

AGREEMENT BETWEEN:

PERSONA COMMUNICATIONS INC., operating as “Eastlink Community TV”

AND

UNIFOR, LOCAL 37-14

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ARTICLE 1 DEFINITIONS

1.1 In this Collective Agreement, the following words shall have the following meanings:

- (a) “Agreement” means this Collective Agreement;
- (b) “Bargaining Unit” means the bargaining unit defined by the certification order.
- (c) “Company” means Persona Communications Inc.
- (d) “Employee” means an employee of the Company who is a member of the bargaining unit as defined in Article 3.1 of this Agreement.
- (e) “Fiscal Year” means the period starting with September 1 of one year and ending on August 31 of the next year.
- (f) “Paid Service” means time worked for which an employee is entitled to receive wages pursuant to Article 9.1 and does not include time for which the Employee is receiving sick leave pay, workers’ compensation, or benefits covered by one of the insured plans (i.e. STD, LTD).
- (g) “Union” means Unifor Local 37-14.
- (h) “Full-time” employee means a person hired for regular employment on a continuous basis and is not a part-time, temporary or term employee.
- (i) “Part-time” employee means a person hired for regular employment and who is required to work less than thirty (30) hours per week.
- (j) “Temporary” employee means a person hired for a period not to exceed one hundred and eighty (180) days in a calendar year for the purpose of (i) replacing employees who are away from work due to illness or injury or (ii) dealing with unanticipated fluctuations in work load. Where the absence is created as a result of a maternity or parental leave then the Temporary Employee may be employed for a period not to exceed the length of the maternity or parental leave. This period of one hundred and eighty (180) days may be extended for a further period of up to ninety (90) days subject to the mutual agreement of the Company and the Union.
- (k) “Term” employee means a person hired for a specific project or with a specific start and end date.

1.2 Throughout this Agreement where the masculine has been used it is understood that it refers to either feminine or masculine as the case may be.

ARTICLE 2 GENERAL PURPOSE AND NO STRIKE OR LOCKOUT

- 2.1 The general purpose of this Agreement entered into by collective bargaining is to maintain a sound and satisfactory relationship between the Company and its Employees, preventing strikes and lockouts, facilitating peaceful adjustments of grievances and disputes, preventing waste, unnecessary and avoidable delays and expense. Its purpose is also to encourage stable working conditions in the Company by keeping the Company's costs as low as possible consistent with fair wages and safe working conditions, and to establish the necessary procedures and provisions to assist both the Company and the Union accomplishing these objectives.
- 2.2 It is agreed that there shall be no strikes, work stoppages, slowdowns, boycotts, picketing, or any other interruptions of the normal work by the Employees covered by this Agreement and/or the Union during the terms of this Agreement and it is agreed that there shall be no lock-outs by the Company during the term of this Agreement.

ARTICLE 3 RECOGNITION, CHECK-OFF OF DUES, UNION SECURITY AND UNION LEAVES

- 3.1 The Unifor Union for Canada is hereby certified to be the bargaining agent for “all employees of Persona Communications Inc. employed in the broadcast group in the cities of Sudbury, Timmins, Simcoe and, excluding managers, those already covered by another certification order and those employed in a confidential capacity in matters relating to industrial relations”.
- 3.2 It is agreed that the terms of this Agreement shall apply to and only to Employees in the Bargaining Unit.
- 3.3 All Employees must pay the regular union dues.
- 3.4 The Company agrees to deduct, from the wages of each Employee in the Bargaining Unit, Union dues duly authorized by the Union and remit the amounts so deducted to the treasurer of the Union.
- 3.5 Such monies, together with a detailed list of such collection, shall be remitted monthly to Local 37-14, within 10 days after the end of the calendar month in which such deductions are made.
- 3.6 The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of, or resulting from the operation of this Article.
- 3.7 Subject to the Company's operational requirements, a Union leave of absence without pay may be granted to an Employee who is an elected or appointed representative of the Union for the purposes of attending labour conventions, congresses and for such other union business. The total period of leave available pursuant to this Article 3.7 to any Employees who are elected or appointed representative of the Union for the purposes of attending labour conventions, congresses and for such other union business shall not exceed a maximum of three calendar weeks leave of absence without pay per year for

each of the two shop stewards. No more than two (2) Employees in the Bargaining Unit will be entitled to take a Union leave of absence without pay simultaneously. All requests for a Union leave of absence without pay for the purposes of attending labour conventions, congresses and for such other union business shall be submitted to the Company at least fifteen (15) working days in advance of the commencement of the Union leave of absence without pay. Notwithstanding the foregoing notice period, in exceptional circumstances (e.g. a spot opens up for a labour convention within the 15 days), the Company may grant a leave of absence pursuant to this Article 3.7 where an Employee requests it at least five (5) working days in advance of the commencement of the Union leave of absence without pay and in such case the Company will not unreasonably deny such leave.

- 3.8 Upon written request signed by the Local's Secretary-Treasurer or President, the Company will continue to pay Union Representatives absent from work on a Union Leave of Absence their regular pay. This request will be submitted as soon as reasonably possible to allow the Company to make any necessary arrangements. The Union will be responsible to the Company to reimburse wages for such leaves.
- 3.9 The Company will release up to two (2) Employees from work and will pay their regular pay for their regularly scheduled hours each day of direct negotiations with the Company up to conciliation at which time the Company will release those Employees from work without pay for the purpose of participating in conciliation.
- 3.10 The Union shall appoint an Employee to the Joint Health and Safety Committee.
- 3.11 The Union may elect or appoint a maximum of three (3) Stewards with a maximum of one (1) from the Sudbury area, one (1) from the Timmins area and one (1) from the Simcoe area.
- 3.12 The Union will provide to the Company and keep up to date a list of Employees who have been elected or appointed Union Officers or Stewards authorized to represent the Union.
- 3.13 A Steward shall be permitted reasonable time without loss of pay to assist an Employee with respect to a grievance or potential grievance; however the Steward must obtain permission in advance from the Steward's supervisor to do so; such permission to not be unreasonably withheld.
- 3.14 The company will provide each bargaining unit member with a printed copy of the new collective agreement, the company will further supply the local union with electronic copies of the new agreement in both word and PDF form.
- 3.15 The Company will release the bargaining committee without loss of pay for four (4) hours to proof read the new Agreement before the Company prints.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.1 The Company has the sole and exclusive right to manage its business and operations and direct the workforce including but not limited to, the right to plan, direct and control operations; to direct the working forces; hire, transfer, evaluate, reclassify, demote, test, discipline or discharge for just cause and lay off Employees; establish and enforce policies and procedures; and manage its operations except as specifically restricted otherwise in this Agreement. Those matters requiring judgment as to the competency or ability of the Employees to perform the work required are the sole and exclusive prerogatives of the Company.
- 4.2 The Company has the sole and exclusive right to manage the production and delivery of broadcast content as it deems necessary, in its sole discretion.

ARTICLE 5 DISCIPLINE AND DISCHARGE

- 5.1 The Company reserves the right to discipline and discharge Employees for just cause.
- 5.2 Without restricting this general right, it is agreed that the Company may discharge any Employee for the following specific offenses:
- (a) Stealing, falsifying statements or records or any other form of dishonesty;
 - (b) Malicious, defacing or damaging of Company property;
 - (c) Reporting for work under the influence of alcohol or drugs or being under the influence of alcohol or drugs while on duty subject only to the *Canadian Human Rights Act*;
 - (d) Without serious provocation, assaulting any superior or other employee of the Company;
 - (e) Deliberately refusing to obey a legitimate order of a superior or being insolent to a superior except where the employee exercises his/her right to refuse dangerous work in accordance with the procedure set out in Part II of the Canada Labour Code;
 - (f) Being absent for more than three (3) working days without having been granted leave by the Company, or being more than three (3) working days late in returning from an approved leave of absence without notifying the Company;
 - (g) Any record of discipline which may have been placed on the file of an employee, shall be removed after twelve (12) months have elapsed since the disciplinary action was taken provided that no further disciplinary action of a similar nature has been recorded during this period.
 - (h) An employee shall have the opportunity to have a Shop Steward present at any

meeting where discipline in the form of a suspension without pay or dismissal is being imposed, provided that this does not cause undue delay in performing the tasks at hand.

- (i) Provided it is agreed that in the event an Employee is discharged for any of the forgoing matters, the Employee shall be entitled to grieve.

ARTICLE 6 UNION-MANAGEMENT COMMITTEE

- 6.1 It is agreed that a Union-Management Committee will meet at the request of either party for the purpose of airing problems which may arise from time to time but in any event no less than twice per calendar year. Explanation of new Company policy may also be discussed at these meetings. Employees engaged in meetings of this Committee during their normal working hours shall suffer no loss of pay for time spent in such meetings.

ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURE

- 7.1 For the purpose of this Agreement, a grievance is defined as a claim by an Employee, the Union or the Company concerning the interpretation, application, or alleged violation of any clause of this Agreement.
- 7.2 It is mutually agreed that it is the spirit and intent of this Agreement to address grievances as quickly as possible.
- 7.3 An employee having a complaint shall first give his supervisor an opportunity to adjust the condition causing the complaint before lodging a formal grievance.
- 7.4 In the event of a grievance between any member or members of the Bargaining Unit and the Company or between the Union and the Company, or between the Company and the Union, it shall be processed in the following manner:

Step 1: Within seven (7) working days following the event, or knowledge by the Employee of the event, on which the grievance is founded (but in any event within fifteen (15) working days of the event), the Employee (in the case of a suspension, a designate of the Employee may do so) and the Union Representative (where Employee has chosen for the Union Representative to do so on Employee's behalf) may take the matter up with his immediate supervisor or that person's designee, by presenting the grievance in writing. The immediate supervisor or that person's designee shall reply in writing within seven (7) working days of the presentation of the grievance, or failing a reply in writing, the Employee may proceed to Step 2.

Step 2: Failing a reply in the first step hereof, or if such reply is unsatisfactory, the Employee, within five (5) working days of the date of the reply of the supervisor or that person's designee, was or should have been made, may submit the grievance, in writing, to the National Operations Manager. The National Operations Manager or that person's designee, in responding to the grievance, will arrange a meeting to be attended by the

Employee concerned and the Union's National Representative and any other person the National Operations Manager or that person's designee or the Union's National Representative considers appropriate. National Operations Manager or that person's designee shall give a written decision on the grievance within ten (10) working days of any meeting, or failing a written decision, the Employee may proceed to Step 3.

Step 3: If settlement is not reached in Step 2, the matter by written notice of either party to the other, may be submitted to binding and final arbitration pursuant to Article 7.7.

7.5 A grievance alleging wrongful discharge of any Employee shall be filed no later than three (3) working days from the date of the discharge and shall commence at the second step of the grievance procedure.

7.6 Any grievance between the Company and the Union concerning the interpretation, application or alleged violation of this Agreement may be submitted in writing by one or the other party, directly to the National Operations Manager or to the Union President as the case may be within fifteen (15) working days of the event giving rise to the grievance. The Respondent to the grievance shall reply in writing within fifteen (15) working days of receipt of the grievance.

If no satisfactory settlement is reached within a further fifteen (15) working days following receipt of this reply, the grievance may be submitted to arbitration on the terms set forth in Clause 7.7 below. It is the intention of the parties that the procedure provided by the clause for the Union to file a grievance shall be reserved for grievances of a general nature for which the regular grievance procedure for Employees is not available and it shall not be used to by-pass the regular procedure for Employees above.

7.7 After exhausting all steps in the grievance procedure, the Union or the Company, as the case may be, shall, if it wishes to go to arbitration, notify the other party within fifteen (15) working days of the end of the grievance procedure in writing.

When written notice of arbitration is given by either of the Parties to this Agreement, each shall within five (5) days of receipt of notice of intent to arbitrate, provide the other party with the names(s) of an arbitrator for purposes of mutual agreement.

Should the parties fail to agree upon the selection of an arbitrator within five (5) days of receipt of the proposed names, the Minister of Labour shall be empowered to appoint an arbitrator.

The arbitrator shall hear the merits of the grievance and shall render a decision, based on the merits of the grievance, within thirty (30) calendar days from the final date of the hearing.

7.8 The decision of the single arbitrator shall be final and binding. The single arbitrator shall, in a discipline or discharge case, have the power to substitute a lesser penalty, but shall have no authority to change, alter, modify or in any way amend the provisions of this Agreement.

- 7.9 Both parties shall share equally the costs and expenses of the single arbitrator.
- 7.10 The time limits in this Article may be altered or extended by mutual agreement of the parties in writing.

ARTICLE 8 HOURS OF WORK

- 8.1 The nature of work performed by employees in the production and delivery of broadcast content necessitates that the hours of work be irregularly distributed in a day and in a week, for all positions, with the result that the hours of work are to be averaged over a period of fifty two (52) consecutive weeks. The standard hours of work per week of a Full-time employee shall be 40 hours averaged over the fifty two (52) week averaging period. The standard hours of work in a week shall be reduced by eight (8) hours for (i) any holiday with pay, (ii) any day of annual vacation, (iii) any day of bereavement leave with pay or (iv) a sick day for which the employee has not been paid.
- 8.2 Subject to 8.1, and calculated at the end of each fifty-two (52) week period, all time worked in excess of the standard hours per fifty-two (52) week period shall be paid at one and one half times (1.5 X) the employee's hourly rate at the end of the fifty-two (52) week averaging period. The averaging period begins on October 1st unless modified by the Company after discussion with the Union.
- 8.3 A shift schedule will be posted at least fourteen (14) days in advance. Based on the nature of the operation as referenced in Article 8.1, the Company and the Union recognize and agree that there will be a requirement for the Company, from time to time, to make changes to the shift schedule.
- 8.4 During live events and related programming, employees must remain at work until the completion of the live event and the work related to the live event unless prevented from doing so by an unexpected emergency.
- 8.5 Employees who are absent from work for any reason and who do not have any paid entitlements available to cover the missed time will not be paid for the time not worked. In this circumstance, the standard hours of work in the averaging period shall be reduced by the number of hours not worked.
- 8.6 An employee shall be entitled to a minimum of eight (8) hours rest between the end of one scheduled shift of at least eight (8) hours duration and the beginning of the next scheduled shift, except where the employee is required to work to support a live event or related programming. To achieve the minimum of eight (8) hours rest, there shall be an elapsed time of eight (8) hours between the end of the first shift and the beginning of the next shift. The employer shall be entitled to modify the employee's work schedule to accommodate the rest period.
- 8.7 There shall be a minimum of four (4) hours off before a shift can be considered a split shift by the employer.
- 8.8 Employees travel between systems or between communities for production/work will be

included in scheduled time. For clarification, travel within the community between shifts (after shift ends, before shift starts) is not included/covered.

ARTICLE 9 WAGES AND OVERTIME

- 9.1 The wage rates for Employees are as set out in Schedule “A”.
- 9.2 For the purposes of overtime, hourly rates shall be calculated by dividing annual salary by 2080 hours in the 52 week averaging period.
- 9.3 All authorized time worked in excess of 2080 hours over the fifty two (52) week averaging period shall be paid at the rate of time and one-half (1.5 X) the Employee's then current hourly rate for the additional time worked.
- 9.4 Because of the nature of the Company's work in the production and broadcast of community programming, it is understood and agreed that the Company may require Employees to work more than the standard 2080 hours over the fifty two (52) week averaging period.

ARTICLE 10

- 10.1 Intentionally not used

ARTICLE 11 BULLETIN BOARD

- 11.1 The Company will provide a Bulletin Board at the following locations, namely
 - (a) Sudbury;
 - (b) Timmins;
 - (c) Simcoe;

ARTICLE 12 HOLIDAYS

- 12.1 There shall be eleven (11) paid holidays. The holidays shall consist of the following:

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

National Day for Truth and Reconciliation

When any of the above holidays falls on a Saturday or a Sunday, the day proclaimed by the Federal Government shall be the day observed provided that, if no such proclamation is made, the Company will determine the day on which the holiday will be observed in consultation with the Union.

- 12.2 An Employee must be employed a minimum of thirty (30) calendar days in order to be eligible for holiday pay. Employees, who, on the day of the Statutory Holiday, are on approved unpaid leave of absences, lay off or who are covered by one of the medical plans (i.e., STD, LTD) shall not be entitled to the holiday pay.
- 12.3 Holiday pay will be dealt with in accordance with the Averaging provisions under the Canada Labour Code.
- 12.4 When a holiday falls in an Employee's vacation, one (1) day with pay shall be added to their vacation.
- 12.5 A shift beginning on the eve of a holiday and continuing into a holiday shall not be considered as work performed on a holiday, but a shift beginning on a holiday and continuing into the day following shall be considered as work performed on the holiday.

ARTICLE 13 VACATIONS

- 13.1 The vacation year shall be the same as the Fiscal Year.
- 13.2 Full-time employees hired before September 1 in any year shall be granted 0.83 days' vacation with pay for each full month worked before September 1. All employees other than full-time employees shall be paid vacation pay as a percentage of earnings based on completed years of service.
- 13.3 Vacation for all employees with more than one (1) year's service shall be granted according to their net credited service on September 1 of the fiscal year, in each year on the following basis:

<u>Years of Service on September 1</u>	<u>Vacation</u>
1 or more years but less than 10 years	15 days -6%
10 or more years	20 days -8%

Vacation entitlement will be capped at twenty (20) days per year; employees already receiving twenty-five (25) days' vacation as of February 13, 2015 will maintain their entitlements.

- 13.4 Employees shall be entitled to take their vacation time in one continuous period for a maximum of two weeks. Normally all vacation must be used in the vacation year that it was granted (i.e. September 1 to August 31).

- 13.5 For the purpose of computing net credited service for vacation time/pay, service will not be considered broken by temporary lay-off, temporary sickness for which sick leave benefits are used, or authorized leave of absence, to a maximum of three (3) months. Where the absence is greater than three (3) months, service shall be considered broken from the first day of the absence.
- 13.6 Employees are required to advise the Company of their vacation preference by March 31 indicating preferences for the succeeding twelve (12) month period.
- 13.7 The proper operation of the business will be used in determining the available vacation times. When choosing preferred vacation time, Employees will only be allowed to choose a maximum of two (2) consecutive weeks at one time. Third and fourth weeks of vacation may only be chosen when all Employees have indicated their preferred dates for the first two weeks of vacation. Where two or more Employees request vacation for the same period of time, preference for vacation will be given on the basis of seniority.

Except in emergencies, the Company shall give at least one month's notice of any required change from the primary vacation period previously scheduled for an employee. Where the employee wishes to change his scheduled vacation period he shall give at least one month's notice to the Company.

- 13.8 Should an Employee be hospitalized while on vacation, the time spent in hospital shall be considered sick leave if the Employee has sick leave entitlement, and the days of vacation lost as a result of such illness will be scheduled at a later date as agreed to between the Company and the Employee. To be eligible under this provision, the Employee must supply to the Company written confirmation of details of the hospitalization in a form satisfactory to the Company. Any vacation pay accrued but not taken in vacation time due to illness must be taken within three (3) months of the employee returning from illness or it will be forfeited.
- 13.9 Employees, who are on approved unpaid leaves of absence, laid off or who are on leaves covered by a third party insurer (i.e., STD, LTD) shall not accrue vacation during such time.

ARTICLE 14 SICK LEAVE

- 14.1 All Full-time employees covered by this Agreement on the completion of their probationary period with the Company as provided in Article 18.2 shall be entitled to receive sick leave with pay in minimum increments of one hour subject to the following provisions:
- (a) All cases of sickness must be reported to the Employee's immediate supervisor on the first day, as soon as possible, but at least by the normal reporting time of the Employee concerned except in circumstances where it is impossible for the Employee to report. If the Employee's supervisor is unavailable at that time, the Employee shall report to the person designated by the Company for this purpose;
 - (b) The pay for sick leave shall be the Employee's normal hours for that scheduled shift

at the Employee's regular straight time hourly rate;

- (c) The total amounts for sick leave for a full-time Employee shall be accumulated to a maximum of fifty six (56) hours during the Fiscal Year. Employees shall be permitted in each such year advances against sick days to be earned in that Fiscal Year. Sick leave shall not be cumulative from one year to another;
- (d) No sick leave will be granted to an Employee in case of sickness or accident which is compensable under the *Workplace Safety and Insurance Act* for the Province of Ontario or for sickness or accident which occurs during the vacation period of an Employee or while an Employee is on authorized leave of absence or lay-off, or for sickness or accident covered by group insurance benefits;
- (e) Any leave provided for in this Article shall be subject to proof satisfactory to the Company of the circumstances justifying such leave;
- (f) An Employee who fails to notify the Company as provided in paragraph 14.1(a) hereof within one (1) hour of commencement of the Employee's shift shall be deemed absent without leave;
- (g) An Employee on sick leave shall notify the Company of his intention of returning to work prior to his return no later than seven (7) calendar days of his/her planned return to work;
- (h) The Company reserves the right to require a certificate from a qualified physician as part of an attendance management process, as part of a workplace accommodation process or to cover any period of days of sickness, whether paid or unpaid, and approval of sick leave will be conditional on the employee providing an acceptable certificate when so requested.

14.2 Full-time employees shall accumulate personal time up to a maximum of twenty four (24) hours during the Fiscal Year to be used in minimum increments of four (4) hours. Employees shall be permitted in each such year advances against personal days to be earned during that Fiscal Year. The personal days are permitted to be used in the following situations:

- (a) In the case of an illness of a member of the Employee's immediate family and when no one other than the employee can provide for the needs of the ill person. Immediate family shall be defined as the parent, child or spouse of the employee. This would include medical appointments;
- (b) In the case of an emergency which requires the Employee's personal attention resulting from a situation which cannot reasonably be served by others or attended to by the employee at a time when the employee is not working; or
- (c) In all other situations, provided that operational requirements permit and the Employee has provided their manager with a minimum of forty eight (48) hours notice. The three (3) days cannot be scheduled consecutively or be attached to

vacation days.

- 14.3 Employees shall provide their supervisor with as much advance notice as possible.
- 14.4 Any earned but unused sick days and personal days shall be cancelled on termination of employment. Any used but unearned sick days or personal days of an Employee on termination of employment shall be repaid from the Employee's last pay.
- 14.5 Sick days shall accrue at a rate of 0.583 days per month of service and personal days shall accrue at a rate of 0.25 days per month of service.
- 14.6 Only Full-time employees are eligible for paid sick days and paid personal days.

ARTICLE 15 BENEFITS

- 15.1 The Company agrees to maintain during the term of this Agreement a Company Group Insurance Plan as may be amended from time to time. The Company agrees to pay fifty percent (50%) of the cost of those plans, the participating Employees to pay the remaining fifty percent (50%) of the cost.
 - 15.1(a) All Employees required to wear safety footwear are entitled to a boot allowance of \$215.00 inclusive of HST, per year. This payment will be paid as an expense allowance directly to Employees on the first payroll after September 1st of each year through the direct payment process. Only those Employees who are active on payroll on September 1st of the applicable year are eligible.
- 15.2 Subject to the limitations of the Company Pension Plan Full-time employees are eligible but not required to join the plan after having completed one (1) year of continuous employment. The Company agrees to match any Employee's contribution to the Pension Plan with the minimum contribution being 1.5% of the Employee's normal weekly earnings up to a maximum of 4.5% of the Employee's normal weekly earnings, excluding overtime, standby, callback and other fringe benefits.
- 15.3 It is agreed that it is a condition of employment that a full-time Employee having worked 3 months of continuous service with the Company shall become a member of the Company Group Insurance Plan referred to in this Article.
- 15.4 Only Full-time employees are eligible to participate in the Company Group Insurance Plan and the Company Pension Plan.
- 15.5 The Employer will pay to Unifor the amount of \$1,000.00 on or about each of the following dates as Paid Education Leave: March 1st, 2022, March 1st 2023, and March 1st, 2024. Unifor will submit an invoice.

ARTICLE 16 COMPASSIONATE LEAVE AND BEREAVEMENT

- 16.1 The Company may grant at its discretion compassionate leave without pay upon the request by an Employee in order that the Employee may deal with some unforeseen contingency or emergency affecting him or the Employee's immediate family which shall mean the Employee's father, mother, husband, wife, children, mother-in-law and father-in-law.
- 16.2 The Company will grant a leave of absence with pay for the purposes of attending funerals in the case of bereavement as follows:
- a) Up to seven (7) calendar days leave immediately following the death of an Employee's spouse or common law spouse, child, father, mother, brother or sister; the Employee shall be paid for all regularly scheduled shifts during that seven (7) calendar day period.
 - b) Up to three (3) working days immediately following the death of an Employee's mother in law, father in law, grandparents, grandchildren and any other relative residing with the Employee or with whom the Employee resides; the Employee shall be paid for all regularly scheduled shifts during that three (3) working day period.

These absences will be extended by one day where a full day's travel is required.

- 16.3 The Company, in its discretion, may grant time off without pay in special cases of Employees requesting to attend funerals of friends or distant relatives, provided however, the Employee will have the ability to make up the time within the next pay period.

ARTICLE 17 JURY DUTY

- 17.1 An Employee will be excused from his normal hours of work while serving on jury duty in the Province of Ontario or where subpoenaed as a witness for the Crown in a criminal proceeding. The Employee will provide the Company, to the Company's satisfaction, proof of actual jury duty service and a statement of all remuneration from all sources received for such jury duty. The Company will deduct all such remuneration and pay the Employee the remainder of his salary for the normal hours worked during such time as he is on jury duty. No extra time or overtime will be allowed for time spent on jury duty.

ARTICLE 18 SENIORITY

- 18.1 Seniority shall be defined as the length of continuous employment with the Company; the Employees employed as of the date of signing this Agreement shall have their seniority date as reflected in Schedule B.
- 18.2 New Full-time employees with the Company will be considered as probationary employees until they have worked ninety (90) days of continuous Paid Service, provided that this period may be extended for a further ninety (90) days by mutual agreement between the Union and the Company. During the probationary period an employee may be dismissed at any time for any cause. Part-time employees will be considered as probationary employees until they complete 500 hours of Paid Service. At the conclusion

of the probationary period, an Employee's seniority will revert back to the Employee's first date of Paid Service. Term and Temporary employees will not accumulate time for the purposes of seniority.

18.3 An Employee loses all seniority when they:

- (a) Voluntarily quit their employment with the Company.
- (b) Are discharged for just cause and are not reinstated through the grievance procedure herein.
- (c) Are laid off for a period of more than twelve (12) months.
- (d) Are absent from work for more than three (3) consecutive working days without securing a leave of absence from the Company, provided that this provision shall not diminish or prohibit the Company's right to discharge any employee who is absent without reasonable excuse in which event the seniority would be forfeited on the date of discharge.
- (e) Fail to return to work within five (5) days after recall notice is given to them personally or by registered mail or email to their last address on file with the Company. It shall be a condition of possible future recall from lay-off that all Employees keep the Company informed of their current mailing address.
- (f) Are on leave-of-absence for a period of more than twelve (12) months.

18.4 If the Company determines that a staff reduction is required within a specific location(s) (i.e. Sudbury, Simcoe, or Timmins), for a specific position, the Employer shall lay off the most junior employee(s) in the position at the specific location provided that the employee(s) to be retained have the required skill, ability and qualifications to satisfactorily perform the available work. Where the most junior employee in a specific position within a specific location is subject to lay-off but the remaining employees do not have the required skill or ability or qualifications to satisfactorily perform the available work then the next most junior employee shall be subject to lay-off in accordance with this Article 18.4 until the remaining employees have the required skill, ability and qualifications to satisfactorily perform the available work.

18.5 An employee who has been laid off may take the position of another employee who holds the same position in a different work location but who has less seniority provided that:

(a) the employee who is subject to lay-off agrees to relocate to an area within fifty (50) kilometers of the city/town limits of the work location where the most junior employee currently works no later than three (3) months from the date of the lay-off; and

(b) the employee on lay off must immediately have the skill, ability and qualifications to perform the available work for the position in order to bump into the position.

- 18.6 Any relocation costs pursuant to Article 18.5 or requested by the Company, to a maximum of up to \$5,000 shall be borne by the Company and not by the employee.
- 18.7 Employees will be advised of layoff no later than four weeks in advance or receive pay in lieu.
- 18.8 Laid off Employees who have seniority shall retain recall rights for twelve (12) months. Employees with recall rights shall automatically be recalled in order of seniority to vacancies in the Bargaining Unit provided they possess the skill, ability and qualifications to immediately perform all of the duties for the available work.
- 18.9 An updated seniority list shall, upon request, be available to the Union at the end of each Fiscal Year.
- 18.10 An employee who has completed twelve (12) months employment with the Company shall receive severance in an amount equivalent to one (1) weeks pay per completed year of service upon termination of employment and loss of recall rights with the Company.
- 18.11 If a seniority employee is laid off, the company will continue group benefit coverage including Health, Dental, Life Insurance and Accidental Death & Dismemberment Insurance (provided the employee has this coverage as of the effective date of layoff) to a maximum of up to three (3) months. The employee will continue to pay their portion of the benefits. Disability benefits will terminate as of the last day worked.

ARTICLE 19 PUNCTUALITY AND TARDINESS

- 19.1 Employees shall be ready for work at the time designated for the start of their shift.

ARTICLE 20 VOLUNTEERS

- 20.1 Recognizing the nature of producing community programming, and that volunteers are integral to our operations, the Union and the Company agree that volunteers are permitted to perform work performed by members of the bargaining unit. In the event that the Union is concerned that the use of a volunteer has directly resulted in the lay-off of a member of the bargaining unit, the Company and the Union shall meet to provide an opportunity for the Company to outline the reasons for the use of the volunteer. Nothing herein shall be interpreted to limit the Company's obligation to comply with regulatory requirements related to allowing access to the Company's facilities, equipment or programming capabilities or with respect to funding arrangements arising out of regulatory requirements.

ARTICLE 21 TERM OF AGREEMENT

21.1 This Agreement is for a term commencing February 14, 2022 and ending February 13, 2025. This will be a three (3) year term.

IN WITNESS WHEREOF, both parties hereto have executed this Agreement by their duly authorized official. Dated this 16 day of February 2022.

Unifor

Persona Communications Inc.

Jerry Logan

Natalie MacDonald

Stewart Gagan

Stewart Gagan

Tamara Cain

Tamara Cain

James Janiszewski

James Janiszewski

Amanda Pride

Amanda Pride

Chris McKerral

Kaushal Hathi

Kaushal Hathi

SCHEDULE A –WAGE RATES

Recognizing that titles, as listed below, are not classifications for the purpose of defining specified work and that titles are within the sole discretion of the Company, the wage rates are as follows:

<u>Hire Date</u>	<u>Annual Salary</u>	<u>Hourly Rate</u>	<u>Title</u>
September 3, 1985	\$62,179.51	\$29.89	Producer
February 20, 1992	\$57,365.52	\$27.58	Creative Producer
October 12, 1999	\$48,345.53	\$23.24	Producer
June 25, 2003	\$46,957.68	\$22.58	Producer
May 26, 2014	\$39,232.25	\$18.86	Producer
March 2, 2020	\$38,306.10	\$18.42	Producer
April 12, 2021	\$37,740.00	\$18.14	Producer
January 4, 2022	N/A	\$17.00	Production Assistant Part-Time

The current wage rates will be increased as follows:

Effective February 14, 2022-2%

Effective February 14, 2023-2%

Effective February 14, 2024-2%

LETTER OF UNDERSTANDING #1

Between

Persona Communications Inc. doing business as “Eastlink Community TV”

and

Unifor, Local 37-14 (“Union”)

Vacation Purchase Plan

Eastlink currently has a vacation purchase plan (VPP) that it is trialing, and will allow Employees to participate on the same terms and conditions, and as long as the plan continues to be offered to all employees. Information about Eastlink’s VPP, and how Employees can elect to participate, will be provided to Employees from the People & Culture department. Refer to the Vacation Purchase Plan Policy, located on the I-Net, for yearly enrollment dates.

LETTER OF UNDERSTANDING #2

Between
Persona Communications Inc. doing business as “Eastlink Community TV”
and
Unifor, Local 37-14 (“Union”)

Eastlink Community TV and the Union agree to comply with the Canada Labour Code with respect to the approach for dealing with reporting pay in accordance with Section 11. 1 of the Canada Labour Standards Regulations as they may apply to an averaging of hours system.

LETTER OF UNDERSTANDING #3

Between
Persona Communications Inc. doing business as “Eastlink Community TV”
And

Unifor, Local 37-14 (“Union”)

Whereas in the course of Collective Bargaining the Union raised concerns about the existing wage rates, including the format and approach related to those wage rates; and requested that they be replaced with a wage scale or grid; and

Whereas the Employer has communicated an interest in establishing a wage table that reflects appropriate roles and wage levels, including an appropriate mechanism for some step increases, recognizing advancement; and

Whereas the parties recognize that the process of establishing such a wage table will take time, including ensuring such a table complies with applicable laws; and

Whereas it is the parties’ intention that their respective concerns be resolved with the objective of arriving at a mutually acceptable wage table that will be determined on or before the expiry of the Agreement, to replace the wage rates as set out in Schedule A in the next Agreement;

Accordingly, the parties agree as follows:

1. Within three (3) months of date of ratification of this Agreement, the Employer representatives will form a committee with Union Representatives, and such committee will work toward determining a mutually acceptable wage table (the “Wage Table”);
2. The Wage Table will reflect the following objectives of the parties:
 - (a) Clarification of job descriptions for Employees;
 - (b) Establish job levels;
 - (c) Establish a step mechanism and identification of the appropriate number of steps for wage increases;
 - (d) The step mechanism shall include recognition for skills, competency, other appropriate performance considerations and experience in determining the job levels.
3. The parties will make all reasonable efforts to finalize a Wage Table by the end of 2nd year of this Agreement, and no later than the expiry of the Agreement;
4. The Wage Table shall comply with applicable laws; and
5. The Wage Table shall form the basis of negotiations in the next round of bargaining.
6. The committee work will be done during normal working hours with no loss of pay to participants.