56	\$77,151	2.0%	\$40.16	\$78,308	\$40.76	\$79,483	\$41.37	\$80,675
4 year	\$40.36	\$78,694	2.0%	\$40.96	\$79,874	\$41.58	\$81,072	\$42.20	\$82,289
5 year	\$41.16	\$80,268	2.0%	\$41.78	\$81,472	\$42.41	\$82,694	\$43.04	\$83,934
6 year	\$41.99	\$81,873	2.0%	\$42.62	\$83,101	\$43.26	\$84,348	\$43.90	\$85,613
7 year	\$42.83	\$83,511	2.0%	\$43.47	\$84,763	\$44.12	\$86,035	\$44.78	\$87,325
8 year	\$43.68	\$85,181	2.0%	\$44.34	\$86,459	\$45.00	\$87,755	\$45.68	\$89,072
9 year	\$44.56	\$86,884	2.0%	\$45.22	\$88,188	\$45.90	\$89,511	\$46.59	\$90,853
10 year	\$45.45	\$88,622	2.0%	\$46.13	\$89,951	\$46.82	\$91,301	\$47.52	\$92,670

# **Class 6 Senior Producer News**

	Sept. 1/19 Hourly	Sept. 1/19 Annual	% increased	Sept. 1/20 Hourly	Sept. 1/20 Annual	Sept. 1/21 Hourly	Sept. 1/21 Annual	Sept. 1/22 Hourly	Sept. 1/22 Annual
start	\$43.17	\$84,187		\$43.82	\$85,450	\$44.48	\$86,732	\$45.15	\$88,033
1 year	\$44.04	\$85,871	2.0%	\$44.70	\$87,159	\$45.37	\$88,467	\$46.05	\$89,794
2 year	\$44.92	\$87,589	2.0%	\$45.59	\$88,902	\$46.27	\$90,236	\$46.97	\$91,589
3 year	\$45.82	\$89,340	2.0%	\$46.50	\$90,680	\$47.20	\$92,041	\$47.91	\$93,421
4 year	\$46.73	\$91,127	2.0%	\$47.43	\$92,494	\$48.14	\$93,881	\$48.87	\$95,290
5 year	\$47.67	\$92,950	2.0%	\$48.38	\$94,344	\$49.11	\$95,759	\$49.84	\$97,195
6 year	\$48.62	\$94,809	2.0%	\$49.35	\$96,231	\$50.09	\$97,674	\$50.84	\$99,139
7 year	\$49.59	\$96,705	2.0%	\$50.34	\$98,155	\$51.09	\$99,628	\$51.86	\$101,122
8 year	\$50.58	\$98,639	2.0%	\$51.34	\$100,119	\$52.11	\$101,620	\$52.89	\$103,145

## SCHEDULE 2

#### SALARIES

### Effective on September 1, 2020:

- The salary scales will increase by one point five percent (1.5%) at the minimum and maximum and at all steps. A lump sum payment is provided of \$750 for full time employees and \$250 for part time and temporary employees.
- ii) Employees paid above the maximum of their Salary Scale will receive a salary increase based on one point five percent (1.5%) of the maximum of their Salary Scale.
- iii) Annual incremental increases will continue during the year for employees not at the maximum of their Salary Scale.

## Effective September 1, 2021:

- i) The salary scales will increase by one and a half percent (1.5%) at the minimum and maximum and at all steps
- ii) Employees paid above the maximum of their Salary Scale will receive a salary increase based on one and a half percent (1.5%) of their maximum of their Salary Scale.
- iii) Annual incremental increases will continue during the year for employees not at the maximum of their Salary Scale

#### Effective September 1, 2022:

- i) The salary scales will increase by one and a half percent (1.5%) at the minimum and maximum and at all steps
- ii) Employees paid above the maximum of their Salary Scale will receive a salary increase based on one and a half percent (1.5%) of their maximum of their Salary Scale.
- iii) Annual incremental increases will continue during the year for employees not at the maximum of their Salary Scale

## **SCHEDULE 3**

### PENSION PLAN

The Employer and employee each contribute four percent (4.25%) of the employee's basic wage rate. The employee's contribution is made through semi-monthly payroll deductions.

Administrative fees will come from the Plan.

Once employees join the Defined Contribution Plan they will be obligated to adhere to the terms of the Plan.

### **SCHEDULE 4**

#### **JOB SUMMARIES**

#### - Article 13 -

- CLASS 1 Administrative Coordinator: Coordinates schedules and reviews time sheets for News and Operations employees; handles petty cash; prepares expense reports and books hotel and air travel; assists in back-up of receptionist and other office duties.
- CLASS 2 Associate Producer: Provide general assistance to newsroom operations including setting up and booking guests, research and write news copy for broadcast and online, screen and edit video for broadcast and online, assist reporters and producers in gathering news elements.
- CLASS 3 Weather/Reporter:

Collect, analyze and prepare weather information for production of weather segments of Global programs; present weather segment on-camera in an interesting and lively fashion; prepare special reports including live remote broadcasts.

#### Reporter:

Initiate and develop story and feature ideas through contact development, research and interviews; write intros, scripts and prepare stories in the field.

#### Videojournalist:

Shoot and edit video and audio into quality news, sports and current affairs in a creative and technically accurate manner. Maintain camera and editing equipment. Conduct interviews for broadcast and online. Produce live hits for local and network news

#### Post-Production Editor:

Edit selected material to produce magazine headlines, bumpers, teasers, on-air promotions and commercials; execute final production stages for magazine and news segments; assist producers with creative concepts; transfer audio portion of on-air promotions for recording to DCI lines.

## Online Web Producer

Post morning show and daily content on the Global Montreal website. Create and support engaging web and multi-platform content, including text-based, video and interactive online features. Develop strategies for engaging viewers through web and social media. Provide guidance and support to newsroom staff in order to increase use of social media and other online platforms. Assist the Managing Editor and News Director in reaching traffic goals, increasing user engagement, and building relationships with a variety of key internal stakeholders.

## CLASS 4 Reporter/Anchor:

Initiate and develop story and feature ideas through contact development, research and interview; write teasers and introductions; anchor newscasts; conduct live interviews.

## ENG Digital Technician:

Support news, production, and administrative staff in the daily operations of information systems and broadcast equipment; coordinate third party technical support and purchase of new or replacement materials; control inventory of all broadcast and production equipment.

#### Microwave Engineer:

Drive the microwave production facility to assigned sites; organize technical set up and operate the facility; monitor emergency radio frequencies for breaking news stories; negotiate and coordinate logistics with telecom and satellite suppliers. Supervise and review the daily operations and maintenance of all microwave and remote production support.

## Photojournalist:

Initiate and develop story and feature ideas, through contact development, research and interviews. Produce and report stories and features through writing the script and shooting the visuals.

## Line-Up Editor:

Produce line-up for shows; write and assemble news briefs; coordinate packaging of news headlines; assign field crew to breaking stories.

#### COLLECTIVE AGREEMENT • GLOBAL MONTRÉAL/CUPE 4502

#### CLASS 5 <u>Supervisor ENG Digital Technician</u>:

Ensure the efficient and accurate performance of software information systems; schedule employees. Support news, production and administrative staff in the daily operations of information systems and broadcast equipment; coordinate service suppliers work; arrange for and purchase new or replacement materials; repair and install equipment. Control the inventory of all broadcast and production equipment; prepare feasibility studies and cost analysis for future installations and special production events.

#### Assignment Editor

Review and establish daily and upcoming news agendas by keeping in touch with various news sources; monitor and evaluate news stories/events and provide constructive feedback to reporters and field production teams; supervise assignment desk staff, story development and crew movement; assist in planning long-term goals and objectives; liaise with producers of editorial and production requirements of daily shows; liaise with various Global newsrooms and with TVA network; provide training and guidance to editorial personnel and evaluate their progress; provide guidance to News staff on ethics and legalities of News coverage.

#### Technical/ Producer:

Shoots visuals, records audio sources and edits video and audio for newscasts, news reports and feature reports. Ensures coordination of visuals for news hits and stories as required. Set up, test, operate and ensure proper functioning of all studio equipment for Global Quebec programming. Report all production errors and ensure proper production procedures. Co-ordinate news hits and ensure that various elements make air for This Morning Live and other productions.

#### Senior Promotions Producer

Co-ordinate promotion efforts for Global Montreal programming. Generate effective and creative daily promos for newscasts and special events. Liaise with clients and sales team to assess promotional needs and develop and produce promos for external clients. Work with traffic and marketing teams to ensure optimal support for local. As required, solicit pro- motional partnerships for contests and coordinate special event promos.

### Automated Control Room Director:

Prepare and operate automated control room applications. Creatively lead graphics and production staff. Technical initialization, facilities checks and operation of all operations of news and other productions.

#### CLASS 6 Senior Producer, News: Produce daily news packages including packaged stories, features and segments; provide and implement innovative news format concepts to achieve a leading edge over the competition; assign tasks, supervise, guide and train staff and evaluate their progress

## LETTER OF UNDERSTANDING NO. 1

#### SPECIAL ASSIGNMENTS

The Employer and the Union agree that on occasion of special assignments, such as elections and out of city and province travel, the News Director and a person mandated by the Union Executive or its President will work together to establish remuneration and other compensation for said special assignment.

#### LETTER OF UNDERSTANDING NO. 2

## ASSISTANT NEWS DIRECTOR

The Assistant News Director is currently performing bargaining unit work. These duties are immediately returned to the bargaining unit on a permanent basis. Additionally, the bargaining Unit duties of the Managing Editor will be returned to the bargaining unit in the event of a layoff.

## LETTER OF UNDERSTANDING NO. 3

#### LONG TERM AND SHORT TERM DISABILITY COVERAGE

As the premiums for Long Term and Short Term disability are 100% paid by employees, it is agreed that the current coverage levels may be altered at the request of the Union and employees with consultation with the Company. Should there be a change in coverage level, no additional costs will result for the employer.

#### LETTER OF UNDERSTANDING NO. 4

### PENSION PLAN

At the request of the Union or Company, a meeting can be arranged to discuss current pension arrangements and any inquiries by the Union.

### LETTER OF UNDERSTANDING NO. 5

Parties agree that those employees who would have originally received 4% job anniversary increase in the Schedule 1 2015-2019 collective agreement, will receive one (1) 'accelerated' anniversary increase six (6) months after their upcoming job anniversary increase.

Example:	
January 4th , 2021 –	2% Anniversary Increase
July 4th, 2021 –	2% Anniversary Increase (Accelerated Increase)
January 4th , 2022 –	Percentage Increase as per Schedule 1 of the
	2019 - 2023

# LETTER OF UNDERSTANDING NO. 6

#### SPECIAL WAGE ADJUSTMENT

The following employees will experience a one-time additional step increase effective September 1, 2020. September 1st will be new applicable anniversary date for the purposes of wage increases moving forward.

- (from year 2 to 3 on new wage scales)
- (from year 4 to 5 on new wage scales)
- (from year 4 to 5 on new wage scales)