

THIS AGREEMENT executed between:

**CHVR-FM, Division of Bell Media Inc.**

Hereinafter referred to as the "Company",

Party of the First Part

and:

**Unifor and its Local 717M**

Hereinafter referred to as the "Union",

Party of the Second Part,

\* \* \* \* \*

**ARTICLE 1**

**Intent**

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

## ARTICLE 2

### Definitions

**2.1 Employee** - The term "employee" as used in this Agreement shall mean any person, either male or female, employed in a classification included within the bargaining unit referred to in Article 2.2 and who performs any of the duties set forth in Article 10.1. It shall include any person employed in any job or classification created in the future unless the parties, by mutual consent, decide to exclude such new job or classification, or the Company submits the matter to the Canada Industrial Relations Board for a decision.

**2.2 Bargaining Unit** - The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees in the unit set forth in the certification of the Canada Industrial Relations Board dated June 26, 1991 (as amended July 10, 1995), or any amendments thereto, as mutually agreed by the parties or as ordered by the Canada Industrial Relations Board or in any of the job functions listed in the wage schedule under Article 16.

The Board's decision includes:

"all employees of Astral Media Group GP at its radio station CHVR in Pembroke, Ontario excluding General Manager, Sales Manager, Sales Representatives, Program Director, News Director, Business Manager, Confidential Secretary and Chief Engineer".

**2.3 Employee Categories** - All employees covered by this Agreement shall be considered full-time employees of the Company except as hereinafter provided. They shall be probationary employees for a period not to exceed nine (9) months in total, as follows:

- a) Employees in "on-air" classifications shall be probationary employees for an initial period of six (6) months from the date of hiring. The Company may extend the probationary period up to a total of three (3) months, and in such event, will discuss the matter with the representative of the Local Union prior to the end of the initial period.

The employee and the Union shall be advised of such extension in writing and the reasons therefore.

b) All other employees shall be probationary employees for an initial period of three (3) months from the date of hiring. The Company may extend the probationary period up to a total of six (6) months, and in such event, will discuss the matter with the representative of the Local Union prior to the end of the first three (3) month period. The employee and the Union shall be advised of such extension in writing and the reasons therefore.

It is agreed that each employee on probation shall receive feedback on their performance. To this end, the Company agrees to review performance at the end of the initial period and to put such reviews in writing to the employee with a copy provided to the Union. If such reviews are not done the employee's performance will be assumed to be satisfactory.

**2.4** A part-time employee is defined as one hired on a regular or occasional basis to cover peak work periods, maternity leave, summer relief, or to work on specific projects of a predetermined length of time. Such employees shall be paid on an hourly basis at a rate equal to 1/35 of the weekly salary of the wage group to which the employee is assigned.

The maximum number of such part-time employees may be hired in and limited to each of the following job classifications:

- (a) Unlimited Operators
- (b) 4 Announcer/News Reporters
- (c) 1 Maintenance Technician

Notwithstanding a) above it is agreed that the Company may assign and schedule Operators to perform functions in other classifications, such as, Traffic, Switchboard, Production and Creative.

**2.4.1** All articles of this Agreement shall apply to part-time employees, except as hereinafter provided:

(a) Article 9.1 - Company seniority will be applied separately for part-time employees as a group distinct from full-time employees.

Part-time employees who have subsequently been hired as full-time staff shall be probationary for a minimum period of three (3) months if the transfer is to a different job classification. This minimum period will be one (1) month if the job classification is the same. The Company may extend the probationary period for a further three (3) months and, in such event, will advise the Local Union of the extension prior to the end of the initial probationary period. During the probationary period, the Company may release the employee at any time for reasonable cause.

(b) Articles 9.4 and 9.5 - However, when part-time persons are laid off, it is agreed that the following shall be applicable:

1: Part-time employees working on a regular weekly basis shall be given two (2) weeks' notice in advance of the proposed layoff, or two (2) weeks' pay in lieu of notice [based on average number of hours worked in previous thirty (30) days].

2: Part-time employees hired to work on a specific project, production, vacation or maternity relief for a specific period of time shall be considered to have received notice at the time of hiring.

3: Part-time employees hired on a daily basis, or on a sporadic basis will not require notice of layoff as provided in the Agreement due to the very nature of their assignment.

(c) Holiday Pay - Article 13.2 shall apply;

i) Except that a part-time employee shall be paid their basic rate plus one and one-half (1 ½) times their basic rate for all hours worked on a holiday with a minimum credit of four (4) hours.

ii) If a holiday falls on a scheduled work day and the employee is not required to work, they shall be entitled to pay for a holiday, the greater of, not to exceed one-fifth of their basic weekly rate of pay:

a) 10% of their earnings, excluding overtime and premium pay, for the pay period immediately preceding the holiday;

Or

b) 5% of their earnings, excluding overtime and premium pay, for the two (2) pay periods immediately preceding the holiday on which they do not work.

(f) Article 14.1 shall apply except that part-time employees shall receive a minimum credit of four (4) hours per tour of duty to a maximum of twenty-five (25) hours per week. The maximum hours per week shall not apply when part-time employees are hired for purposes of vacation relief or maternity leave.

(g) Article 15 - However, part-time employees shall receive a meal period in all tours of duty of more than six (6) hours or six and one-half (6½) hours for Radio Announcers on the weekends, and in such event, such first meal period shall be inclusive of hours worked. Meal periods will be assigned in accordance with Article 15.

(h) Article 16.2 - Part-time employees will be placed on a step in the wage scale of the classification to which they are assigned at the time of hiring.

Progression up the salary scale shall automatically occur as provided in Article 16.2 on the following basis:

(i) a six-month increment will require a total of 910 hours credited or worked, or

(ii) a yearly increment will require a total of 1820 hours credited or worked.

**2.4.2** It is agreed that the provisions of Article 2.4 above will not be used for the purpose of eliminating or replacing regular or full-time employees or to avoid hiring regular or full-time employees. The Company will not consistently use penalty or premium clauses to avoid replacing full-time employees.

### **ARTICLE 3**

#### **Management Rights**

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

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

**3.3** It is further recognized that the responsibility of the Management of the Company for the selection, direction and determination of the size of the work force, including the right to hire, transfer, or promote or relieve employees from duty because of lack of work, or suspend, discipline, demote

or discharge an employee for just and sufficient cause, or a probationary employee for reasonable cause, is vested exclusively in the Company.

**3.4** The rights referred to in paragraphs 3.2 and 3.3 above shall be exercised in accordance with the provisions of this Agreement.

## **ARTICLE 4**

### **Union Rights**

**4.1 Dues Check-off** - During the term of this Agreement, the Company agrees to deduct monthly, an amount equal to the uniform dues as levied by the Union. The deductions are to be based on the gross monthly earnings of every employee in the bargaining unit, beginning with the date of hiring in the bargaining unit. The present rate of deduction is equal to one and two-thirds percent (1.666%) of basic earnings, and the same percentage shall be deducted on all additional earnings. The Company will be notified by registered mail of any changes in the present rate of deductions thirty (30) days prior to any required changes.

**4.1.1** The Company agrees to remit the moneys so deducted to the Union as soon as possible after the end of each pay period, by cheque or direct deposit, payable in Canadian funds. The Company shall provide the Union with a spreadsheet or an electronic file detailing the following information:

1. Employee name and address
2. Gender
3. Classification title, salary and seniority date
4. Amount of dues deducted on base salary
5. Amount of dues deducted on additional earnings
6. The name of any employee who has left or joined the Company since the last payment, including the name of any employee going on or returning from child care leave.

**4.1.2** Each year the Company will indicate on the T4 slips issued to employees, the total amount of dues deducted at source and forwarded to Unifor.

**4.2 Notices to Union** - The Company shall mail or fax to the Union at its regional office and to the Local Union Secretary one copy of the following:

(a) Within seven (7) business days, notice of hiring and promotion of any employee within the bargaining unit.

(b) Within five (5) business days, notice of extension of probationary period, suspension, dismissal or demotion or any disciplinary action placed on an employee's file within the bargaining unit. The time limits referred to in Article 7.2, Grievance Procedure and Article 8.1, Report on Performance, will not begin until a copy of the disciplinary notice is given to the Union.

(c) Any notice pertaining to the application or agreed interpretation of this Agreement.

(d) The Company will furnish, upon request by the Union, two (2) copies of seniority records and wage information for negotiating purposes.

(e) The Company shall, when notifying a person of their acceptance as an employee, provide in writing, the starting rate of pay and the classification to which the employee is assigned. A copy of this notice shall be sent to the Union in accordance with Article 4.2 (a) of this Agreement. The Company shall also include, at the same time, a copy of the current Collective Agreement, which shall be supplied by the Union.

**4.3 Union Access to Premises** - Representatives of the Union shall have access to the Company's premises to carry on inspections or investigations pertaining to the conditions of this Agreement at any operating unit of the Company, at reasonable notice to the Company, and free from unreasonable interference from the Company. Such investigation or inspection shall be



carried on at reasonable hours and in such manner so as not to interfere unduly with the normal operations of the Company. The Company will furnish a suitable business letter or card of identification for the representative entitling them to admission to the premises of the Company and other places where employees covered by this Agreement may be working.

**4.4 Bulletin Boards** - The Company agrees to the posting by the Union on scheduling boards of: announcements regarding elections, meetings, local negotiation developments and internal affairs of the Union. All other matters will require prior authorization by the Company before being posted. Such authorization will not be unreasonably withheld.

The Company agrees to furnish a Notice Board exclusively for the posting of Union notices.

The Company agrees to provide space wherein the Union may locate a filing cabinet. Local Union Officers will be given free access to this cabinet at all times.

**4.5 Leave of Absence for Union Functions** - Leave of absence without pay and without loss of seniority or benefits shall be granted upon request by the Employer for employees elected or selected to represent the Union at Union Conventions, Conferences and/or schools, and at functions of any labour organizations with which the Union is affiliated, provided reasonable notice is received. The employee shall be required to submit a request for leave at least ten (10) business days in advance and shall state the anticipated dates of their absence.

Such leave not to exceed seven (7) working days per employee in one (1) year. The duly elected President or Vice-President of the Local Union shall be allowed ten (10) working days. For the purpose of this article, there shall be an aggregate total of twenty-five (25) days leave for Union functions in each calendar year. During rating periods, leaves to on-air personnel will only be granted subject to operational requirements.

**4.5.1** Upon request by the Union, the Company agrees to release without loss of pay, leave credits and other earned benefits, up to two (2) employees to attend negotiating sessions with Management. A request for such release shall be submitted seven (7) days in advance of the first meeting.

**4.5.2** Leave without pay or benefits will be granted to any employee who accepts a full-time elective position with the Union for a period not exceeding four (4) years, or a full-time appointive position with the Union for a period not exceeding one (1) year. Any additional yearly periods may be granted by the Company on receipt of a written request of the employee and the President of the Union. During this period, there will be no accrual of seniority or benefits. Established seniority will be maintained.

## **ARTICLE 5**

### **Non-Discrimination**

**5.1** The parties hereto mutually agree that no employee shall be discriminated against because of membership, or lack of membership, or by reason of any lawful activity, or lack of activity on behalf of the Union. The Company will not discourage membership in the Union, or attempt to encourage membership in another Union.

**5.1.1** Employees shall enjoy equal rights under this Agreement, regardless of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, and conviction for which a pardon has been granted.

**5.2** The parties hereto mutually agree that they are desirous of maintaining a working environment which is free from personal, sexual and/or racial harassment. The parties agree that matters relating to personal, sexual and/or racial harassment shall be dealt with in accordance with the Anti-Harassment Letter at the back of this agreement.

**5.2.1** It is the intent of the parties to this Agreement that every employee has the right to work in an environment free from harassment and to be treated with respect, courtesy and tact. The Company recognizes the dignity and worth of each member of its work force and it will provide for equal rights and opportunities without discrimination.

## **ARTICLE 6**

### **No Strike Clause**

**6.1** The Union will not cause or permit its members to cause, nor will any member of the Union take part in, any strike either sit down or stay in, or any other kind of strike or any other kind of interference or any other stoppage, total or partial, of any of the Company's operations, during the term of this Agreement. The Company will not cause, engage in or permit a lockout of any of its operational locations during the term of this Agreement.

**6.2** The Company will not require any employee, as defined in Article 2.1, to perform the duties of any other person who is engaged in a lawful strike, or to originate a programme or programmes expressly for the purpose of strike breaking.

**6.3** An employee covered by this Agreement shall have the right to refuse to cross a picket line where a strike or lockout is in effect where they have good reason to believe that such crossing may endanger their person or property. Failure to cross such a picket line shall not be considered a violation of the Agreement, nor shall it be grounds for disciplinary action.

## **ARTICLE 7**

### **Grievance Procedure**

**7.1** For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation,

application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

**7.2** It is the mutual desire of the parties hereto that grievances of employees shall be adjusted as quickly as possible. Such grievances may be taken up in the following manner and sequence:

**Step 1:** The grievance shall be reduced to writing and a copy thereof delivered to the Manager or their delegate within ten (10) working days of the occurrence of such grievance. Failing settlement, the Manager or delegate shall deliver their decision in writing within five (5) days following the discussion of the grievance. Failing settlement:

**Step 2:** Within five (5) days after the decision in Step 1, the grievor may submit their grievance to the Director or their delegate. The Director shall, within five (5) days of receiving the grievance, convene a meeting with the Local Grievance Committee consisting of not more than three (3) members. The grievor may also attend, and the Director or their delegate may have such assistance at the meeting as they require. The decision of the Director shall be delivered in writing within five (5) days of the meeting. Failing settlement:

**Step 3:** Within ten (10) days after the decision in Step 2, the dispute shall be referred to the General Manager and the Union office for further discussion and consideration. The General Manager shall deliver their reply, in writing, within ten (10) days. Failing settlement:

**Step 4:** Within ten (10) days of the Step 3 decision, the Union may, by written notice to the Company, submit the grievance to final and binding arbitration. The parties shall, within ten (10) working days of the sending of the notice requesting arbitration, select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within these ten (10) working days, the Federal Minister of Labour shall be requested by either party to appoint the arbitrator. The cost and/or expenses of the arbitrator shall be borne equally by the Company and the Union, except that no party shall be obligated to pay the cost of stenographic transcript without express consent.

**7.3** The Arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement, but they shall have the power to direct, if they think proper, that any employee who has been wrongfully suspended, discharged, or otherwise disciplined shall be reinstated with pay and with any other benefit under this Agreement which may have been lost or they may dispose of the case in any manner the Arbitrator deems appropriate.

**7.4** If either of the parties of this Agreement consider that this Agreement is being misinterpreted, or violated in any respect by the other party, the matter may be discussed between representatives of the Company and the Union, and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 4 of Section 7.2.

**7.5 Time Limits** - Any time limit mentioned under grievance procedure shall exclude Statutory Holidays and vacations of the employee concerned at the Step 1 level and may be extended by mutual consent.

**7.6** Employees shall suffer no loss of pay or other benefits while attending grievance meetings with the Company.

## **ARTICLE 8**

### **Report on Performance**

**8.1** An employee shall be notified in writing, of any expression of dissatisfaction concerning their work, within ten (10) working days of cause for dissatisfaction becoming known to their supervisor. They shall be furnished with a copy of any complaint or accusation which may be detrimental to their advancement or standing within the Company, as soon as possible after the complaint or accusation is made. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them at any time.

**8.2** The employee's reply in writing to such complaint or accusation if received within ten (10) working days after they have been given the notice referred to in Article 8.1 above, shall become part of their record. If such reply is not received, it will not become part of their record for use by them at any time.

**8.3** An employee shall have access to their personnel performance file in the presence of their supervisor during office hours, once every six (6) months (or earlier in the case of a grievance), at a mutually agreeable time, but in no event later than three (3) days after the initial request.

**8.4** Disciplinary notices will not be relied on to justify subsequent disciplinary penalties if in the two (2) years following the issuance of the notice no other discipline is received by the employee.

## **ARTICLE 9**

### **Seniority Rights**

**9.1** Company seniority shall be deemed to have commenced on the last day of hiring by the Company or by any of the predecessor companies, and shall be equal to the length of continuous service with the Company which shall also be referred to as Net Credited Service. Company seniority shall relate to the order of layoffs, recall from layoff, promotions (see Article 9.2.1), severance pay and the choice of vacation periods, as provided for in the applicable articles. Employees will not be required to permanently relocate from one location to the other without their consent.

**9.1.1** Seniority credit shall continue to exist but not accrue while an employee is on leave granted by the Company to a maximum period of one (1) year.

**9.2 Job Postings and Promotions** - Where a vacancy (other than of a temporary nature) occurs in any job which the Company decides to fill, notice of such vacancy shall be posted for a period of five (5) days.

**9.2.1** The applicant with the most Company seniority shall, if they possess the greatest composite of skills, ability and qualifications as determined by the Company, relative to the vacant position, be selected. However, the parties recognize that "on-air" classifications require a standard of performance that is not capable of definition in solely objective terms. The employee with the most Company seniority, who, in the opinion of the Company, possesses the requisite skills, ability and qualifications shall be selected to fill the vacancy in an "on-air" classification. The Company may hire applicants from outside the bargaining unit where no equally qualified employees apply and are accepted for the position.

**9.2.2** An employee promoted to fill a vacancy in a higher classification shall be on a trial period in such classification for a period of three (3) months, however, the period may be extended up to a total of six (6) months after discussion between the Union and the Company. The Company may at any time during this trial period, return the employee to their former classification with no loss of seniority. At the conclusion of a successful trial period the employee will be advised in writing that their promotion has been made permanent.

**9.2.3** Employees who perform in a job classification different from their regular classification will not be penalized for errors committed during such performance if such errors are not a result of negligence.

**9.2.4** Should an applicant for promotion or transfer be unsuccessful, it is agreed that Management will discuss with the employee, if so requested, why their promotion or transfer was denied and will bring to the employee's attention any shortcomings which may affect their opportunities for advancement.

**9.3 Discharge and Demotion** - The discharge or demotion of any employee, except for probationary employees as provided in Article 2.3, shall only be for just and sufficient cause. An employee discharged for just and sufficient cause, other than gross misconduct, shall be entitled to two (2) weeks' notice or pay in lieu thereof.

**9.3.1** Article 9.3 is subject to the fact that the parties agree that broadcasting requires the continued maintenance of high standards of performance which, with respect to the “on-air” announcing staff, are not capable of definition in solely objective terms. The parties therefore agree that the Company has the right to dismiss or reassign an employee who, in its opinion, fails to achieve such standards of performance. Such right shall not be exercised in an arbitrary or discriminatory manner and, not sooner than forty- five (45) days after an employee has been warned at least twice, by written notice, (which notice shall describe in reasonable detail the manner in which such employee is alleged to have fallen short of such standards of performance), and the Company shall use its best efforts to give direction and assistance to such employee to achieve such standards of performance.

Such rights to dismiss or reassign an employee shall not be used as a disciplinary measure and shall be in addition to and not in substitution for its right to apply discipline, which may only be exercised for just cause.

An employee who is dismissed under the terms of this Article shall be entitled to four (4) weeks notice, or pay in lieu thereof. In addition, the employee shall receive severance pay in the amount of one week pay for each year of service, or part thereof.

**9.4 Layoffs** - Where the Company decides to effect a layoff, the layoff shall proceed in inverse order of Company seniority within those job functions affected, except where the layoff affects an "on-air" classification. When an "on-air" classification is affected, the Company will retain the most senior employees provided they meet, in the opinion of the Company, the standards of performance referred to in Article 9.2.1.

**9.4.1** An employee about to be laid off from one job function who has the occupational qualifications in another job function may apply their seniority and revert to such other function(s). No employee is to be displaced by a more senior employee unless the latter possesses the requisite skills, ability, occupational qualifications, as determined by the Company to perform the job filled by the employee with less seniority. It is understood and agreed that an employee with the qualifications may require a reasonable period of



familiarization in the new classification. An employee shall exercise the bumping rights within five (5) days notice of the layoff.

**9.4.2** The Company shall advise the employee and the Union at least four (4) weeks in advance of the proposed layoff, or such length of time as prescribed by legislation, or in lieu of such notice shall pay the employee laid off four (4) weeks' salary, plus severance pay and accrued vacation pay.

**9.4.3** Employees laid off and deemed terminated pursuant to any statute, will receive severance pay equal to ten (10) days' pay, at their basic rate of pay, for each year of continuous service to a maximum of twenty-six (26) weeks' pay. With respect to incomplete years, the severance pay shall be on a prorated basis, calculated to the nearest completed month. The above-noted severance payment shall be in satisfaction of any severance required pursuant to any statute.

**9.4.4** While an employee is laid off, the Company will continue the group health (except for STD, LTD and Pension) and benefit payments for the period of layoff up to a maximum of three (3) months or until the employee is eligible for benefits at the new place of employment. It shall be the responsibility of the employee to notify the Company as soon as they become eligible for benefits with the new employer.

**9.4.5** The Company agrees that it will not consistently schedule overtime in order to affect or extend layoffs.

**9.4.6** An employee who has reverted to a lower salary group and whose salary is higher than the maximum of this group, shall continue to receive the higher salary for a period of sixty (60) days, and then shall revert to the maximum salary of the lower salary group. Except that:

An employee who has reverted to a salary group one group below their former group shall not have their salary reduced by more than ten percent (10%).

**9.5 Re-engagement of laid-off employees** - When full-time vacancies occur, the Company agrees to re-engage, in the order of Company seniority

in the location, former employees who have been laid off for a period not exceeding twelve (12) months, provided the employee possesses the occupational qualifications to fill the vacancy. In the event that the Company and the Union do not agree on the occupational qualifications of the employee in question, the matter will be subject to the grievance procedure. The Company further agrees to give preferential consideration to the re-engagement of such former employees who had at least one (1) year of Company seniority and who have been laid off for a period exceeding twelve (12) months.

An employee, who is bumped into a lower rated classification in accordance with Article 9.4.1, shall retain first recall rights to their previous classification when a vacancy occurs therein.

**9.5.1** The Company's responsibility will be considered to be fulfilled if the Company gives notice, in writing, by registered mail to the employee's last known address. The employee must notify the Company of their intention within five (5) days. It is the responsibility of the employee to advise the Company in writing of any change to their address and telephone number.

**9.5.2** Employees will be deemed to be terminated and will lose their seniority should they fail to return to work after having been recalled within ten (10) days of receipt of the recall notice.

Employees who are unable to return to work for just and sufficient cause within the said ten (10) day period, upon presentation of their case to the Union and Company, may retain their seniority and will become the next available employee on the recall list.

**9.6 Computation of Seniority after Uninterrupted Service** - In the event an employee with more than one (1) year Company seniority is laid off or transferred to a position within the Company not covered by this Agreement:

- (a) Continuity of service for the purpose of Company seniority shall be considered unbroken if they return to the status of an employee within twelve (12) months, or,

- (b) If they return to the status of an employee after twelve (12) months have elapsed, their Company seniority upon their return shall be that which they had on the effective date of such layoff or transfer.

## **ARTICLE 10**

### **Jurisdiction and New Devices and Methods**

**10.1 Jurisdiction** - The Company agrees to continue the present practice of assigning duties relating but not limited to the preparation, administration, audition, rehearsal, and/or broadcast of the Company's radio programmes and overall operation to employees in the bargaining unit.

**10.1.1** The Company agrees that it will not transfer, assign or subcontract any work or functions covered by this Agreement to which employees are entitled under the terms of this Agreement to any other person or to any other Company or its employees, except that it is agreed that the Company shall not be required to alter existing practices or methods covering the following:

- (a) Non-bargaining unit employees may continue to perform duties and operate equipment in the execution of their normal job function.
- (b) Non-bargaining unit personnel employed by the Company may operate cart, cassette and reel-to-reel audio machines for screening purposes.
- (c) Outside contractors retained by the Company for specific installation, modification and maintenance of technical equipment. Office personnel hired from an agency for temporary assignments.
- (d) Students on government programs may assist bargaining unit employees as an extra person on the assignment as part of their educational experience, and on occasion may operate unsupervised.

(e) In cases of emergency such as natural disaster or equipment failure, inability to contact a replacement, and to replace employees who are on vacation or on sick leave.

(f) The Company shall have the ability to hire specific talent, on a fee for service basis, to provide an "on air" service in an area of expertise not available in the bargaining unit. It's agreed that the use of such talent shall be to augment local programming.

**10.1.2** It is agreed that the provisions of Article 10.1.1 shall not be used to avoid filling a vacancy, or to avoid the hiring of an employee in the bargaining unit, to effect a layoff, or to avoid the recall from layoff of employees in the bargaining unit, or to avoid the overtime payment stipulated in this Agreement.

**10.2 New Devices and Methods** - In the event that the Company introduces or permits to be used, any process, machinery or equipment which substitutes for, supplements or replaces any process, machinery or equipment being operated as of the date of this Agreement by employees within the bargaining unit, such process, machinery or equipment shall be operated by employees in the bargaining unit herein set forth.

**10.2.1** Notwithstanding any other provisions in this Collective Agreement, the parties recognize that the Company must, from time to time, introduce new technology and new devices in order to maintain or to improve the station's competitive position in the market. Similarly, the Company may replace on-air broadcasting which presently originates at the station with programming which originates elsewhere. The parties further recognize that layoffs may occur as a result of these changes. The Company agrees that such layoffs will be effected in accordance with Article 9. In the event of a layoff for the above reasons, an employee shall receive at least eight (8) weeks' notice. (See Letter of Agreement #1).

## **ARTICLE 11**

### **Employee Benefits**

**11.1 Medical and Dental Benefits – Effective January 1, 2014** employees will transition to the Company's Omniflex Benefits Plan. The benefit plan shall provide each employee with a choice of options available for single and family coverage. Details of the various benefits shall be as discussed and presented to the Union at the signing of this Agreement. The Company also agrees that in the event there are changes to the benefit plan, the Company will meet with the Union to review and discuss such changes.

**11.2 Sick Leave** – Sick Leave means the period of time an employee is absent from work. When taken ill or incapacitated they shall notify their Department Head at least one (1) hour before their shift commences if reasonably possible, by email or phone.

**11.2.1** An employee who is absent on account of sickness or quarantine shall be paid for a continuous absence prior to the eighth full calendar day of such absence. Upon the eighth full calendar day of an absence covered by Article 11.2 such absence shall be treated in accordance with the applicable Company practices currently in effect, or as amended from time to time following notification to the Union. This will include short term disability benefits of up to eight (8) weeks of at 100% of basic salary and a further eighteen (18) weeks of basic salary at 80%. The employee shall be required to apply for Long Term Disability for continuing illness or incapacity for the period exceeding twenty-six (26) weeks.

**11.2.2** Except for those incapacitated by a work related illness or injury, employees who are absent due to illness or incapacity and who do not qualify for the Long Term Disability payment in the Company Plan, shall be placed on leave without pay pending final adjudication of their claim. It is understood that an employee in this situation may otherwise be entitled to Employment Insurance, CPP Disability Benefits or social assistance while recovering from their illness.

**11.2.3** Absence because of illness or incapacity up to six (6) months shall not interrupt the accumulation of an employee's vacation credits.

a) Should an employee fall sick or become incapacitated while on authorized leave of absence, the Short Term Disability benefits will not begin until the expiration of that leave,

b) Should an employee fall ill while on vacation with the result, as certified by the attending physician's written confirmation, that the individual was confined to a hospital bed or had to be bedridden at their place of residence for more than two (2) days, disability income will be paid and the unused days of vacation will be credited to the employee,

**11.2.4** The Company and the Union recognize the need to provide disabled employees with reasonable accommodation (without undue hardship) so that an employee is not denied employment opportunities for reasons unrelated to ability. The Company and the Union agree to endeavour to apply this sub-clause to employees who have received Long Term Disability benefits for twenty-four (24) months but who are not deemed to qualify for continued receipt of such benefits by the insurance carrier, prior to considering that the employment of the employee is terminated.

**11.3 Maternity Leave/Child Care** - The Company shall grant maternity leave of absence for a period of seventeen (17) weeks without pay. Upon application, and in accordance with the Canada Labour Code, the Company shall grant up to an additional thirty-seven (37) weeks child care leave without pay. During the maternity and child care leave, seniority credits and fringe benefits contained in Article 11.4 continue to apply and the Company and the employee shall continue to pay their respective portions of the cost of such benefits. The Company shall advise the employee of the cost of their portion of the benefits prior to the commencement of the maternity leave. Vacation credits and payment for holidays shall not apply while on maternity leave. This Article shall also apply for the legal adoption of a child, except the legal adoption of a spouse's child.

**11.3.1** An employee with six (6) months or more of Company seniority is entitled to and shall be granted a leave of absence from employment as follows:

(a) Where an employee provides the Company with a certificate of a qualified medical practitioner certifying that she is pregnant, that employee shall be entitled to sixty-seven percent (67%) of salary integrated with EI benefits for seventeen (17) weeks,

or

(b) in respect of Adoption or Parental Leave, which may be taken in conjunction with (a) above, an employee is entitled to sixty-seven percent (67%) of salary integrated with EI benefits for twelve (12) weeks, and a further leave of absence without pay not to exceed thirty-seven (37) weeks.

**11.4 Medical and Group Insurance** - Where the Company discharges or suspends for at least one (1) month an employee who is entitled to coverage and who has completed the probationary period and has filed a grievance disputing such discharge or suspension, benefits set out in the welfare provisions of the Agreement shall cease for the employee. The Company shall, within one (1) week of the discharge or suspension, send by registered mail to the address of the employee on record with the Company, a copy of this provision of the Collective Agreement, together with the amount of premium required and the dates when such are due.

**11.4.1** The employee may, at their option, reply in writing, within two (2) weeks from the filing of his grievance on the discharge or suspension, to the Company for continued coverage under this Article, save and except disability and Life Insurance, pending disposition of their grievance.

The Arbitrator, if the grievance is successful, shall be limited to reimbursement to the employee for welfare to the amounts paid by the employee for coverage maintenance during such aforementioned periods.

**11.5 Pension Plan** - Employees enrolled in the Astral Media Radio (GP) Plan shall cease participation in this plan on December 31, 2013.

**11.5.1 Effective January 1, 2014** all employees shall participate in a Defined Contribution Pension Plan with contribution combinations as follows:

Employee voluntary contributions	0%	1%	2%	3%	4%
Company contributions	4%	5%	6%	6%	6%
Total contributions	4%	6%	8%	9%	10%

It is understood that pension contributions shall be vested with the employee who shall have the independence and authority to invest the proceeds as they deem appropriate in accordance with the terms of the plan.

**11.6 Bereavement Leave** - Employees shall be granted a leave of absence without loss of pay for bereavement leave for purposes of arranging for and attending the funeral as follows:

Up to five (5) consecutive working days in the event of the death of a spouse or child. Up to three (3) consecutive working days in the event of the death in the immediate family (parent, brother, sister, mother-in-law or father-in-law, brother-in-law, sister-in-law, maternal and paternal grandparents and legal guardian, and any relative permanently residing with the employee or with whom the employee resides).

Where the burial occurs outside the province, such leave shall also include reasonable travel time. Total leave under this Article is not to exceed seven (7) days. It is understood that such leave with pay will apply only to days on which the employee normally would be required to work. The term "funeral" does not include "memorial service". Payment for such days shall be at the employee's basic regular hourly rate, exclusive of premium.

**11.6.1** Employees will be granted up to one (1) day per calendar year, without loss of pay, in the event of a serious illness or injury of a member of the employee's immediate family. For the purposes of this article "immediate family" shall include the employee's spouse or partner with whom the employee resides, parent, child sibling, mother-in-law and father-in-law. The Employer will also consider requests for specified leave for other domestic and family emergencies; however, the payment for such other leave will be at the sole discretion of the Employer.



**11.6.2** The Company will grant time off, as in the past, to employees for medical, dental and eye appointments where reasonable notice is given and subject to operational requirements.

**11.7 Witness or Jury Duty** - Employees called to serve on juries or to obey a subpoena shall receive their regular salaries during such periods. As well, the employee may retain any fees received for such service. An employee serving on a jury will not be assigned to work on evenings or weekends during such jury service.

Other absences for court appearances are to be taken as vacation or unpaid time off. For example, appearing in court for traffic violations, custody hearings or divorce proceedings would be considered as other absences.

Employees must immediately provide their Manager and the benefit/payroll administrator with a copy of the request to appear in court together with a completed Notice of Absenteeism.

**11.8 Leave of Absence** - The Company will consider, on an individual basis, all requests for long term leaves of absence without pay and will not unreasonably deny any request. Notice is to be provided by the employee in writing within thirty (30) days of the proposed date of the leave.

**11.9 Education and Training** - A refund program is available to all employees enrolling in a formal job-related course of instruction at a recognized educational institution. Upon successful completion of an approved course, the Company shall reimburse fifty percent (50%) of the cost of tuition, provided tuition receipts and proof of a passing grade are supplied. Employees must first obtain management approval to qualify for a tuition refund. Then, upon completing the program, they must provide the benefit/payroll administrator with original receipts and a copy of the passing grade.

## ARTICLE 12

### Travel Provisions and Expenses

**12.1 Transportation** - The Company shall reimburse each employee for all necessary travelling and other expenses when such travel is authorized by the Company. Use of the employee's own automobile for transportation in connection with their assigned duties must be previously authorized before reimbursement will be made.

**12.1.1** In such authorized cases the Company shall reimburse the employee at the rate of forty-six cents (46¢) per kilometre with a minimum payment of five dollars (\$5.00) for each completed trip (i.e., a trip is completed each time an employee returns to base). The Company shall have the right to determine the method of transportation used except that the use of public motor buses shall not be required when other methods of transportation are available. Employees shall not be required to use their own automobiles unless they consent thereto. Employees shall be reimbursed as promptly as possible, but not more than four (4) weeks after their submission for all authorized expenses made for and on behalf of their assignments, as provided herein, upon submitting a statement for approval on forms prescribed by the Company. The Company agrees that in the event there are changes to the Company's mileage reimbursement policy the Company will meet with the Union to review and discuss such changes.

**12.1.2** The Company agrees to maintain adequate liability insurance on all vehicles owned or rented by the Company which it requests an employee to drive. Said vehicles will be maintained in a safe operating condition. Employees shall not be penalized for accidents with the Company vehicles while on an assignment except in cases of proven negligence or impairment.

**12.1.3** Employees shall be credited with all time used during their day's assignments in which travelling is authorized.

**12.1.4** When employees are required to end a tour of duty at a time when public or other transportation is not available, taxi fare home will be

provided, when required, to a maximum of twenty dollars (\$20.00) upon submission of a proper receipt.

**12.2 Expenses** - When an employee is required to work "out- of-town", they shall be reimbursed for the cost of any meal required during their regular meal period as follows:

(a)	Breakfast	\$12.00
(b)	Lunch	\$16.00
(c)	Dinner	\$22.00
(d)	Subsequent	\$ 7.00

**12.3 Definition of Location and Location Expenses** - For the purposes of this Agreement, the following definition of "location" shall apply:

(a) "Local" location is considered to be any point within a twenty-five (25) mile radius of the station in Pembroke.

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

**12.3.1 Per Diems** - Employees on "out-of-town" assignments which require overnight accommodation, shall receive a per diem allowance of fifty-seven dollars (\$57.00) to cover the cost of meals and miscellaneous expenses for each completed twenty-four (24) hour period, or three dollars (\$3.00) per hour to a maximum of fifty-seven dollars (\$57.00) when absences involve fractions of a day. Where exceptional conditions require higher per diems than those contained herein, the Company will provide an additional amount based on conditions at the location concerned.

**12.3.2** Employees on "out-of-town" assignments requiring overnight accommodation shall receive single occupancy "Three Diamond" accommodation as per CAA standards at Company expense, when available at the location concerned.

## ARTICLE 13

### Annual Vacation and Paid Holidays

**13.1 Annual Vacations** - Employees shall be entitled to an annual vacation with pay in accordance with the following table:

Years of Service	Vacation in Working Days
Less than 1 year	1.5 days per month (maximum 15 days)*
1 - 6 years	15 days
7 - 11years	20 days
12-17 years	23 days
18 -24 years	25 days
25 years and above	30 days

\*Prorated according to portion of calendar year worked (1.5 days per month for a maximum of 15 days). If the hiring date is between the 1<sup>st</sup> and the 15<sup>th</sup> the entire month will be considered in the vacation calculation. If the hire date is after the 15<sup>th</sup> the current month will then be excluded from the calculation.

Employees who have obtained a higher milestone as of January 1, 2014 shall be entitled to maintain the higher vacation entitlement until they reach the next milestone in accordance with the above table.

- a) An employee shall be credited on January 1<sup>st</sup> with the calendar year credits. Employees attaining a milestone within the forthcoming calendar year shall be credited with the milestone on January 1<sup>st</sup>.
- b) Vacation must be taken between January 1 of the calendar year in which they are earned and April 30<sup>th</sup> of the following year. In extenuating circumstances only, and with the permission of the Vice-President and General Manager, earned vacation credits may be carried beyond April 30<sup>th</sup>.

c) Employees who at the signing of this agreement had remaining credits with Astral Media Radio (GP) prior to December 31, 2012 will be allowed to bank these credits and must use these credits prior to December 31, 2016. If the employee leaves the Company for any reason prior to December 31, 2016 the remaining banked credits shall be paid out in cash.

d) Employees returning to work following; sick leave, Maternity, Adoption and Parental leave shall have sixteen months from the date of their return to work to use up vacation entitlements which they had earned prior to and during Maternity and Adoption Leave.

e) If employment is terminated involuntarily all earned vacation credits shall be paid out in cash. If the employee quits it is understood vacation credits not taken prior to leaving the Company will not be paid except for what is required by the Canada Labour Code, 4% or 6% if applicable). In such circumstances, the employee's vacation eligibility before leaving the Company is prorated according to the portion of the year worked.

f) Eligible part-time employees are entitled to receive vacation with pay in accordance with the table above except that their entitlement shall be prorated by hours worked within the vacation year.

**13.1.2 Scheduling of Annual Vacation** - Employees shall have the right to take their vacations at any time, and subject to scheduling, preference shall be given employees within the functional group, on the basis of Company seniority. The employee's application shall be submitted, in writing, to the supervisor, at least sixty (60) days in advance of the projected vacation and the Company shall confirm the granting of such dates forty (40) days before the start of the vacation. Where employees require long term notice of vacation schedules to plan and confirm travel arrangements, the Company will endeavour to confirm the granting of such vacation requests of these employees. When the projected vacation is to begin and/or end during the months of July and August, the request shall be submitted prior to April 1st.

Subject to scheduling emergencies, approved vacation schedules will be posted no later than May 1st. As in the past, the Company will not unreasonably deny requests for vacation schedules on short notice.

**13.1.3** Every employee shall be entitled to have at least two (2) weeks of their vacation period scheduled consecutively and request for additional consecutive vacation entitlement will not unreasonably be denied. "On-air" personnel may be denied vacation requests during a ratings period.

**13.1.4** The vacation year shall be from July 1st to June 30th. In special circumstances, with the written agreement of the Company, employees may be allowed to waive their vacation period and allow their vacation credits to accumulate.

**13.1.5** Employees may, for specific purposes and my mutual agreement, schedule portions of their vacation credits without scheduling blocks of five (5) days. Such use of vacation credits must be scheduled.

**13.2 Holidays with Pay** – The following shall be paid holidays:

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

a) In addition, regular part-time and regular full-time employees shall be entitled to two (2) personal floater days per calendar year. Eligibility to personal floater days is determined as follows:

- (i) the employee is eligible for two (2) personal floater days if actively at work for at least nine (9) months in the calendar year;
- (ii) the employee is eligible for one (1) personal floater day if actively at work for at least three (3) months but less than 9 months in the calendar year;

(iv) an employee is not eligible for personal floater days if actively at work for less than three (3) months in the calendar year.

b) Personal float days not taken during the calendar cannot be carried over to the next calendar year and are forfeit.

c) In the event that the Federal Government declares an additional Statutory Holiday such holiday will be added to the holidays and personal floater days above.

**13.2.1** Employees shall be compensated for the above holidays in the following manner:

(a) If the holiday falls on a regular working day and the employee is not required to work, they shall receive their normal basic pay for such day [seven (7) hours at the straight time rate].

(b) If the holiday falls on a regularly scheduled day off or during their vacation period, the employee may add one (1) day to their annual leave or be given one (1) day off with pay at a mutually agreeable time.

(c) If a holiday falls on a scheduled work day and the employee is required to work, they shall receive two and one-half (2½) times their basic rate (which amount shall include their basic rate) with a minimum credit of seven (7) hours.

(d) If the holiday falls on a scheduled day off and an employee is required to work, they shall receive three (3) times their basic rate with a minimum credit of seven (7) hours.

(e) Any time worked in excess of seven (7) hours on a holiday shall be compensated at one-half (½) the basic rate in addition to the rates provided in (c) and (d) above.

**13.2.2** With respect to Article 13.2.1, (c) or (d), an employee, at their own option, shall be permitted to add one (1) day off to their annual leave or be given one (1) day off with pay at a mutually agreeable time, and this shall result in a reduction of seven (7) hours times the basic rate only from the holiday payment earned under either Article 13.2.1, (c) or (d). The employee shall indicate their option on their weekly time sheet for such holiday.

**13.3 Scheduling of Christmas and New Year's** - Before December 1st of each year the employees will advise the Company of their preference of days off to be scheduled over the Christmas and New Year's holidays. The employee's choice of days off shall be considered on the basis of Company seniority within the functional group and each employee, if they so request, shall be scheduled off on either Christmas Day or New Year's Day.

## **ARTICLE 14**

### **Hours and Scheduling of Work**

**14.1 Work Week** - The thirty-five (35) hour work week shall commence at 12:01 a.m. Sunday. The work day shall consist of a minimum seven (7) consecutive hours, and a one (1) hour unpaid first meal period. All other meal and break periods shall be inclusive of the work day.

There shall be two (2) consecutive days off. These two (2) consecutive days off may be in separate work weeks, i.e., Saturday and Sunday. The five (5) work days in any work week need not necessarily be consecutive; they may be separated by the two (2) consecutive days off.

**14.2 Tour of Duty** - A tour of duty or tour shall mean the authorized and/or approved time worked by an employee during a day, calculated to the end of the last quarter ( $\frac{1}{4}$ ) hour in which work was performed. If a tour of duty extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it starts. There will be no assignment of split shifts.



**14.3 Overtime Computation** - All scheduled time worked in excess of seven (7) hours in any one (1) day shall be paid at the rate of one and one-half (1½) times the basic hourly rate of the employee. Employees shall be compensated at twice the basic hourly rate for all hours worked in excess of four (4) overtime hours in a tour of duty.

**14.3.1** The Company will use its best efforts to assign overtime in a fair and equitable manner.

**14.4 Posting of Schedules** - Each employee's work schedule shall be posted by 4:00 p.m. two (2) Fridays prior to the week covered by the work schedule. The schedule shall state clearly daily starting and finishing time and days off. Days off shall be frozen from the Friday one week before the weekly schedule is in effect to the end of that weekly schedule. Notice of change in starting time shall be given as much in advance as possible, but not later than 1:00 p.m. of the last working day prior to the day in question. If such notice is not given, the employee shall be credited with all hours originally scheduled plus any additional hours, provided that such time is paid for at the appropriate rate.

When an employee is on duty, the Company will be deemed to have given notice when such notice is posted and the Company has made every reasonable effort to reach the employee. If the employee is off duty, the Company will notify the employee directly. It is the intent of the foregoing to ensure that each employee shall be apprised of their daily work schedule at the earliest possible time.

**14.4.1** Except where employees are hired to work specific weekend shifts, the department heads will arrange work week schedules so that each employee shall have at least three (3) weekends off per calendar quarter, unless agreed to otherwise by the employee and Management.

**14.4.2** Except where employees are hired to work night shifts, work schedules of employees shall be so arranged whereby no employee shall be required to work more than two (2) consecutive calendar weeks [ten (10) working days] on the night shifts. Exceptions may be granted when

requested by the Company and agreed to by the employee. Where possible the starting time during any work week shall be consistent.

**14.5 Scheduled Days Off** - The two (2) consecutive days off shall consist of forty-eight (48) hours plus the turnaround period of twelve (12) hours for a total of sixty (60) hours. A single day off shall consist of twenty-four (24) hours plus a turnaround period of twelve (12) hours for a total of thirty-six (36) hours. Where two (2) consecutive days off in one (1) week are taken contiguously to the two (2) consecutive days off in the following week, only one (1) turnaround period shall apply.

**14.6 Work on Scheduled Days Off** - When an employee agrees to work on a scheduled day off, work performed on that day shall be compensated at one and one-half (1½) times the basic rate, with a minimum credit of four (4) hours. When an employee works on a second consecutive day off, after having worked on their first day off, work performed on the second day off shall be compensated at two (2) times the basic rate, with a minimum credit of seven (7) hours. When an employee works in excess of seven (7) hours on a scheduled day off, the employee shall be compensated at one-half (½) the basic hourly rate, in addition to the rates provided above.

Where the employee and supervisor agree an employee may take time off in lieu of pay for work performed on a scheduled day off the time off shall be credited at the rate at which it is earned. For example, seven (7) hours at one and one-half (1 ½ ) times the basic rate is equal to ten and one half (10 ½ ) hours off. A record shall be kept by the Company of all time accumulated in this fashion and the time off shall be scheduled at a time which is mutually acceptable between the employee and the supervisor. Time credited and not take by June 30th each year shall be paid out in cash.

**14.6.1** Notice of cancellation of assigned work on a scheduled day off or on a holiday shall be given no later than the fourth (4th) hour of the previous shift of the employee concerned. If such notice is not given, the employee shall receive a minimum of four (4) hours' pay at the basic rate, computed separately from the work week.

**14.7 Turnaround** - A turnaround period is the period of at least twelve (12) hours between the end of one (1) tour of duty and the commencement of the next tour of duty, or between the end of a call-back and the commencement of the next tour of duty, whichever is later.

**14.7.1** All time worked which encroaches on the turnaround period shall be paid for at an additional one-half ( $\frac{1}{2}$ ) the basic hourly rate computed separately from the work week except as provided in Article 14.7.3.

**14.7.2** In the event a turnaround period is less than four (4) hours, the shift shall be considered continuous.

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

(a) On a swing-in-shift, on a regular rotating shift pattern, which occurs in conjunction with an employee's day off.

(b) On a shift where an employee is released from duty to attend Labour/Management meetings.

**14.8 Call-Back** - Should an employee, who has completed their tour of duty, be called back to work, they shall be paid at the time and one-half ( $1\frac{1}{2}$ ) rate with a minimum credit of four (4) hours.

**14.8.1** An employee, at their own discretion, may refuse to work call-back as outlined in Article 14.8 and they shall not be penalized for such refusal. Should all qualified employees who could be reached refuse a call-back, the Company can assign the work to anyone in that functional group.

**14.9 Temporary Upgrades -**

(a) Whenever an employee is assigned a task in a classification with a higher rate of pay, the Employer agrees to pay an additional two dollars (\$2.00) per hour, with a minimum credit of two (2) hours.

(b) Where the employee is designated by the Company to temporarily act in a supervisory position not covered by this

Agreement, the employee so designated shall be entitled to the upgrading set forth in Article 14.9 (a).

**14.9.1** Without their consent, no employee shall be permanently transferred or assigned to a position outside the bargaining unit and the employee will not be penalized for such refusal.

**14.10 Excessive Hours and Safety** - The Company shall not assign excessive hours of work to employees. The Company also agrees to give proper attention to the elimination of working conditions which are a hazard to the health and safety of employees.

**14.10.1** Where the Health and Safety Committee and the Canada Labour Code, Part II, requires it, the Company agrees to supply protective clothing and/or safety devices for employees on assignments (e.g., remotes, towers), where conditions require their use and to supply other special attire where required.

**14.10.2** A first-aid kit will be maintained in the control room area in each studio, on all locations and in all Company vehicles. All vehicles provided by the Company for travel to and from remote sites shall contain: first aid kits, basic tools, survival equipment and a safety partition. The transmitter vehicle shall also be equipped with a radio-telephone in good working order.

**14.10.3** No employee shall be disciplined or discharged for refusal to work on a job in any work place or to operate any equipment where they have reasonable grounds to believe that it would be unsafe or unhealthy to do so or where it would be contrary to applicable Federal legislation. Where, in such circumstances, the employee does not work, they shall not suffer a loss of pay.

**14.10.4** The Company shall provide inspections and necessary repairs to VDT's to ensure that equipment meets pertinent Federal standards. The Company will provide for employees who are pregnant and who operate VDT's protective screens for the duration of the pregnancy.

**14.10.5** A Joint Health and Safety Committee shall be constituted consisting of an equal number of representatives of Management and the Union, which shall identify potential dangers and health hazards, and obtain information from the Company or other persons respecting the identification of hazards and health and safety experience and work practices and standards elsewhere. The committee shall meet at least once a month. Notes shall be taken of all meetings and copies shall be sent to the Company and the Union. Time spent on the Safety Committee to attend meetings or inspections will be considered as time worked.

**14.10.6** Two (2) representatives of the Joint Health and Safety Committee, one (1) from Management and one (1) from the Union, shall make periodic inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. Time spent on such inspections shall be considered as time worked.

**14.10.7** The Joint Health and Safety Committee shall have access to the accident reports submitted to the Insurance Company and the government or its agencies.

**14.10.8** In the case of hazardous, inclement weather, no reasonable request for assistance in servicing remote sites will be denied.

## **ARTICLE 15**

### **Meal Periods and Break Periods**

**15.1 First Meal Period** - The present practice of employees receiving a first meal period of not less than thirty (30) minutes, and not more than sixty (60) minutes, shall be continued. Should an employee not receive their normal meal period as in the past, the employee shall add thirty (30) minutes to their tour of duty to be paid at the appropriate rate.

**15.2 Second Meal Period** - A second meal period of not less than one-half ( $\frac{1}{2}$ ) hour, and not more than one (1) hour's duration shall be received in tours of duty of more than ten (10) hours, during which a first meal period was

received. If an employee does not receive a half (½) hour second meal period, one-half (½) hour will be added to the tour of duty to be paid at the appropriate rate.

**15.3** In no event shall an employee be required to work more than six (6) hours without a meal period, except in the case of a broadcast "on-air" emergency and during the weekend morning radio shift where an employee may work six and one-half (6½) hours without a meal period.

**15.4 Rest Periods** - All employees shall be entitled to two (2) fifteen (15) minute rest periods during each seven (7) hour tour. Rest periods shall be arranged so as not to interfere with the efficient operation of the station. Rest periods shall not be deducted from hours of work.

## **ARTICLE 16**

### **General Wage Provisions and Wages**

**16.1** Employees shall be paid according to the salary range of the classification for which they are hired and/or assigned.

**16.2** When an employee is promoted into a higher pay classification they shall immediately move into the higher salary range and receive a salary increase of at least five percent (5%) of their basic weekly wages. At its discretion management may increase the employee's salary by a higher amount.

**16.3** Regular wages shall be paid on every second Friday, one week in arrears, for the two (2) week period ending on the previous Saturday. Payment for overtime, premiums or penalty payments and for those employees whose work is irregular shall be made not later than the second pay date following the pay period during which such work was performed and claimed.

**16.4** Any employee returning to work in their former classification after a layoff shall return at the rate of pay according to their classification at time of said layoff.

**16.5** In the event that there is a change made to an employee's timecard the Supervisor will consult with the employee. If the change is not agreed to a copy of the revised time card will be given to the employee.

**16.6** Groups for the purpose of wage classification shall be as follows:

**Wage Classifications**

Classification 1: Part-time Operator (**hourly**)

Sep 1 2013		Sep 1 2014		Sep 1 2015	
Bottom	Top	Bottom	Top	Bottom	Top
\$10.25	\$13.45	\$10.43	\$13.69	\$10.64	\$13.96

Classification 2: Receptionist, Office Clerk, Cleaner

	Sep 1 2013		Sep 1 2014		Sep 1 2015	
	Bottom	Top	Bottom	Top	Bottom	Top
Annual	\$22,380	\$29,404	\$22,771	\$29,918	\$23,227	\$30,517
Weekly	\$430	\$565	\$438	\$575	\$447	\$587

Classification 3: Creative Services Writer,  
 Producer 1 (up to two years experience),  
 Announcer 1 (up to two years experience),  
 News Announcer 1 (up to two years experience)

	Sep 1 2013		Sep 1 2014		Sep 1 2015	
	Bottom	Top	Bottom	Top	Bottom	Top
Annual	\$23,127	\$32,348	\$23,532	\$32,914	\$24,003	\$33,572
Weekly	\$445	\$622	\$453	\$633	\$462	\$646

Classification 4: Traffic Clerk, Announcer 2

	Sep 1 2013		Sep 1 2014		Sep 1 2015	
	Bottom	Top	Bottom	Top	Bottom	Top
Annual	\$26,952	\$40,323	\$27,423	\$41,029	\$27,972	\$41,849
Weekly	\$518	\$775	\$527	\$789	\$538	\$805

Classification 5: News Reporter/Editor,  
 Senior Creative Services Writer,  
 Producer 2,  
 Maintenance Technician

	Sep 1 2013		Sep 1 2014		Sep 1 2015	
	Bottom	Top	Bottom	Top	Bottom	Top
Annual	\$29,970	\$42,961	\$30,494	\$43,713	\$31,104	\$44,588
Weekly	\$576	\$871	\$586	\$886	\$598	\$904



Classification 6: Morning Drive Announcer

	Sep 1 2013		Sep 1 2014		Sep 1 2015	
	Bottom	Top	Bottom	Top	Bottom	Top
Annual	\$32,941	\$47,875	\$33,517	\$48,713	\$34,188	\$49,687
Weekly	\$633	\$921	\$645	\$937	\$657	\$956

**16.7.1** The rates in the above scales are minimum rates.

**16.7.2** For purposes of computation and this Agreement the basic hourly rate of the employee shall be 1/35 of the weekly salary set forth above.

**16.8 Stand-By** - Maintenance Technicians, and Reporters assigned to stand-by during their off hours shall be compensated at the rate of one dollar and twenty cents (\$1.20) per hour. However, when assigned to stand-by on a scheduled day off, a minimum payment of twenty-two dollars (\$22.00) shall be paid. Stand-by shall be computed separately from the work week and shall be paid in addition to any payments required under the Agreement for time worked.

**16.9 Fee Services** - An employee shall be paid one hundred and sixty dollars (\$160.00) for each four (4) hour remote broadcast or eighty-five dollars (\$85.00) for each two (2) hour remote broadcast. Should the remote extend beyond the scheduled two or four (2 or 4) hours, the announcer shall be paid a further talent fee for all hours beyond the scheduled hours on a prorated basis. The hours referred to above include travel, set-up and tear-down time. The Company shall endeavour to rotate these remotes on an equitable basis throughout the announce staff, where possible.

Effective September 1, 2014 the rate will be: 4-hour \$170.00, 2-hour \$90.00

Effective September 1, 2015 the rate will be: 4-hour \$180.00, 2-hour \$95.00

## **ARTICLE 17**

### **Outside Activities**

**17.1** Full-time employees shall be free to engage in activities outside the hours of work, as in the past, provided:

- a) that such activities are not in direct competition with the activities of the Company;
- b) that no employee may exploit their connection with the Company;
- c) that such activity does not adversely affect their work for the Company.

Where a question arises with regard to “competition” in item (a), the employee concerned shall first notify the Market Manager of all pertinent details and where such work would be in violation of this Article. Where permission is denied the Market Manager shall provide reasons in writing.

## **ARTICLE 18**

### **Effective Date and Duration**

**18.1** This Agreement shall commence on September 1, 2013, and shall remain in force until August 31, 2016.

**18.2** In the event that prior to the expiration date of this Agreement either party desires to negotiate a new Agreement, notice in writing by registered mail or fax shall be given to the other party not less than thirty (30) days and not more than ninety (90) days prior to the expiry date of this Agreement. In the event such notice is given, this Agreement shall continue in full force, until a new Agreement is concluded or until a lawful strike or lockout is executed, pursuant to the provisions of the Canada Labour Code, whichever first occurs. If notice of desire to modify this Agreement is given as specified above, and the resultant negotiations extend beyond the expiry date of this Agreement, all provisions of the new Agreement shall be retroactive to such expiry date.

**18.3** Upon receipt of notice from either party of a desire to negotiate a new Agreement as provided in Article 18.2 above, a meeting shall be held between the parties within twenty (20) days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached, or until either party makes application for conciliation.

**18.4** If neither party gives notice of termination nor a desire to negotiate a new Agreement, this Agreement shall be automatically renewed for a further period of one (1) year.

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2015.

CHVR-FM, div. Bell Media Inc.

\_\_\_\_\_  
Mr. Richard Gray  
V.P. & General Manager, CHVR-FM  
Bell Media Inc.

\_\_\_\_\_  
François Beaudry  
Director Human Resources  
Bell Media Inc.

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David Lewington  
National Representative  
Unifor and its Local 717M

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Adam Freeman  
Local 717M

## **LETTER OF AGREEMENT NO. 1**

### **Layoffs - Technological Change**

The Company confirms that it presently intends to continue its existing practice regarding severance payments in case of layoffs due to technological changes. Namely, one (1) month pay per year of service, (prorated) in the case of layoff due to technological change. The parties agree that severance due to other reasons will continue to be dealt with under Article 9.

François Beaudry  
Director Human Resources  
Bell Media Inc.

David Lewington  
National Representative  
Unifor and its Local 717M

## **LETTER OF AGREEMENT NO. 2**

### **Personal Appearances**

The parties agree that Announcers-Operators may be assigned to make personal appearances on behalf of CHVR promotional events without additional compensation under the Collective Agreement. Such appearances shall be for a maximum of three (3) hours and may only be assigned on an occasional and equitable basis to a maximum of four (4) per month among Announcer-Operators. The above does not include Fee Services as outlined in Article 16.9, where the client pays a remote fee to the Company.

François Beaudry  
Director Human Resources  
Bell Media Inc.

David Lewington  
National Representative  
Unifor and its Local 717M

## **LETTER OF AGREEMENT NO. 3**

### **Union/Management Committee**

Quarterly meeting shall be scheduled for and established Union-Management Committee. This Union-Management Committee shall consist of two (2) participants from each side and shall serve as a forum for the resolution of matters relevant to the successful working relationship between management and union employees. This committee shall also serve as a forum to discuss employee relations issues, relevant to the bargaining unit, which may affect the work environment. The committee may also meet at the call of either party. Time spent attending such meetings will be considered as time worked.

François Beaudry  
Director Human Resources  
Bell Media Inc.

David Lewington  
National Representative  
Unifor and its Local 717M

## LETTER OF AGREEMENT No. 4

### Anti Harassment

The Company and the Union agree that all employees shall be treated with respect and dignity within the workplace regardless of their position. Harassment of any kind will not be tolerated.

#### Definition of Discrimination/Harassment

Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome, that denies individual dignity and respect on the basis of such grounds as outlined in Article 5 of the Collective Agreement. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

Discrimination or harassment can include (but is not limited to):

- (a) verbal abuse, abusive language or threats, unwanted sexual attention, racial or ethnic slur;
- (b) unwelcome remarks, jokes and innuendoes, or taunting about a person's body, attire, or sexual orientation;
- (c) practical jokes which cause awkwardness or embarrassment;
- (d) unwelcome invitations or requests, whether indirect or explicit, or intimidation;
- (e) leering at a person's body or other gestures;
- (f) condescension which undermines self-respect;
- (g) unnecessary physical contact such as touching, patting, pinching, punching;
- (h) physical and/or sexual assault.

#### What Harassment is Not

Properly discharged supervisory responsibilities including disciplinary action are not considered to be harassment. A Union officer acting in good faith on behalf of a member of the Union.



## What to Do if You are Being Discriminated Against or Harassed

Harassed - An employee who believes that he or she is being harassed should not assume that the problem will go away by itself. The employee should not assume that the harassment has to be endured because of possible retaliation, nor should the employee feel guilty or embarrassed. The following steps should be followed:

STEP 1: Say "NO". Tell the person who is harassing you that his or her behaviour is unwelcome by clearly describing the behaviour that you find unacceptable and asking that the behaviour stop. If you are not comfortable talking to the individual, contact your immediate supervisor, a union steward, or manager to raise the issue on your behalf.

STEP 2: Make a record of the harassment - date, time, location, what happened, witnesses, any action you took to stop the behaviour.

### Resolving the Complaint

Upon receipt of a complaint, the union steward, supervisor, or manager will pass the complaint to the designated Company representative, in accordance with the Standard Broadcasting Corporation Anti-harassment Policy, whose responsibility it is to conduct an investigation. The investigation will be undertaken which will involve interviewing: the complainant, the alleged harasser, and anyone else who has information.

The alleged harasser will be made aware of the complaint and be given an opportunity to respond.

All information gathered will be held in strict confidence and documented. The complainant's name and/or the circumstances relating to the complaint will not be disclosed to any person except where disclosure is necessary for the purpose of investigating the complaint or initiating disciplinary measures.

Every effort will be made to resolve the complaint in a way that is acceptable to the complainant. If harassment is founded, the harasser will be subject to appropriate discipline which shall be the decision of management to make.

If the complaint is found to be without merit, all documentation will be destroyed. In order to protect the alleged harasser's reputation, those individuals who were involved in the investigation will be advised that the complaint was unfounded. If the complaint is found to be vexatious the complainant will be subject to appropriate discipline which shall be the decision of management to make.

The purpose of this Letter of Agreement is to stop harassment when it occurs and to ensure that all employees are aware of their obligations to ensure a workplace which is free of all forms of harassment.

François Beaudry  
Director Human Resources  
Bell Media Inc.

David Lewington  
National Representative  
Unifor and its Local 717M

## **Letter of Agreement No. 5**

### **Maintenance Technician**

The parties agree that the Company shall not be required to post and fill the position of Maintenance Technician as a result of this agreement. It is understood that in accordance with Article 10 the Company may contract out this work. The Company may extend any existing technical service agreements and arrangements. Should the Company decide to fill the position of Maintenance Technician it is agreed that such position will fall within the bargaining unit.

François Beaudry  
Director Human Resources  
Bell Media Inc.

David Lewington  
National Representative  
Unifor and its Local 717M

## **Letter of Agreement No. 6**

### **Dues Amount**

The Company agrees to pay a dues amount of ten dollars (\$10.00) to the Union for each day, or part thereof, where it assigns an employee from another Astral Media Radio GP Station operation to assist with or perform technical maintenance at CHVR-FM in Pembroke.

François Beaudry  
Director Human Resources  
Bell Media Inc.

David Lewington  
National Representative  
Unifor and its Local 717M

## **Letter of Agreement No. 7**

### **Adam Freeman**

The Company agrees to make Adam Freeman full-time effective December 1, 2013 and shall receive full credit for prior part-time service in establishing his full-time seniority date. The Company further agrees that Adam Freeman shall have continuity of health benefits in the transition from Astral Media Radio (GP) to Bell Media Omniflex benefits.

The parties further agree that Adam Freeman shall be classified at the start rate of Class 4, Announcer 2 and shall receive the negotiated increases in accordance with this memorandum.

François Beaudry  
Director Human Resources  
Bell Media Inc.

David Lewington  
National Representative  
Unifor and its Local 717M

## **Letter of Agreement No. 8**

### **Pay Cycle Harmonization**

Effective January 1, 2014 the pay cycle will be harmonized by Bell Media; where employees will be paid biweekly one week in arrears through direct bank deposit. At the commencement of harmonization employees shall be advanced one (1) extra weeks' pay. In the proceeding five (5) pay periods one (1) days' pay shall be deducted.

François Beaudry  
Director Human Resources  
Bell Media Inc.

David Lewington  
National Representative  
Unifor and its Local 717M

## **Letter of Agreement No. 9**

### **Brian Burton – SRA**

At the signing of this Agreement and until December 31, 2013 Brian Burton shall continue to participate in the Astral Media Radio (GP) Defined Benefit Pension Plan. Effective on January 1, 2013 Mr. Burton shall be enrolled in the Bell Media Defined Contribution Pension Plan as outlined in Article 11.4.

The Company agrees to provide a Special Retirement Allowance (SRA) to Brian Burton as proposed and provided by the Company (attached). The SRA will accrue for every year of future service following January 1, 2014 (including for an employee on disability) until age 65 and is payable upon the employee's retirement from Bell Media, pre-retirement death or involuntary termination, which includes layoff.

The Company confirms that it will secure the SRA through a Retirement Compensation Agreement (RCA) as defined under the Income Tax Act. Therefore the Company will fund the SRA on an annual basis through a RCA via a separate trust.

François Beaudry  
Director Human Resources  
Bell Media Inc.

David Lewington  
National Representative  
Unifor and its Local 717M

## **Letter of Agreement No. 10**

### **Carrie-Ann Tantalo**

The Union and the Company agrees that Carrie-Ann Tantalo is fulfilling the role of “Program Director” pursuant to Article 2.2 of the agreement and is therefore “excluded” from the bargaining unit. The Company agrees to remit a “dues equivalent” to the Union for the “On Air” co-hosting role that she performs. The Union agrees that this co-hosting role is part of her normal job function in accordance with Article 10.1.1 (a).

François Beaudry  
Director Human Resources  
Bell Media Inc.

David Lewington  
National Representative  
Unifor and its Local 717M



## **Letter of Agreement No. 11**

### **Part Time Employees**

Effective upon ratification the following adjustments shall be made with respect to part-time employees:

Riley Cressman will receive the negotiated increases in accordance with this memorandum.

Rodney Cressman's part-time rate shall be adjusted to \$11.55 and he will be eligible to receive a temporary upgrade when he performs outside the part-time operator category. He shall also receive the negotiated increases in accordance with this memorandum.

Walter Latham will be entitled to the following benefits in recognition of his part-time regular status: life and AD & D insurance, prorated vacation, and participation in the Company's DC pension plan. He shall also receive the negotiated increases in accordance with this memorandum.

François Beaudry  
Director Human Resources  
Bell Media Inc.

David Lewington  
National Representative  
Unifor and its Local 717M

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# **COLLECTIVE AGREEMENT**

**Between**

**CHVR-FM, Division of Bell Media Inc.**

**-and-**

**Unifor and its Local 717M**



**UNIFOR**  
theUnion | Canada

**September 1, 2013**

**To**

**August 31, 2016**