

**COLLECTIVE AGREEMENT**

**BETWEEN**

**Metromedia CMR Broadcasting Inc.**

**And**

**LOCAL 614 M**

**Communications, Energy and Papetworks Union of Canada,  
(CEP)**

RECEIVED  
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**SYNDICAT CANADIEN  
DES COMMUNICATIONS,  
DE L'ÉNERGIE ET DU PAPIER**



**EXPIRES ON THE 31st OF DECEMBER 2008**

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## INTRODUCTION

"It is the intent and purpose of this Agreement to recognize the community of interest between the parties in promoting co-operation between the Employer and its employees, consistent with the rights of both parties. To this end, the Union agrees that it will cooperate with the Employer in the observance of the provisions of this Agreement and of the Employer's regulations pertaining to employees, that it will assist the Employer and its supervisory personnel in bringing about a high level of efficiency on the part of all employees and to maintain at all times in its negotiations with the Employer and in its discussions with individual employees, the concept that each employee shall give a fair return of his services. The Employer agrees that it will not discriminate against any employee's participation in legal union activities and that it will, upon reasonable notification, permit **free** access to its premises by an accredited Union representative to enable him to observe whether the provisions of this agreement are being complied with. If the visit involves entry into restricted areas, arrangements are to be made at the time when notification is given. The Agreement is therefore designed to set forth clearly the rates of pay, hours and conditions of employment to be observed between the parties."

## ARTICLE 1-INTENT

1. The Employer recognizes the Union as the exclusive Bargaining Agent for all persons employed in the Unit certified by the Canada Labour Relations Board on July 10, 1995 and amended thereafter.. See Appendix A

**1.2 Whenever the employer decides to modify or add a new job , classification and/or job description, it must advise the Union as soon as possible of its intention. Both parties will then bargain all applicable working conditions.**

## ARTICLE 2- DEFINITIONS

2.1 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."

2.2 The terms *Company, Management, Employer*, as used in this Agreement, shall mean MetromediaCMR Broadcasting Inc."

2.3 The term "unit", as used in this Agreement, shall mean the bargaining unit herein before defined."

2.4 Wherever the term functional group, or department is used in this agreement, it shall denote any of the following groups: on-air, technical employees and office employees.

2.5 Wherever the term On-Air personnel is used in this agreement it shall denote persons employed in one of the following job classifications: journalist, sportscaster, traffic reporter, announcer, announcer-operator, **talk show producer**

**2.6 All references to “days” in this agreement are considered “calendar days” unless specified otherwise.**

**ARTICLE 3-MANAGEMENT RIGHTS**

3.1 The Union acknowledges that it is the exclusive function of the Employer to hire, promote, judge and evaluate personnel qualifications and employee performance, demote, transfer, reclassify and to discipline or discharge any employee, provided that a claim by an employee who has completed the probationary period that he has been treated in a manner inconsistent with any of the terms of this Agreement may be the subject of a grievance and dealt with as hereinafter provided.

3.2 The Union recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location, number and size of plants, the direction of the working forces, the organizational placement of function, the amount and type of supervision necessary, of machines and technical equipment, procedures and standards of operation, the content of programs, the right to decide on the number of employees needed by the Employer at any time, operating schedules and the selection, procurement, designing and engineering of equipment which may be incorporated into the Employer's plant, control over all operations, building, machinery, equipment and employees, are solely and exclusively the responsibility of the Employer.

3.3 It is understood and agreed that, in addition to the above, any and all of the rights, powers or authority the Employer had prior to the signing of this Agreement are retained by the Employer, except those specifically abridged, delegated, granted or modified by this Agreement.

**ARTICLE 4-UNION AND DUES**

4.1 During the term of this Agreement, the Employer agrees to deduct monthly from the salary of each employee in the bargaining unit, an amount equal to the uniform dues and assessments, as levied by the National Union, based on the gross monthly earning of every employee in the bargaining unit. **The Union will notify the Employer at least 30 days in advance by registered mail of the rate to be deducted.**

4.1.1 Gross monthly earning, for the purpose of calculation of union dues, includes all remuneration i.e., basic pay, talent fees, above-scale payments or bonuses, vacation pay, public appearances fees. It does not include separation pay or non-cash benefits: i.e. group benefits, taxi or car allowances, travel allowances, clothing allowances, and payments under article 15.6

4.2 The Employer agrees to remit the moneys so deducted by cheque payable in Canadian Funds to the nominee of the President of the Union not later than the fifteenth (15th) day of the following month. The Employer, when remitting such dues, shall name the employee from whom deductions have been made, the respective amounts deducted and the names of the employees within the bargaining unit who have left or joined the Employer since the last payment.

4.3 Each year the Employer shall include on the T-4 and Relevé 1 slips issued to each employee, the total amount of dues deducted at source and

forwarded to COMMUNICATIONS ENERGY AND PAPERWORKS UNION OF CANADA.

4.4 Present employees who are members in good standing of the Union, and those who will become members in the future, shall remain members in good standing of the Union for the duration of the present Agreement or its renewal.

4.5 All future employees covered by the terms of the present Agreement shall be considered members of the Union on the first day of employment and remain members in good standing as long as they are employed. Employees reinstated in a Unit job after lay-off, leave without pay, or filling of a job not included in the bargaining unit, shall resume their status as members in good standing of the Union on the day they were reinstated in the Unit.

4.6 A member in good standing is an employee who has paid his initiation fee and his dues.

4.7 The Union agrees to accept as members, employees who hold bargaining unit jobs. However, the Employer is not obliged to discharge or transfer an employee rejected or excluded from the Union. Nevertheless, such employee shall pay Union dues as a condition for maintaining employment.

4.8 The Employer agrees to letting a Union representative hold, after authorization, an interview not lasting more than thirty (30) minutes with any new employee during working hours and without loss in wages. The interview shall be conducted in the ten (10) days following hiring.

**4.9 The Employer agrees that contractuels shall be subject to the payment of the equivalent of Union dues as provided for in this article.**

#### ARTICLE 5-RELATIONSHIPS

5.1 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, on any of the Employer's operation anywhere in Canada during the term of this Agreement. The Employer will not cause, engage in or permit a lock-out of any employee in the bargaining unit.

5.2 The Employer recognizes the employee's right to refuse to go to any TV or radio station, transmitter, studio or property where a lock-out or strike of any person whose functions are similar to those covered by this Agreement is in progress.

5.3 Nothing in this Agreement shall be deemed to prevent the Company from continuing to have non-employees participate in any Radio productions in an announcer capacity nor prevent Company staff excluded from the bargaining unit from participating in Radio productions in an announcer capacity as long as their participation does not result in the displacement or reduction of employees in the bargaining unit. Notwithstanding the foregoing, the employer has the right to use the services of a company if this company agrees to pay union dues, although such utilization may result in a displacement or reduction of on-air announcers.

**The individuals to whom this paragraph refers to, will not work for wages inferior to those provided for in the present collective agreement.**

5.4 This Agreement shall not in any way amend any special arrangements for salary scales or working conditions more favorable to the employees that existed prior to the signing of this Agreement.

5.5 Employees who wish to do freelance work out side the Company may do so provided that the following applies:

**5.5.1 The Employer acknowledges that employees are presently doing freelance work outside the company and that the company approves this work. The current practice will be maintained for the duration of this collective agreement.**

Prior approval in writing for such outside work must be obtained from Management if the nature of such freelance work is related to radio, television or motion picture industries including industrial, educational and closed circuit systems. Such approval will not be withheld unreasonably.

5.5.2 Such outside work must in no way impair his efficiency or availability.

5.6 The Employer agrees to the posting by the Union of announcements regarding elections, meetings, negotiation developments and the internal affairs of the Union.

5.7 **Any** new employee hired for a job covered in Article 18 shall be presented with a copy of this agreement. At the time of employment, the Union shall be advised in writing.

## **ARTICLE 6- HEALTH & SAFETY**

6.1 The parties agree to give proper attention to the health and safety of employees. To this end, there shall be a Safety Committee made up of Employer and employee's representatives.

6.2 The right to refuse dangerous work shall be exercised in accordance with Part II of the Canada Labour Code and Regulations.

6.3 The Employer shall give consideration to the capabilities of an employee for assignments involving climbing towers, ladders, etc.

6.4 The Employer and the employee will abide by the regulations of the Canada Labour Code Part II, especially for the work on electrical facilities and in noisy areas.

6.5 Video Display Terminal  
The employer will abide to 'La Loi sur la santé et la sécurité au travail' concerning regular work on a VDT.

6.6 The Employer agrees to supply protective clothing and/or safety devices and will respect safety standards for employees on assignment (e.g. remotes from

mobile units, towers, etc.), where required. It is understood that such protective clothing and/or safety devices are and remain the property of the Employer, and shall be returned in good condition on request. The Employer is obliged to have all protective clothing maintained in good repair and suitably cleaned as required.

6.7 Excepting in cases of employee's negligence, the Employer shall be required to pay appropriate compensation to employees whose wearing apparel is damaged in the performance of their duties. It is expected that employees will dress in an appropriate manner.

6.7.1 When transportation is provided to employees by the Employer, the appropriate safety standards shall be observed."

6.8 On vehicles supplied to the employee by the Employer, the employee will be responsible for the cleanliness of the vehicle (at the Employer's time and expense) and to report operating faults to the appropriate supervisor.

6.8.1 The Employer shall not assign excessive hours of work to employees. All hours in excess of twelve (12) shall be considered excessive unless mutually agreed with the employee concerned.

## **ARTICLE 7- WORK WEEK AND DAYS OFF**

### **7.1 Technical Employees**

Each fourteen (14) calendar day period shall contain eighty (80) working hours commencing on Monday at 05:30 hours.

#### **Office and On-air Employees**

Each fourteen (14) calendar day period shall contain seventy-five (75) working hours commencing on Monday at 05:30 hours.

7.1.1 There shall not be more than ten (10) consecutive working days per period. The days off will be given in one (1) block of four (4) consecutive days off or in two (2) separate blocks of two (2) consecutive days off but when an employee works ten (10) consecutive days, it must be followed with the four (4) consecutive days off.

7.1.2 The work week for office workers starts Monday and ends on Friday with two (2) days off consisting of Saturday and Sunday.

7.2 For the purpose of computation of overtime, any work that is broken through authorized absence (e.g. paid sick leave, paid compassionate leave, paid to attend grievance and negotiation meetings) shall be reduced by one (1) hour for each hour of absence.

## **ARTICLE 8- WORK SCHEDULING**

8.1 There is a schedule to establish, the employee's working time and days off. Each employee's schedule for any week regarding hours of work and days off shall be posted by 15:00 hours Wednesday of the week prior to the week in question.

8.2 Technical employees shall receive a daily work schedule consisting of a work day of eight (8) hours. Office and on-air employees shall receive a daily work schedule of seven and one-half (7 1/2) hours.

8.3 Prior to going on leave of five (5) days or more, an employee shall be given a pre-arranged time to report back. This time, however, may be re-scheduled later, but not earlier than the pre-arranged time. However, the employee may contact the Employer on the day of his pre-arranged starting time or on the day before to determine whether any change has been made in the starting time.

8.3.1 If an employee cannot be reached and subsequently reports for work on his day off and the work has been canceled, he will be credited with four (4) hours at one and one-half (1 1/2) times his basic rate and shall not be required to work and shall be released within the first hour.

8.4 Turn around

A turn around period is the period of at least twelve (12) hours between the end of one tour of duty and the commencement of the next tour of duty. This turn around period shall apply between any two (2) consecutive days of work. **All the time worked which encroaches on the turn-around period of twelve (12) hours or days off, shall be paid for at an additional one-half (1/2) the basic hourly rate.**

8.5 Every possible effort will be made to distribute weekends off evenly among full-time permanent employees in each job function.

8.6 Days Off

A day off will be a period of twenty-four (24) hours. A turn around period of twelve (12) hours will be added to any day off or block of days off.

8.7 Employees have the right to refuse a turn-around period of ten (10) hours or less.

8.8 "Tour of Duty or tour" means the authorized and/or approved time worked by an employee during a day, with a minimum credit of his daily work schedule calculated to the last two-tenths (2/10) of an hour in which work was performed. However, if the tour extends beyond midnight (12:00 am), it shall be considered as falling wholly within the calendar day in which it started.

8.9 An employee who has a reason to absent himself at the end of the scheduled tour of duty shall notify his supervisor in the first hour of work or in his supervisor's first hour of work, and provided this is done, he will not be obliged to accept a modification to his scheduled tour of duty for that day.

8.9.1 **Full time employees who are called in to work for short periods of time between the end of a tour and the beginning of the next, shall be paid for each such occasion a minimum of four (4) hours at the appropriate overtime rate.**

**Part time employees who have completed a full shift, who are called in to work for short periods of time between the end of a tour and the**



**beginning of the next, shall be paid for each such occasion a minimum of four (4) hours at the appropriate overtime rate.**

**8.9.2 Whenever an employee is absent or on authorised leave, it is the responsibility of the employer to find a replacement for that employee.**

8.10 Start and Stop Time-Notice of change of scheduled start and stop times shall be given not later than twenty-four (24) hours in advance of the day in question. No scheduling changes of start time and stop time will be made within this twenty-four (24) hour period without the consent of the employee concerned. If the employee agrees to the change, he shall be credited with all hours originally scheduled plus any additional hour. Copies of the daily schedules showing all changes will be provided to the union delegate upon request.

8.11 An employee's time sheet shall not be changed without notification to him when such change results in a reduction of the employee's claim.

8.12 Split shift

No more than two (2) radio employees inclusive of Staff Announcer - Radio may be assigned at the same time to work on a split shift provided:

a) The total hours worked in a split shift shall not exceed six (6) regular - hours and shall be scheduled in a period which exceeds nine (9) consecutive hours.

b) The time between the end of the first portion of the shift and the beginning of the second shall not be greater than six (6) hours. The turn-around period provided in clause 8.7 shall not apply to this non-work period.

c) The regular turn-around period shall apply between the completion of the second portion of the shift and the beginning of the first portion of the shift on the following day.

**8.13 Every effort will be made to distribute hours to part time employees as fairly as possible, taking onto consideration their competence, aptitudes, specialization and availability required for the tasks to be performed.**

## **ARTICLE 9-OVERTIME**

9.1 All the time worked in excess of a daily work schedule in one day, and in excess of eighty (80) hours in a two-week period for technical employees and in excess of seventy-five (75) hours in a two (2) week period for office and on-air employees shall be calculated and paid according to the following schedule.

In addition to the employee's basic rate:

a) Add one-half (1/2) time to the basic rate for all hours performed beyond the employee's daily work schedule;

b) Add one (1) time to the basic rate for all hours performed beyond twelve (12) hours per day for technical employees and beyond eleven and one-half (11½) per day for office and on-air employees;

9.2 When an employee agrees to work on a day off, the employee shall be compensated as follows:

9.2.1 When an employee works four (4) hours or less on a day off, he shall be compensated at two (2) times the basic rate, with a minimum guaranteed credit of 4 hours. When an employee works more than four (4) hours he will be compensated at one and one-half (1 1/2) times the basic rate with a minimum guaranteed credit of his daily work schedule.

9.2.2 All work performed beyond the daily work schedule on a day off shall be compensated as provided in paragraph 9.1.

9.3 If all employees in a job classification refuse to work overtime, the Employer will have the right to select a qualified replacement from within the bargaining unit. If there are no qualified replacements, the Employer may assign an employee from the original job classification, except for the employee who has already invoked Article 8.9.1.

9.4 The Employer shall make every effort to distribute evenly the overtime among employees in each job function.

9.5 A breakdown of all overtime hours shall be shown on all employees' pay stubs.

9.5.1 Vacation pay stubs shall include gross earnings, meaning salary (including previous' year vacation pay) plus overtime, and above scale payments from May 1st to April 30th. Talent fees and bonuses are specifically excluded. These payments contain their vacation entitlement.

9.6 If an employee is required to work in excess of eighteen (18) consecutive hours, inclusive of meal periods, he shall receive the next day off with pay unless the next day is off.

9.7 Banking in lieu of time off.

Subject to making his/her intentions known on the time sheet, an employee may request to accumulate time off in lieu of pay for overtime worked, work on a day off or work on a statutory holiday subject to the following;

1) manager approval (the practice of allowing accumulation of time off in lieu may vary within the company subject to operational requirements)

2) time off in lieu will be credited and banked at the rate equivalent to the overtime rate in effect at the time the credit was earned. e.g. one hour at time and one half results in a credit of one and one half hours, two hours at double time results in a credit of four hours.

3) if accumulated lieu time is not taken within the vacation year, the company can pay the employee for the time accumulated.

4) Time off in lieu shall be scheduled in the same manner as vacation but will not interfere with vacation choice of any employee.

5) An employee may, at any time with fifteen days notice, receive payment for any or all of his time off in lieu. Payment will be made in the overtime pay cheque for the period in which the request was made.

6) days off in lieu must be taken and cashed in 1/2 day increments.

#### **ARTICLE 10- MEAL PERIOD**

10.1 To all tours of duty of five (5) hours or more, a first meal period of sixty (60) minute will be scheduled, not earlier than the beginning of the fourth (4th) hour and completed not later than the end of the fifth (5th) hour.

10.2 If an employee is required to work more than six (6) hours after the end of the first meal required in Article 10.1, or more than two (2) hours after the end of the regular tour of duty, whichever is earlier, employees will be assigned a second (2nd) meal period of thirty (30) minutes duration. Every additional six (6) hour period worked shall also be followed by a sixty (60) minute meal period.

10.3 In the event a meal period is not taken, one (1) hour shall be added to the end of the shift as time worked.

10.4 An allowance of ten dollars (\$10.00) shall be paid to employees each time a meal period is taken other than the first.

10.5 The provisions of Articles 10.1 above and Article 11 following do not apply to those technical employees assigned to continuous operations provided that their working period does not exceed seven (7) continuous hours or to on-air employees whose working period does not exceed six and one-half (6 1/2) continuous hours.

#### **ARTICLE 11- BREAK PERIODS**

11.1 Employees will be entitled to two (2) fifteen (15) minute break periods during each regular tour of duty.

#### **ARTICLE 12- HOLIDAYS AND HOLIDAY PAY**

12.1 The following shall be paid holidays:

New Year's Day	Labor Day
January 2	Thanksgiving Day
Good Friday	Christmas Day
Easter Monday	Boxing Day
Victoria Day	La Fête Nationale
Canada Day	

**12.1.1** In addition to the holidays listed above, one (1) additional "floating holiday" shall be available. The holiday shall be scheduled on the day requested by the employee otherwise the holiday shall be scheduled by mutual consent and such request shall not be unreasonably denied. The floating holiday must be received/taken within the calendar year in which it is earned."

**12.1.2 Part time employees must give a 30 day notice before receiving/taking a floating holiday.**

12.2 If the holiday falls on a regular working day and the employee is not required to work, he shall receive his normal basic pay for such day at the straight time rate.

12.3 If the holiday falls on a regularly scheduled work day and the employee is required to work, she shall receive the payment for the holiday and time and a half (1 and 1/2) of her basic rate for all hours worked during such holiday. At the employee's request, she may be permitted to add one (1) day to her annual leave or be given one (1) day with pay at a mutually agreeable time in lieu of payment of the holiday (basic pay for the regular daily schedule). If she works beyond her scheduled hours of her daily work schedule she will be paid two and one-half (2 1/2) times her basic rate for all hours worked exceeding her normal daily schedule.

12.4 If the holiday falls on a regularly scheduled day off or during his vacation and he is not required to work, the employee shall, at his option, receive either one (1) additional days pay for that week, or add one (1) day to his annual leave, or one (1) day off with pay.

12.5 If the holiday falls on a scheduled day off and the employee is required to work, he shall receive the applicable rate for that day plus one and one-half (1 1/2) times his basic rate for all hours worked, with a minimum credit of his daily work schedule; or he shall at his option, receive the above remuneration reduced by one (1) time his basic rate for all hours worked up to all the scheduled hours of his daily work schedule and his full rate of remuneration thereafter, and within twelve (12) months of the holiday, shall be permitted to add one (1) day to his annual leave or one (1) day off with pay.

12.5.1 Days off may be separated and scheduled adjacent to holidays provided the holiday is considered a day off for the purposes of Article 12.1.subject to manager approval. Compensation should be according to Article 12.3.

12.6 Before December 1 of each year, the Employer will ascertain the preferences of the employees and shall take them into account regarding the scheduling of Christmas and New Year's holidays. Preferences shall be taken on the basis of Company seniority within the functional groups. In any case, each employee is entitled to obtain a Christmas or New Year's leave.

12.7 If six (6) consecutive days off are scheduled, consisting of two (2) regular scheduled days off plus one (1) day in lieu of Christmas Day, one (1) day in lieu of Boxing Day, one (1) day in lieu of New Year's Day, and one (1) day in lieu of January 2nd' and these six (6) days include either Christmas Day or New Year's Day, then Christmas Day, Boxing Day, New Year's Day and January 2nd will be considered as taken."

**12.8 For Part-time employees, Statutory holidays and payment shall apply in the following provisions;**

**(1) Part-time employees shall be paid one and one half (1½) times their basic hourly rate for all hours worked on a holiday with a minimum credit of four (4) hours at regular time.**

**(2) In addition to (1) above, part-time employees shall receive holiday pay at their basic rate calculated at one twentieth (1/20) of the wages earned in the previous thirty (30) calendar days, whether work is performed on a holiday or not.**

#### **ARTICLE 13- ANNUAL VACATION**

13.1 In recognition of the special nature of the work in which employees in this bargaining unit are engaged, the employees shall be entitled to annual vacation or separation pay in lieu thereof, in accordance with the following table

1. Seniority as of April 30 of each year
2. Duration of vacation in working days
3. Payment: of % gross earnings since 1st May

**13.1.1 Permanent employees shall be entitled to:**

- Less than 12 months-5/6 day per month-4%
- 12 months to 83 months inclusive-20 days-8%
- 84 months or more-25 days-10%

**Part time employees shall be entitled to:**

- Less than 12 months-5/6 day per month-4%**
- 12 months to 83 months inclusive-4 weeks-8%**
- 84 months or more-5 weeks-10%**

**Temporary employees shall be entitled to the conditions provided in the Canadian Labour Code.**

Note 1 - At a percent of annual gross earning as defined in article 9.5, calculated from May 1 to April 31.

Note 2 - Any person who received vacation credits in excess of those detailed above shall continue to receive such higher vacation credits.

13.2 “Employees shall be entitled to take vacation leave and accumulated holidays consecutively, subject to the Company seniority provisions within each functional group and availability of other, more senior employees in other functional groups to perform the necessary work. If the employee has more than three (3) weeks holidays accumulated, he shall receive preference of selection on up to three (3) consecutive weeks in only one preferred vacation period per vacation year.

13.3 **An** employee’s vacation may be reduced because of continuous absence from work (due to a layoff or leave of absence without pay) if such absence had lasted at least one (1) month, except in the case of sick leave (article 14.2). This reduction will be at the rate of 5/4, 5/3, 2 1/12 or 2 1/2 days per month, depending on whether he would otherwise have been entitled to a vacation of fifteen (15), twenty (20), or twenty-five (25) days.

13.4 The vacation year during which an employee will accrue his vacation shall be from May 1 of one year through April 30th of the following year.

13.5 Vacation schedules shall be posted by April of each year.

13.6 The Employer reserves the right to restrict for **full time** on-air personnel (Announcers, Newscasters) vacations during the major audience survey periods.

13.7 In the event that an employee desires to apply for leave without pay **as per article 18** in conjunction with his annual leave, said employee shall obtain a waiver of Article 13.6 from the Union prior to making application for such leave. A copy of any such waiver is to be filed with the application, the said leave should not exceed **one (1) year and the employer** should be advised in writing **3** months before such leave.

13.8 Vacation time shall not be accumulated from one vacation year to the next. However, if as a result of a request by the Company, the employee is unable to take his scheduled vacation or the balance of his scheduled vacation within the vacation year, he shall be permitted to reschedule it in order that it be taken within the first six weeks of the following vacation year. The company may extend this period up to a further six **(6)** weeks.

#### **ARTICLE 14- SICK LEAVE**

14.1 Illness and Disability - The following shall apply in regard to disability or illness:

a) **An** employee absent due to illness or disability shall inform a designated management member of his absence as soon as possible and shall state the cause of his absence and the expected time he will report back to work.

b) The employee shall provide a medical certificate of his illness or disability, if requested to do so by the Employer.

c) The Company may require an employee to immediately undergo a medical examination by his/her physician and to authorize his/her physician to discuss the employee's medical condition and test results with a physician selected by the Employer. This may be necessary in order to establish the state of health of an employee, as a safeguard for other members of staff, or to determine the cause of absenteeism. It is agreed that the Employer's physician will respect the medical confidentiality of the employee and will simply state in the report to the Employer whether the employee is well enough to return to work and/or will not affect the health of others or whether the absenteeism has cause.

The Employer's physician will be advised, by the Company, of this restriction on Company access to employee medical information each time he is requested to give a report to the Company.

d) Disability Income obtained fraudulently shall be considered as sufficient grounds for discipline of an employee by the employer.

e) Inability to work because of pregnancy shall not be considered as illness; however, should illness occur as a result of pregnancy, then it shall be covered under Article 11. If a physician verified illness predates the commencement of maternity leave, then disability income applies until the illness is over as verified by a physician; if the illness post-dates the commencement of

maternity leave, then no disability income will be paid until the maternity leave or child care leave applied for expires

14.1.1 In cases of total disability and following the expiration of sick leave, the employee will be covered under the Long Term Disability Plan.

14.2 Absence because of illness or incapacity shall not interrupt an employee's vacation credits. An employee who, because of illness, does not achieve at least an amount of vacation pay equal to the number of weeks entitlement times his normal weekly salary, shall be guaranteed no less than this amount in any vacation year. The payment provided shall be at least equivalent to the current salary of the employee at the time of vacation pro-rated to the appropriate number of days. If the above percentage is greater than the regular salary, the percentage rate shall apply. For sickness that extends for more than one calendar year, an employee will earn only one years vacation entitlement during such period of sickness. It is understood that an employee must either return to work or have her employment severed to receive such vacation entitlement. Therefore it is not possible for an employee to receive vacation pay while she is receiving sick leave pay.

14.3 Should an employee fall sick while on vacation and should this illness require hospitalization, sick leave will be paid if the employee has sick leave credits, and the unused days of vacation will be credited to the employee.

14.4 For those employees who are at the company employ at the date of the signature of this agreement, their accumulated sick days bank is as listed on letter of intent 11.

Prospectively the employer grants 12 sick days per year (non-cumulative or payable) for every permanent employees on staff. If the sick day bank is exhausted, the employee will apply for UIC under the employer SUB plan until the time he is eligible for long-term disability. The accumulated sick days bank expires at retirement or departure of the employee and are deemed not payable.

**14.4.1 We acknowledge an obligation to grant a method of sick leave benefit to our part-time employees. We herein agree to grant eight (8) hours sick leave for every one hundred (100) hours worked to a maximum of eighty (80) hours. If a part-time employee is absent owing to illness a sick benefit of one hundred per cent (100%) of the applicable rate will be payable.**

**A doctor's certificate must be produced, according to the provision of Article 14.1, when sickness exceeds three (3) consecutive days, which may be broken by days off or statutory holidays. In cases of repeated sick leave, the Employer reserves the right to require medical certification at any time."**

14.5 The Employer shall, upon request from the employee, furnish all pertinent information concerning the status of the employee's sick leave (e.g. sick days used, sick leave credits remaining, etc.).

## ARTICLE 15-MATERNITY LEAVE AND LEAVE FOR CHILD ARE REponsibilities

### 15.1 Eligibility

Every employee who is entitled shall be granted a leave of absence without pay from employment in accordance with the Quebec parental Insurance Plan.

15.1.1 Maternity - where an employee provides the Employer with a certificate of a qualified medical practitioner certifying that she is pregnant, that employee is entitled to and shall be granted a leave of absence from employment of up to **eighteen (18)** weeks, which leave may commence not earlier than **sixteen (16)** weeks prior to the estimated date of her confinement.

15.2 Resumption of employment following a leave under this Article will be as follows:

**15.2.1** Same position - the Employer shall, on the expiration of any such leave, reinstate the employee in the position that the employee occupied when the leave of absence from employment commenced

**15.2.2** Comparable position - where for any valid reason the Employer cannot reinstate an employee in the position referred to in sub-paragraph 15.2.1, the Employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.”

### 15.3 Right to Benefits and Seniority

Any employee with benefits, who takes or is required to take a leave of absence from employment under this Article will be subject to the following:

15.3.1 **If applicable**, the pension, health and disability benefits and the seniority shall accumulate during the entire period of the leave.

15.3.2 Where a monetary contribution is normally required of ~~an~~ employee for the employee to be entitled to a benefit referred to in sub-paragraph 15.5.1, the employee is responsible for and must, within a reasonable time, pay that monetary contribution.

**15.3.3** For the purposes of calculating benefits of an employee, other than benefits referred to in sub-paragraph 15.3.1, employment on the employee's return to work shall be deemed continuous with employment before his absence.

15.4 The company recognizes the value of the training and experience that its employees possess. **In the case where an employee chooses to take a maternity leave, the employer pays out an amount as a top up equal to the difference between the Quebec parental Insurance Plan payment and his/her regular pay as of the first full week of the leave and so forth. To a maximum of \$1500.**

15.5 In addition to Maternity Leave and/or Child Care Leave, the Employer may grant the employee up to an additional 26 weeks of leave without pay to the employee who makes the request in writing at least four (4) weeks before taking such additional leave of absence. Total maternity leave, child care leave and leave without pay should not exceed 52 weeks.



## ARTICLE 16- COMPASSIONATE LEAVE

16.1 Employees called to serve on juries or to obey a subpoena shall receive their regular salary less their jury or witness compensation provided that they shall return to work if released before 13:00 hours and further provided that employees shall not be required to work any tour except the normal day shift tour Monday to Friday inclusive during periods when serving on juries.

16.2 When an employee is required to be absent due to a death in his immediate family, e.g. legal guardian, spouse, common-law husband, common-law wife, father, mother, brother, sister or child, he will be granted compassionate leave of absence with pay of up to three (3) scheduled days in normal circumstances.

Recognizing that there may be special circumstances, at the employee's request, the Employer will have the option of either granting an additional two (2) days with pay or, re-scheduling the employee's days off without penalty to provide a five day compassionate leave period.

16.3 When **an** employee is required to be absent due to a death of mother-in-law or father-in-law, grandmother or grandfather he will be granted compassionate leave of absence with pay of up to two (2) days.

16.4 Employees will obtain permission to absent themselves on short notice in the event of an unforeseen emergency. During such absence, the salary will be maintained for a duration left to the discretion of the Employer.

16.5 The Employer will consider requests for specified leave for emergencies, e.g. birth of a child, critical illness in the immediate family. However, payment for such leave will be at the sole discretion of the Employer.

16.5.1 Employees who have completed at least twelve (12) consecutive months of continuous employment with the Employer will be granted **up to three (3) scheduled days** day paid leave at the time of the birth of his or her child.

16.6 Upon fifteen (15) days written notice, an employee is entitled to one (1) day off per year without loss of pay for moving purposes.

**16.7 An employee may be absent from work, without pay, for 10 days per year to fulfill obligations relating to the care, health or education of the employee's child or the child of the employee's spouse, or because of the state of health of the employee's spouse, father, mother, brother, sister or one of the employee's grandparents.**

The leave may be divided into days. A day may also be divided if the employer consents thereto.

The employee must advise the employer of his absence as soon as possible and take the reasonable steps within his power to limit the leave and the duration of the leave.

## ARTICLE 17-LEAVE FOR UNION ACTIVITIES

17.1 Upon request by the Union, the Employer will release without loss of pay or other benefits two (2) employees (one from each station) named by the Union for negotiation meetings. The employees released with pay for the above purposes shall be paid at their basic rate only.

17.1.1 Upon request by the Union, the Employer shall release without loss of pay or other benefits two (2) employees (one from each station) named by the Union, for a period of three (3) consecutive days for the purpose of pre-negotiation meetings.

17.2 An employee who wishes to submit a grievance or has submitted a grievance may be released with pay at his/her basic rate only with all other benefits in order to prepare for or meet with the employer in steps 1 and 2 of the grievance procedure. An employee who represents the Union may also be released under the same conditions.

The time to be taken in the above, must be requested by the Union forty eight (48) hours in advance and must subject to a mutual agreement between the Union and the Employer pertaining to the day and the amount of time to be granted. It is understood that neither party will abuse the time granted or requested.

17.3 Leave without pay will be granted for a reasonable period to any employee and/or any employee duly authorized to represent employees in order to:

17.3.1 Attend executive council meetings, labour conventions, congresses and the like. A request for such leave shall be submitted at least eleven (11) days in advance.

17.3.2 Attend meetings in order to prepare for and/or attend the arbitration hearings.

17.4 The Employer reserves the right to restrict any leave for on-air personnel during the major audience survey periods. Unless it is for the grievance procedure as under the conditions in article 17.2

17.5 The Employer will release without pay any employee who has requested it, for a period of three (3) months to one (1) year, in order to be under the employ of the National Union. Such a leave may be renewable upon request.

17.5.1 The employee released shall:

- 1- Continue to accumulate seniority up to a maximum of three (3) years.
- 2- Upon request, maintain his or her benefits as per article 18.5.2
- 3- Upon his or her return, be reinstated as per article 18.4, 18.4.1 and 18.4.2

17.6 A Labour relation committee consisting of two (2) Local Union representatives, one from each station, the National Union representative and one representative of the employer should meet on a regular basis for all

other aspects of the relationship between the two parties. The Local Union representatives will be released without loss of pay.

ARTICLE 18- UNPAID LEAVE OF ABSENCE FOR PERSONAL REASONS

**18.1** Every employee who intends to take a leave of absence under this article, must;

- 1- Have at least five (5) years seniority.
- 2- Not have taken a leave of absence for personal reasons within the last five (5) years.
- 3- Not intend a leave that exceeds a period of one (1) year

**18.2** Prior Notice

Give at least three (3) months notice (unless there is a valid reason why such notice cannot be given) in writing to the Employer stating the reasons for the leave, the length of leave intended to be taken.

**18.2** The employer may refuse any such request if;

- 1- The reasons for the leave are in conflict with their regular operations.
- 2- There are more than two (2) employees of the same job description who on such a leave in the same period.
- 3- The employee intends to work for a direct competitor of Corus Entertainment.

**18.4** Resumption of employment following a leave under this Article will be as follows:

**18.4.1** The Employer shall, on the expiration of any such leave, reinstate the employee in the position that the employee occupied when the leave of absence from employment commenced.

**18.4.2** Where for any valid reason the Employer cannot reinstate an employee in the position referred to in sub-paragraph 18.4.1, the Employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same location." (CINW and/or CFQR)

**18.5** Right to Benefits and Seniority

Any employee who takes or is required to take a leave of absence from employment under this Article will be subject to the following:

**18.5.1** Seniority shall accumulate during the entire period of the leave.

**18.5.2** Health benefits may made available if the employee agrees to be responsible for and must, within a reasonable time, pay the entire monetary contribution.

**ARTICLE 19-GENERAL WAGE PROVISIONS**

19. Wage scales (per two weeks period)

Wage scale (per two weeks)			
Grade 2	1/1/06	1/1/07	1/1/08
0-1 year	1,378	1,412	1,447
1-2 year	1,476	1,513	1,551
2-3 year	1,573	1,612	1,652
3-4 year	1,671	1,713	1,756
4-5 year	1,768	1,812	1,857
5-6 year	1,867	1,913	1,961
6-7 year	1,964	2,013	2,063
7-8 year	2,061	2,113	2,166

<b>Office employees</b>			
Clerk, receptionist			
Wage scale (per two weeks)			
Grade 1	1/1/06	1/1/07	1/1/08
0-1 year	744	763	782
1-2 year	774	793	813
2-3 year	806	826	847
3-4 year	837	858	879
4-5 year	871	893	915
5-6 year	906	929	952
6-7 year	942	966	990
7-8 year	980	1,005	1030
Announcer, announcer-operator			
Wage scale (per two weeks)			
Grade 2	1/1/06	1/1/07	1/1/08
0-1 year	1406	1441	1477
1-2 year	1463	1500	1538
2-3 year	1521	1559	1598
3-4 year	1582	1622	1663
4-5 year	1645	1686	1728
5-6 year	1711	1754	1798
6-7 year	1779	1823	1869
7-8 year	1850	1896	1943

<b>On Air Employees - Journalist</b>			
Journalist		Talk show producer	
Wage scale (per two weeks)			
Grade 1	1/1/06	1/1/07	1/1/08
0-1 year	1633	1674	1716
1-2 year	1749	1793	1838
2-3 year	1864	1911	1959
3-4 year	1980	2030	2081
4-5 year	2097	2149	2203
5-6 year	2213	2268	2325
6-7 year	2329	2387	2447
7-8 year	2445	2506	2569

<b>Technical Employees</b>			
Technical engineer, Information system administrator			
Wage scale (per two weeks)			
Grade 2	1/1/06	1/1/07	1/1/08
0-1 year	1,378	1,412	1,447
1-2 year	1,476	1,513	1,551
2-3 year	1,573	1,612	1,652
3-4 year	1,671	1,713	1,756
4-5 year	1,768	1,812	1,857
5-6 year	1,867	1,913	1,961
6-7 year	1,964	2,013	2,063
7-8 year	2,061	2,113	2,166

<b>Technical Employees</b>			
Audio-producers, operators			
Wage scale (per two weeks)			
Grade 1	1/1/06	1/1/07	1/1/08
0-1 year	1174	1220	1251
1-2 year	1220	1251	1282
2-3 year	1269	1301	1334
3-4 year	1320	1353	1387
4-5 year	1372	1406	1441
5-6 year	1428	1464	1501
6-7 year	1484	1521	1559
7-8 year	1544	1583	1623

19.1 Progression up the wage scales within each grade, as defined in Article 18 shall automatically occur on the employee's annual anniversary date of appointment or promotion to the salary grade.

Senior technician or senior radio-operator coordinator position are based on merit only and not subject to automatic upgrade after grade 2 position.

19.1.1 Any contractual increases shall be made retro-active to the start of the pay period if it falls during the first seven (7) days of that pay period and shall be effective at the start of the next pay period if it falls during the last seven (7) days of that pay period. In all other cases, the adjustment in salaries will be effective at the start of the pay period following that in which the change falls due.

19.1.2 Employees will automatically progress to the next grade (scale) when they reach the highest level of their grade providing the same job function exists in the higher grade scale.

19.2 In case of promotion, the employee will move into the higher salary scale and in the process shall receive at least the equivalent of one (1) full increment in his former group, provided that this increment does not place him above the maximum of the new grade. He shall automatically progress upward within the salary schedule of his grade on the annual anniversary of his upgrading.

19.3 **Payment of salary shall be made on the 15<sup>th</sup> and the last business day of each month, by cheque or direct deposit.**

19.3.1 Payment of overtime shall be made at the same time as the regular salary pay and shall cover the period covered by the salary pay cheque.

19.4 A payment of a premium will be allocated **employees** considered as senior employee in their department **who** are responsible **for establishing** the schedule for their group of employee. Such schedule has to be approved by the employer. The premium is 50\$ per pay.

## **ARTICLE 20-ADDITIONAL ASSIGNMENT AND REMOTES AND FEES**

### 20.1 Additional Assignments

The Employer has the right to arrange a reasonable number of personal appearances by staff announcers and performers. These appearances shall be at no cost to the Employer provided that, if they are scheduled outside an announcer's or performer's work day, such announcer or performer shall be paid for time spent at the overtime rate. The employee shall not be required to perform in a manner which he feels he is not capable.

### 20.2 Remotes

When a commercial program originates from a remote location during a staff announcer or announce/operator's tour of duty no remote fee shall be payable for the first occasion in any one month. The staff announcer or announce/operator shall receive double his basic hourly salary (the hourly rate used for calculation shall never exceed the maximum hourly basic rate of the scale) per hour of broadcast time for all commercial remotes within his shift beyond the first occasion per month at a minimum four hour credit. No fees are payable for remotes designated as public service, promotional or charitable broadcasts. A staff announcer or announce/operator may refuse a remote broadcast scheduled outside his tour of duty.

20.3 The Employer agrees that no announcer will be required to add his name to a product or service without his prior consent.

## **ARTICLE 21-SENIORITY**

21.1 Employees seniority shall be deemed to have commenced on the day of hiring by the Employer or the date of hiring by CFCF Inc., recognized as the previous employer, and shall equal the total length of continuous service. It shall relate to the choice of vacation periods and vacation entitlement.

21.2 Applicable to On-air, technical and office employees

Unit seniority shall be measured by the total length of continuous service within the unit and shall relate to lay-offs, recalls, promotions, transfers, reclassifications and wages.

21.3 Seniority shall not be established until the probationary period has been served but shall then count from the date of engagement.

21.4 Seniority shall be broken and cease to exist if:

21.4.1 The employee resigns.

21.4.2 The employee is terminated.

21.4.3 The employee is absent without authorization from work for five (5) consecutive working days or more.

21.4.4 The employee is absent beyond the time limit of an authorized sick leave or leave of absence or extension thereof.

21.4.5 The employee retires.

21.4.6 The employee is no longer eligible for recall

21.5 Seniority will cease to accumulate:

21.5.1 During that part of a leave of absence without pay which exceeds one (1) month for each two (2) full years of seniority at the time the leave commences.

21.5.2 During the part of a lay-off which exceeds three (3) months.

21.6 Except during the probationary period, seniority shall be reported in whole months. **An** employee engaged or laid off between the first (1) and the fifteenth (15) of the month inclusive shall be given credit for that month and an employee engaged between the sixteenth (16) and the end of that month shall not be given credit for that month. In the case of lay-off if two or more employees have the same number of month for their seniority, then actual date of hire shall determine their layoff order.

21.7 **An** employee leaving during his lay-off notice period shall not see his service seniority interrupted with the Employer

21.8 For part-time employees, total gross earnings for period of employment will be ranked least to most to determine the order of layoffs/recalls for part-time jobs.

## ARTICLE 22-LAY-OFF

22.1 Any employee terminated due to automation or a reduction in the work force shall be considered as being laid-off.

22.2 When layoff of employees are to be made, the Employer shall determine what jobs are to be left vacant or abolished and the number of employees to be laid-off.

Where employees are to be laid-off, in the case of office and technical employees, such layoffs shall proceed in inverse order of unit seniority within the job classification provided that no employees is to be displaced by an employee with more unit seniority unless he can fulfill the normal functions of the job filled by the employee with less seniority.

An office or technical employee about to be laid off who can fulfill the normal functions of a non on-air position in another job classification may apply his unit seniority and transfer laterally or revert to another such job, provided he can fulfill the normal functions of that job.

22.3 The Employer must advise in Writing both the Union and the employee to be laid-off at least thirty (30) days in advance of the proposed lay-off due to a lack of work or one hundred and twenty days (120) for automation (technological changes).

22.4 The Employer shall make every effort to place such employees on lay-off elsewhere in the Employer's employ.

22.5 An employee laid off shall remain subject to recall based on the following:

Length of employment	Recall period
If less than one year	90 days
1-to5 years	270 days
5 to 10 years	365 days

22.6 Should an employee be reclassified through bumping or recall to a job function other than the one held at the time of bumping or lay-off, her rate will be the rate applicable to the new job that she is performing and shall be placed within the scale of this job according to her seniority. Except that **a full time** employee with more than 5 years of seniority will see her salary reduced and frozen (red circled) at no less than half the difference between her old salary and the rate applicable to the new job. The Employee whose salary is reduced and/or frozen shall continue to be paid her frozen rate until such time as the rate for the position that she occupies exceeds her reduced and frozen salary.

22.7 During the notice of the lay-off period, at the written request of any employee thus affected, the Employer undertakes to give him reasonable free



time, without loss of pay, to allow him to be interviewed for employment outside the services of the Employer.

22.8 Subsequent to lay-off or reclassification due to a lay off, if a job vacancy occurs in the bargaining unit, the Company shall consider the laid off and reclassified employee for re-employment or reclassification in order of seniority with the occupational qualifications. The Company shall not be obliged to consider a laid-off employee laid off for more than the number of days specified in article 22.5. If a laid-off-employee accepts regular on-air employment for a direct competitor of CINW, CFQR-FM, he shall not be considered for re-employment.

22.9 When vacancies occur elsewhere than on-air, the Employer agrees to recall or reclassify in order of unit seniority laid off or reclassified employees with the occupational qualifications for such vacancies.

22.9.1 **An** employee recalled or reclassified to his regular job or a job of same grade, shall be paid the salary he was paid for that job at the time he was laid off or reclassified or the salary that may apply due to his accrued seniority.

22.9.2 The employee on the recall list who is recalled to work in his former position after lay-off and who does not accept to report to work within two (2) weeks after being contacted will be considered **as** having resigned unless he has a valid reason.

The employee on the recall list who is recalled to work in any permanent position after lay-off and cannot be contacted by phone or mail within one week of the recall will lose his right to that recall only but will remain on the recall list.

22.9.3 An employee who refuses recall in a job classification other than that held at the **time** of lay-off, shall forfeit his recall right in that other job classification only.

22.10 **An** employee who is laid off must be recalled to fill a temporary vacancy for which the employee is qualified. Refusal to accept such a position will not forfeit the employee's right to be recalled at a later date. The employee will be contacted by phone and must indicate, for positions of less than 80 hours total duration at the time of the call if she will accept the position. If the position is for a duration of 80 hours or more the employee must indicate if she will accept the position within 48 hours.

22.10.1 Should an employee who is still on the Employer's official callback list be recalled for temporary employment in the same job grade held at the time of lay-off, he will be recalled on a weekly basis and be paid the basic salary received at time of lay-off or the salary that may apply due to the annual general increase but excluding the anniversary increments, whichever is greater, as well as receive all benefits of this agreement.

22.10.2 Should an employee who is still on the Employer's official recall list be recalled for temporary employment to a job function other than the one held at the time of re-classification or lay-off, his rate, subject to 22.6, will be the rate of this temporary job.

22.11 Should an employee be recalled for part-time employment in the same job grade as his job at time of lay-off, he shall be paid one and a half (1 1/2) times his

basic rate at the time of lay-off for all hours worked in the day or one and a half (1 1/2) times his basic rate that may apply due to the annual general increase but excluding the anniversary increments due to his accrued seniority.

22.11.1 Should an employee be recalled for part-time employment to a job function other than the one held at the time of re-classification or lay-off, the salary grade of which is lower than his job at the time of lay-off, his rate shall, subject to article 22.6 be the rate of the part-time position.

22.12 Except in case where the employee is called in to replace an employee on sick leave, approved leave of absence, or vacation, an employee who is called back and works continuously for eight (8) weeks, shall be considered as having been reinstated in **his or her previous** employment and may not be laid off again unless all pertinent clauses of the agreement are applied. If the employee has been recalled for a job other than his **or her** own and this job becomes permanent, he **or she** still retains all recall rights for the job he or she held at the beginning of the lay-off procedure.”

22.13 For the articles 22.6, 22.10.2 and 22.11.1, it is understood that for a job to be a job in a “different job function” the reclassification must exceed four (4) consecutive weeks and it cannot encompass any of the duties that the employee performed in the job he held at the time of lay-off or reclassification (his former job). If an employee is required to perform any duty of his former job, he shall receive the salary of his former job for the full tour of duty, as defined in article 8.9. Further, if within the first four weeks after his reclassification the employee returns to his former job on a permanent basis he shall be paid the salary of his former job retroactively to the date of his reclassification.

22.14 Applicable for on Air Personnel

It is understood and agreed that **an** on-air employee may have his employment terminated for reasons peculiar to the broadcasting industry, for example: changes in program policy, replacement by more appropriate or more talented personnel, etc. Before implementing decisions in connection with the prerogative referred to herein, the Employer will advise the employee prior to any action being taken of the pertinent facts affecting the employee (s) status. Subsequently at the employee’s request, a meeting between the company, the employee and the union will be held to discuss the impact of the employer’s decision. Such meeting will only take place after the employee has had sufficient time to discuss the matter with the union (maximum **48 hours** after the first meeting with the employer). It is agreed that failure by the Employer to follow this procedure shall render the Employer’s decision null and void until such time as the procedure is followed.

In such cases the **full time** employee shall receive a separation allowance in accordance with the following article 22.17 **and the part time employee shall receive a separation allowance in accordance with the following article 22.15**

22.15 Applicable for Part-time Personnel.

A part-time employee who has worked regularly for thirteen (13) consecutive weeks and whose employment is terminated will be eligible for a separation allowance equivalent to one-eighth (1/8) of all hours worked during the fifty-two (52) weeks or less prior to termination

22.16 An employee who is terminated but who remains employed with the Company in another capacity shall not be eligible for separation allowance.

22.17 Applicable for permanent full-time employees.

**An** employee with one or more years of seniority who is laid off shall be entitled to severance pay on the basis of one (1) week of salary per year of uninterrupted service with the Employer. An employee with seven (7) or more years of continuous service shall receive severance pay at the rate of one (1) week of salary per six (6) months of such service. In no case shall severance pay be less than four (4) weeks of pay or more than a maximum of twenty-six (26) weeks of pay. At the employee's written request, severance pay shall be paid in a lump sum at the time of lay-off. Employees accepting severance pay at the time of lay-off shall not be subject to recall. **An** employee who has not requested severance pay at the time of lay-off and has not been recalled within the eighteen (18) month recall period shall receive severance pay in accordance with the above at the expiration of the recall period.

If, during the recall period, subject to 22.9.2, an employee is offered a permanent position in the same or higher classification as his job at the time of lay-off and refuses to accept, the severance pay rights will be forfeited.

22.18 If the employee leaves before the termination of his notice period, he shall be remunerated only for the time he remained in the service of the Employer but he remains eligible for severance pay as provided herein.

22.19 Termination Pay

**Any** employee, who has been continuously employed for at least three (3) months and whose employment is terminated for any reason, except gross misconduct or for a reason otherwise specified in this agreement, shall be entitled to two (2) weeks notice or pay in lieu of notice, such notice is the one foreseen in article 230 of the Canada Labor Code and is not added to the notice given under section 22.3 of the collective agreement.

## **ARTICLE 23 AUTOMATION**

23.1 Should the Employer introduce machinery or equipment which automates a process in a way as to affect the employee's job security or render an existing job classification redundant or create any significant alteration of the employee's working conditions, the Employer shall notify in writing the Union before implementation of such changes (failure to notify will not invalidate the process) and further, the Employer recognizes his obligation towards his employees by agreeing to the following conditions:

23.2 In case of future changes in the employee's working conditions or job security due to the introduction of automation or technological changes, the Employer agrees to set up a program of training, if needed, or retraining for the employees affected if needed and who continue to be employed with the company, to enable them to become familiar with the operation or maintenance of the new equipment.

23.3 An employee who refuses training, retraining, as outlined in Article 23.2, for work in an equivalent or higher classification, forfeits his rights to the severance pay and such employee may be dismissed and such dismissal will be considered as having been done with good and sufficient reason.

23.4 Should a lay-off be the result of such automation or technological changes, any employee thus affected shall be served the lay-off notice as specified in Article 22.3 **for full time employees and 22.19 for part-time employees** and shall also be eligible to lay-off or severance pay.

#### **ARTICLE 24- JURISDICTION**

24.1 The Employer agrees not to assign to other persons duties normally performed by employees except with regard to the following insofar as it does not result in the replacement or reduction of the bargaining unit employees subject to 5.3:"

24.1.1 Management personnel who may perform such duties insofar as they are not used to circumvent the provisions of this agreement."

24.1.2 In the case of commercial productions and originations where the client supplies his own specialists.

24.1.3 The Employer shall have the right to sub-contract for goods and services provided that such sub-contracting is not done with the intention of circumventing the provisions of the agreement insofar as it does not result in the replacement or reduction of the bargaining unit employees. It is agreed that programming which is provided by clients over which the company has no control and aired in time purchased by an independent third party (infomercials) or programming that is procured by the Company from an independent third parties in which it exercises no control or has any input and is available to other broadcasters is not encompassed within the duties normally performed by employees, Article 24.1.

#### **ARTICLE 25-EMPLOYEES CATEGORIES**

25.1 Employees covered by this Agreement shall belong to one (1) of the following categories:

25.1.1 Permanent Employees (**Full time**)

A person who is hired to fill a permanent position and has completed his probationary period.

A probationary employee who is found unsuitable to fill the position, may be released at any time. In this case the grievance and arbitration procedure shall not apply.

The probationary period shall be three (3) months continuous and uninterrupted service but may be extended for an additional three (3) months upon written notice to the employee by the Employer.

The probationary period of employees hired as Announcer, Announcers/ Operators, Newscasters and Sportscasters shall be of one hundred and eighty (180) calendar days.

#### 25.1.2 Temporary Employee

A temporary employee is an employee hired for a specific purpose and for a limited time up to a maximum of nine (9) months unless mutually agreed between the Employer and the Union. The temporary employee is hired on a weekly basis, works up to a full week and shall be subject to all the provisions of this Agreement, excepting those pertaining to length of service and benefit plans. When a temporary employee becomes a full-time employee in the same job function and has served a minimum of six (6) months in a nine (9) month period in that same function, it is understood that the employee will have served the probationary period and his/her seniority will be computed from the first (1st) date of hiring during the nine (9) month period specified above.

25.1.3 It is understood that the Employer will refrain from firing/re-hiring practices designed to extend the length of a temporary employee's service nor will Management use the service of a temporary employee or part-time employees to avoid filling a permanent full-time position.

#### 25.1.4 Part-time Employee

**An** employee hired to work for variable periods of time, which may be less than normal daily, weekly, and/or bi-weekly hours of work. Such employees shall be paid on an hourly basis and shall be subject to the provisions of this Agreement, as foreseen in letter of intent 9.

25.1.4.1 The Company will use its best effort to employ on a full-time basis rather than a part-time basis and use as few part-time employees in any one job classification as listed in the wages scales as possible. However it is agreed that the Company may employ any number of part-time employees in any one job classification as listed in the wage scales if scheduling requirements preclude the work being done by fewer part-time employees. It is further agreed that the use of part-time and temporary employees will not result in the reduction of the work force nor for the express purpose of avoiding the payment of overtime for two (2) hour or less. This clause will not disadvantage any part-time employee currently on staff. Notwithstanding the above, the parties agree that there is no obligation on the company to make any operator position full-time.

25.1.5 A part-time employee who becomes a full-time employee in the same job function shall be considered as having completed his probationary period if he has been regularly employed for a period of one (1) year. Seniority shall be computed from a date twelve (12) months prior to the date he became a full-time employee.

#### 25.2 Contractual employees

The parties agree that an employee may be given the opportunity individually to negotiate a personal contract with the Company. Personal contracts and letters of agreement shall not provide for salary and benefits that are less than those outlined in the present collective agreement.

#### 25.3 Freelance personnel

A freelance is a contractual on air person (2.5) hired to fulfil a radio related function who's conditions are established following 25.2. This person is hired for a specific task and for a specific purpose and is not considered a regular or part-time employee.

## **25.4 Internships**

**Placement student- Placement students are defined as those, who as part of their studies curriculum, need to be placed for a specific term in a work place environment as part of an internship placement. While such students are not employees, they may be assigned to assist full-time employees in the bargaining unit provided that they do not perform any work function except under the direct supervision of the employee to whom they are assigned.**

## **ARTICLE 26-UPGRADING**

26.1 When an employee is scheduled or authorized to work in a higher grade than that to which he is regularly assigned, he shall be paid an additional flat rate of two dollars (\$2.00) per hour for the period he is upgraded. Minimum credit shall be one (1) hour.

26.2 When an employee is upgraded expressly for training and under direct supervision for a maximum period of three (3) months, Article 26.1 shall not apply."

26.3 Upgrading shall not be used to avoid paying overtime to the employees of the same job classification.

## **ARTICLE 27 PERFORMANCE & DISCIPLINE**

27.1 Employees shall be advised in writing immediately of the content of any review, report, or disciplinary measure which concerns them if such review or report is to be made part of the employee's file. He shall have the opportunity to reply and such reply shall also become part of his file. In the case of a disciplinary measure, the Union shall be provided with a copy.

27.2 The Employer will remove all adverse reports and disciplinary measures in the employee's file provided the same incident has not recurred and so inform him in writing as follows:

- a) At the end of six (6) months for a notice of reprimand.
- b) At the end of twelve (12) months for a suspension.

This would not apply for an employee involved in a grievance or arbitration procedure, until such procedure is resolved.

27.3 Except for probationary employees, when an employee's performance is unsatisfactory, the matter shall be discussed between the parties and further, the employee shall receive a letter outlining the Employer's concerns within one (1) week following the discussion. The Union shall receive a copy of any letter in such instances.

27.4 **An** employee shall have access to his Personnel Department file in the presence of a member of the Personnel Department during his normal office hours.

27.5 The Employer will maintain the practice of an annual review of the performance of the employee, the result of which will be communicated to him during a personal interview.

27.6 No employee shall be suspended, discharged or otherwise disciplined without just cause.

27.7 Demotion cannot be used as a form of discipline.

## **ARTICLE 28-NOTIFICATION TO THE UNION**

28.1 The Employer shall endeavor to immediately provide to the designated union representative one (1) copy of each of the following:

28.1.1 Notice of vacancy in any classification within the bargaining unit.

- 28.1.2
- a) Monthly notice of any new employee hired, including his classification and starting salary;
  - b) Monthly notice of transfer, classification and annual progression, including the new bi-weekly salary of the employee concerned;
  - c) Monthly notice of hours worked by temporary and part-time employees;
  - d) Advance notice of lay-off;
  - e) List of employees who applied for a vacant position;
  - f) Employee seniority list as well as an update every six (6) months;
  - g) Changes to generic job descriptions;
  - h) A list of employees on recall;
  - i) All written requests for leave under provisions of Article 17.

28.1.3 Notice of dismissal, extension of probationary period, suspension or any disciplinary action affecting any employee within the bargaining unit.

28.1.4 Any notice pertaining to the application or agreed interpretation of this Agreement arising from a grievance meeting.

## **ARTICLE 29-PROMOTION**

29.1 Definitions

- a) Promotion means:  
The assignment of an employee to a position with generally more responsibilities and/or with a higher grade.
- b) Transfer means:  
The assignment of an employee to a position within the same grade.
- c) Demotion means:  
  
The assignment of an employee to a position with generally fewer responsibilities and/or with a lower grade.

NOTE: The assignment is either temporary or permanent depending on the status of the position to be filled."

## 29.2 Posting Procedure

Whenever a new position is created or whenever a position becomes vacant which the Employer decides to fill, it proceeds to a posting according to the following procedure:

a) Should the Employer decide not to fill or to abolish the position, he (she) must notify the Union in writing within the said twenty (20) calendar day period.

b) A notice of vacancy posting shall provide the following information:

- 1) the position title;
- 2) the department;
- 3) the posting period;
- 4) The status of the position i.e.: permanent or temporary
- 5) a *summary* of the function;
- 6) the sub-unit i.e. technical or office;
- 7) the qualifications and requirements for the position;
- 8) the estimated starting date;
- 9) the grade **of** the position to be filled.

c) The posting appears at least on one (1) bulletin board accessible to all employees.

d) Prior to the expiry date specified on the posting, notice of vacancies shall be posted for not less than seven (7) calendar days for permanent vacancies and two (2) calendar days for temporary vacancies.

e) The Union may, while the notice of vacancy is posted as provided for in the present article, submit names **of** employees at their specific request.

f) The name of the successful candidate is posted on the bulletin board.

g) Where the successful candidate is an employee on an authorized leave of absence, the trial period starts on the first day the employee is back to work and commences in his (her) new position."

For part-time jobs a notice should be posted on bulletin boards of the availability of the position.

## 29.3 Filling of Vacancies

The position is filled by an applicant having the ability to perform the function as posted.

The Employer makes the selection based on the following factors:

Qualifications and experience in relation with the requirements listed in the posting.



When the above factors are equal between two (2) or more applicants, unit seniority will be the determining factor.

29.4 If no candidate in the bargaining unit is qualified for the vacancy as posted, the vacancy may be filled from outside the unit.

29.5 The fact that an employee did not apply for or refused a position does not affect his (her) right to apply for a position in the future.

29.6 Filling of a Temporary Vacancy by a Permanent Employee

When as a result of Articles 29.2 and 29.3, a temporary vacancy is filled by a permanent employee, the following shall apply:

the employee keeps the same anniversary date;  
in the case of a promotion, the employee's bi-weekly rate of pay shall be set at the second year level of the applicable grade or, the employee shall receive an additional two dollars and fifty cents (\$2.50) per hour worked, whichever is lesser;  
the employee keeps his (her) permanent status;  
the employee returns to his (her) original permanent position when the temporary position is terminated."

29.7 Within the first three months, at the employee's request, he (she) may be returned to his (her) former job if available or an equivalent position . In such cases, the employee reverts to his (her) former salary and grade or the salary and grade of such equivalent position.

29.8 The employer agrees not to **fill** the vacancy (except as provided for in 29.7 above) before the expiration of the posting period provided for in article 29.2 above

29.9 Transfer Outside of Bargaining Unit

No employee shall be transferred or assigned to a position outside the unit without his (her) consent. No employee shall be penalized in any way for refusing to accept such transfer or assignment.

29.10 Information to Union: The Employer gives the Union

- 1) a copy of the posting
- 2) within seven (7) calendar days of the end of the posting period, the names of the employees who have applied
- 3) the name of the successful candidate

At the unsuccessful candidate's request, the Employer will provide him (her) with the reasons as to why he (she) was not chosen.

## **ARTICLE 30-JOB DESCRIPTION**

30.1 Job description

### **Journalist:**

A journalist gathers and receives information, writes the appropriate text according to the sources of information available to her/him, inserts the appropriate audio segment in the text, and may be called upon to do phone interviews. Once completed, she/he electronically or manually sends the information to the news booth. She/he will do the recording without the help of a technician on the company's equipment.

Upon request from her/his superior, she/he may be asked to deliver on-air news bulletins, as well as weather reports, sports, business or any other news related information.

The journalists prepare their text with the equipment provided by the company following an appropriate training period. The journalist may be asked to gather information or prepare an in-depth report outside the studios, at the location of a major event or anywhere newsworthy events happen, as determined by the news director. The information gathered on the scene can be transmitted by any means, electronically, phone or faxed by the journalist to the station. The journalist may also be asked to prepare bulletins to be read on other radio stations within the company.

### **Sportscaster**

A sportscaster gathers or receives sports information, writes the appropriate text according to the sources of information available to him, embeds the appropriate audio segment in the text, and may be called to do phone interviews. Once completed, she/he electronically or manually sends the information to the news booth. She/he will do the recording without the help of a technician on the company's equipment.

Upon request from her/his superior, she/he may be asked to deliver on-air sports bulletins, or any other sports related information.

The sportscasters prepare their text with the equipment provided by the company following an appropriate training period. The sportscaster may be asked to gather information or prepare an in-depth report outside the studios, at the location of a major event or anywhere newsworthy events happen, as determined by the news director. The information gathered on the scene can be transmitted by any means, electronically, phone or faxed by the sportscaster to the station. The sportscaster may also be asked to prepare bulletins to be read on other radio stations within the company.

### **Traffic reporter**

This person gathers information on the traffic situations in and around Montreal and keeps listeners informed on a regular basis, and may be called to provide on-air coverage of traffic related or consequential problems. She/he will receive calls from listeners and will have access to electronic information from Transport Quebec or any other source of information related to traffic. Outside of morning and afternoon rush hours the Traffic reporter is expected to assist in the preparation of newscast text and audio.

The working hours of the traffic person can be split between the morning and the drive periods or be continuous if the information is provided on a regular basis throughout the day.

### **Radio Operator**

Operates the technical and computerized equipment for direct on-air broadcasting (or retransmitting) and ensures the proper working operation of technical or computerized equipment for transmitting the on-air content to the transmitters. The operator also prepares, as needed, a log of problems encountered with the technical/computerized aspects of the on-air operations. The operator could be asked to place calls for the on-air journalist or receive calls made to these same journalists.

### **Audio producer**

Operates the digital system of audio production as well as the interface with automated on-air systems in order to create promotional jingles or commercial production. The audio producer can be asked to participate in the conceptual aspect of the creation of the jingles or commercials with the program director, the copy or promotion department as well as the selection of the musical bed for production.

### **Traffic & billing personnel**

Operates the traffic system for each radio stations, prepares daily schedules, reports any problems with inventory usage, ensures the accuracy and completeness of every broadcast order. They are responsible for replies to inquiries regarding times commercials aired and must make sure that all material required was received to ensure the proper broadcast of each commercial. They are responsible for providing the Sales Manager with availability reports, and updates on a timely basis. They are responsible for proper classification of any orders, contracts and instructions for further retrieval. They are responsible for billing and month-end reporting procedures and any reports necessary to close the month. They are responsible for preparing and sending the CRTC any requests received regarding daily logs and other related reports.

### **Copy writer**

Prepares and creates commercials according to the specifications of the sales representatives and the clients. Creates promotional text for the station, translates already prepared text, ensures that all material was received from the client, different advertising agencies or sales representatives. Is responsible for the coding of the commercials and ensures that they are recorded into the traffic system. They contact or meet the client in order to obtain all necessary information (type of commercial, musical bed selection ect...). In conjunction with the producer, prepares the demo, ensure approval of the final product by the client, makes any required corrections and makes certain that the length is respected and that the commercial is of the quality expected.

### **Receptionist**

Does all office related tasks (i.e. typing, entering information about listeners and winners in databases), answers the phones, dispatch prizes to winners, prepares and supervises the flow of couriers and related receiving/shipping functions related to office work. The receptionist also directs people to the different services of the stations.

Ensures that all calls are forwarded to the appropriate persons, and messages are taken accurately and delivered on a timely basis.

### **Technical engineer**

He (she) is responsible to ensure the maintenance of all technical equipment related to broadcasting and/or the operations of the station including preventative maintenance procedure, daily reviews of the logs in order to sustain suitable operations.

He (she) is also responsible to initiate purchase orders for equipment and services necessary in order to accomplish her/his function, and is responsible for the upkeep and the safeguarding of the equipment. Is required to order lines for the daily operations or for remotes broadcast and must keep employees informed of any changes in operations that will directly impact on another's persons jobs.

### **Information system administrator**

He (she) is responsible for the operation of the networks, upkeep of users machines, deployment, analysis and testing of new systems, responsible for user training, research and development of new hardware and software, responsible for design and writing of new company oriented software. He (she) is also responsible for the WEB site, maintenance and updating,

### **ANNOUNCERS**

This person is hired to host or co-host a show. He (she) can take phone calls from listeners and record segments of programming if required to do so.

### **ANNOUNCER-OPERATOR**

In addition of hosting or co-hosting a show, the announce-operator has also the responsibility to deliver on air his show and to operate the console and different equipment necessary in airing his (her) show. He (she) can take phone calls from listeners and record segments of programming if required to.

30.2 The parties agree that the wages specified. in this agreement are appropriate for the work performed in each job as of the signing of this agreement, however the Employer shall notify the Union in writing no less than thirty (30) days in advance:

a) of any significant change contemplated to the duties, tasks or responsibilities of a job covered by this Collective Agreement,

b) of any new job to be created and declared by the Employer, adjudicated or jointly deemed to be the jurisdiction of the bargaining unit."

c) of the wage group in which the Employer wishes to classify a new or modified job

d) Should differences exist as to the salary range for the new or modified job remain unresolved either party may make the difference a subject of grievance and/or arbitration. The arbitrator will have the power to establish the proper salary range for the job.

**Talk show producer**

This person is involved in the preparation and hosting of talk show. He /she is responsible for lining up show topics and guests that will be used on-air. He /she prepares stories through the use of various resources including newspapers, internet and BURLI. A talk show producer can go on-air if needed.

**Researcher**

This person assists hosts or the Program Director/News Director in the development of content for on-air shows. The primary responsibility of the researcher is to book guests for interviews with show hosts. The researcher could also be asked to identify story ideas through the use newspapers, internet and BURLI etc.. A researcher does NOT have on-air responsibilities.

ARTICLE 31-TRAVELLING EXPENSES

31.1 For the purpose of this Agreement, the following definitions shall apply:

31.1.1 In-Town -Anywhere within a fifty (50) kilometer radius of the station.

31.1.2 Out-of-town - Anywhere beyond a fifty (50) kilometer radius of the station."

31.2 Employees on out-of-town assignments who require overnight accommodations shall receive a per diem allowance of sixty-one dollars (\$61.00) for each twenty-four (24) hour period in addition to the cost of accommodations. Further, when absences involve fractions of a twenty-four (24) hour period, the per diem shall be in the amount of three dollars and fifty-five cents (\$3.50), per hour to a maximum of sixty-one dollars (\$61.00).

31.2.1 Employees on out-of-town assignments shall receive single accommodations, at the Employer's expense, when single accommodation is available at the location concerned.

31.3 Employees on out-of-town assignments who do not require overnight accommodations and are required to purchase their own meals will be compensated as follows and the meal allowances referred to in Article 10.4 would not apply:

Breakfast:	\$ 8.00
Lunch:	\$15.00
Dinner:	\$17.00
Subsequent meal:	\$15.00"

31.4 The allowance mentioned in Article 32.2 and 32.4 shall be in addition to the following allowable expenses:

31.4.1 The cost of transportation.

31.4.2 The cost of taxis and limousine service between point of departure and station or airport, at points of departure and return; and between station or airport and hotel, at point of destination.

31.4.3 The cost of long distance calls required for the Employer's business and also, in North America, one (1) personal call home after 18:00 hours, local time, to a limit of **ten (10)** minutes on the first day of remote assignment and on alternate days after. Elsewhere, a **fifteen (15)** minute call home for each five (5) days of remote assignment.

**Calls could be replaced by thirty (30) minutes of internet access in North America and forty five (45) minutes elsewhere in the world.**

31.4.4 The actual cost of laundry on out-of-town assignments of three (3) nights or more upon presentation of receipts.

31.5 An application for an advance to cover traveling and location expenses will be made as far in advance as possible. The advance will be given to the employee prior to his departure time. **An** accounting of any such expenditures with receipts will be submitted for approval within five (5) working days of an employee's return.

#### **ARTICLE 32-TRAVELLING TIME CREDITS**

32.1 For pay purposes, employees engaged in traveling on an out-of-town assignment for the Employer shall be credited with all time consumed when traveling on such assignment except as provided in Article **33**. Such time will be computed:

32.1.1 From the scheduled time of the carrier's departure when the employee leaves his home for travel by carrier. If the carrier's departure is delayed more than one (1) hour, the employee shall so advise the Employer.

32.1.2 From the assigned hour of departure from his home, when an employee travels by automobile direct to the assignment.

32.1.3 From the time he leaves his normal place of employment when the employee reports there before proceeding to travel.

32.1.4 From the assigned hour of departure from his lodging when an employee is using an overnight accommodation.

#### **ARTICLE 33- WAIVER OF TIME CREDITS**

33.1 When traveling is on a carrier between 08:00 A.M. and 24:00 hours midnight, local time, full time shall be credited up to and only for the first seven and one-half (7 1/2) hours of travel for **on-air** and Office and the first eight (8) hours for Technical.

33.2 When travel is on a carrier between 24:00 hours and 08:00 hours, local time, and suitable sleeping facilities are available, no credit shall be allowed. For the purpose of this section, a single occupancy berth, a first class seat on a plane or a regular seat on a charter shall be construed as suitable sleeping facilities. When an economy class seat is provided, half-time credit shall be allowed. When travel is designated by the Employer on conveyances which do not have suitable sleeping facilities, full time credit shall be allowed.

#### **ARTICLE 34- USE OF EMPLOYEE'S CAR AND TAXIS**

34.1 It is agreed that the use of an employee's car in executing the business of the Employer is not compulsory. If an employee is authorized to use his automobile on the Employer's business, he shall be reimbursed **based on the allocation per kilometre according to the limit of the deduction of tax-exempt allowances reviewed annually and published by Revenu Québec**

34.2 An employee who has no personal means of transportation shall be reimbursed by the Employer, the cost of taxis when they are required to commence or conclude a tour of duty outside of the scheduled hours of essential services in the case of public transportation disruption. Reimbursements will be made upon presentation of receipts up to a maximum of twenty-seven dollars and **fifty** cents (27,50\$).

If an employee commences his tour of duty before 5:01am or finishes his tour of duty after 10:01pm he is allowed to be reimburse the cost of taxis in the period before 5:01am and after 10:01 pm. Other arrangements can be taken in agreement with the employee.

34.3 Employees on in-town remotes who are required to provide their own traveling arrangements to remote locations will be reimbursed the actual cost of parking upon submission of receipt.

#### **ARTICLE 35-PRERECORDING & PREPARATION**

35.1 On-air personnel shall be permitted to pre-record programs or commercials for the purpose of broadcasting in or out of the announcer's work shift, on his days off or his vacation, or for special purpose broadcasts such as obituaries for prominent people.

35.2 Any announcements or programs recorded by an announcer, newscaster/writer or sportscaster/writer, at his written request, shall not be used past one year after such person has **left** the employ of the Company.

#### **ARTICLE 36-BENEFIT PLANS**

36.1 Employee benefit plans consist of the following plans:

1. Group Life Insurance, Health and Major Medical;
2. Long Term Disability;
3. Group RRSP and DPSP;
4. Travel Accident;
5. Dental Plan; premiums are fully paid by the Employer;

- 6. Eye Care Plan;
- 7. Chiropractor \$21.00 per visit.

36.2 The group insurance classifications shall be based on the employee's current base salary.

36.3 The employee pension (Group RRSP and DPSP) classification contributions shall be based on the employee's current base salary. **On a volunteer basis, an employee who wishes to contribute a percentage can do so. However the company will match that contribution to a maximum of three percent (3%)**

36.4 Employee benefit plans are reputed **part** of the present collective agreement and shall not be reduced generally or in part during the life of the collective agreement.

36.4.1 The employer's contribution to group insurance payments will be limited to the existing rate structure. If any premium increase exceeds the increases in the CPI index of October of each year, the Company will inform the union. The union then decides whether it wishes to lower, but not eliminate, the level of benefits or to maintain the plan as it exists and pass on to the employees as a payroll deduction the amount of increase in the premium that exceeds the CPI increase.

36.5 Copies of the Master agreements relating to benefit plans between the Employer and Insurers or fiduciaries shall be forwarded to the Union within ten (10) days of their signature.

## **ARTICLE 37-GRIEVANCE PROCEDURE**

37.1 It is mutually agreed that it is the spirit and intent of this Agreement to address, as quickly as possible, grievances arising from the application of this Agreement and the Letters of Agreement.

37.2 The parties recognize that the Canada Labour Code provides that any employee may present his personal grievance to his Employer at any time. Any such grievance may be subject to consideration and adjustment as provided in the following articles on grievance procedure.

### **Step 1**

When a grievance arises, the employee(s) and/or the Shop Steward shall discuss the matter within fifteen (15) days of the event that gave rise to the grievance, with the Manager concerned.

### **Step 2**

In the event the grievance is not resolved in the first step, either the employee(s) and/or the Shop Steward shall submit it in writing within thirty (30) days of the event which gave rise to the grievance. A meeting shall be held to consider the grievance. Such meeting shall take place within ten (10) days of the submission, in writing, of the grievance. Such meeting shall be attended by the Union Grievance Committee which shall normally not exceed three (3) employees including a representative of the present bargaining unit and may be attended by the grievor (s) where required and by persons designated by the Employer.



Minutes of such meeting shall be kept and signed by both parties.

### Step 3

In the event the grievance has not been resolved within fourteen (14) days after the final meeting in Step 2, either party may, upon notice by registered mail to the other, but no later than thirty (30) days after the final meeting in Step 2, or in Article 38.4, submit a grievance to final and binding arbitration. Within the next following ten (10) days of the said notice, the parties, by way of their representatives, shall agree on the naming of a sole arbitrator. If the parties are unable to agree on the selection of an arbitrator within the said ten (10) day delay, the Minister of Labour may be requested by either party within the next following ten (10) days to appoint the arbitrator.

37.3 The time and limits specified in Steps 1 and 2 shall be counted in calendar days, save that an employee who is absent from the station by reason of a leave provided in this Agreement, or because of an outside assignment, will obtain an extension of the time limits amounting to the number of calendar days for such an absence. The above time limits may be extended by written agreement.

37.4 A grievance shall not be invalid due to an error in wording or formulation which does not affect the nature or substance of the grievance, or the desired redress.

## **ARTICLE 38- ARBITRATION**

38.1 An arbitrator to whom any grievance may be submitted, in accordance with Article 37, shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of such grievance, but shall not have jurisdiction or authority to alter in any way any of the terms of this Agreement.

38.2 If it is determined by the arbitrator that an employee has been suspended or discharged or otherwise disciplined and that the disciplinary measure is without just cause, the arbitrator may change or amend such penalty and give an award that seems just and reasonable in all circumstances.

38.3 The award of an arbitrator, in respect to any grievance regarding the status of an employee which may be submitted, as provided for above, shall in no case be made retroactive to a date prior to the date upon which such grievance was first submitted, in writing to the Employer, except in the case of a proper contractual wage payment as provided for under the collective agreement, seniority, granting of holidays, vacation and sick leave.

38.4 If either of the parties considers that this Agreement, including the Letters of Agreement, is being misunderstood, misinterpreted or violated in any respect by the other, the matter may be submitted as a written grievance and discussed between representatives of the Employer and the Union. Minutes of such meeting shall be kept and signed by both parties. If not satisfactorily settled within fourteen (14) days of the above meeting, either party may refer the matter to arbitration as provided in Step 3 of the Grievance Procedure.

38.5 The cost and/or expenses of the Arbitrator shall be borne equally by the Employer and the Union, except that no party shall be obligated to pay the cost of a stenographic transcript without express consent.

#### **ARTICLE 39- EFFECTIVE DATE & DURATION AND RENEGOCIATION NOTICE**

39.1 **The terms and conditions of this Agreement including appendices and letters of the agreement shall come into force as of the January 1<sup>st</sup> 2006 and remain in force till the expiration date of December 31st 2008. . Either party has the right, after October 1<sup>st</sup>, 2008 to notify the other its intention to commence negotiations to modify this agreement. Such notice must be made between October 1, and November 30 of that year by registered mail.**

39.1.1 Unless specified otherwise any payments or penalties payable to employees under the present Agreement shall be based on the salary schedules and scales as set out in the present Agreement. Automatic increases, general increases and retroactivity payments shall only apply to the extent of the salary schedule and scales provided for in the present Agreement permit and shall not increase the salary of an employee paid above scale whether by written contract or otherwise. In disposing of any grievance an arbitrator shall not have jurisdiction to award payments to employees which would exceed any payment expressly provided for under the terms and conditions of the present Agreement. "

39.2 In the event that prior to the expiration of this Agreement either party desires to negotiate a new Agreement, notice in writing by registered mail shall be given to the other party within a period of one hundred and twenty (120) days next preceding the expiry date of this Agreement. If such notice is given by either party and no new Agreement is reached, all provisions of this Agreement shall continue to be observed by both parties until seven (7) days after the report of the Conciliation Board is received by the Minister of Labour, as set forth in the Canada Labour Code (Part I), Section 49.

39.3 Upon receipt of notice from either party of a desire to negotiate a new Agreement, as provided in Article 39.2, 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.

39.4

Parties understand and agree that the Collective Agreement will be in English only.

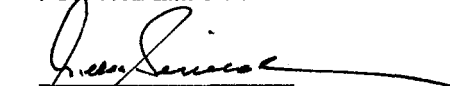
Les parties se sont entendus pour que la présente convention collective soit rédigée uniquement en anglais

39.5

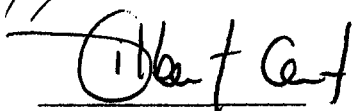
The parties understand and declare that in case any provisions of this Agreement are now or hereafter inconsistent with any Statute of Canada or any Order-in-Council or Regulations passed there under, such provisions shall be to that extent only deemed null and void or shall be applied in such manner as will conform with law.

Parties have signed on this 2 day of AUGUST 2006, in Montreal Quebec.

FOR THE EMPLOYER



Gilles Senécal  
Directeur RH

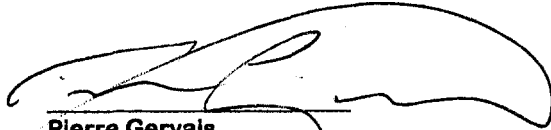


Gilbert Cérat  
VP Operations

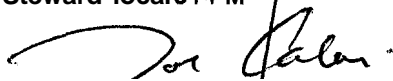
FOR THE UNION



Betsy Lipes  
Chief steward local 614-M



Pierre Gervais  
Steward local 614-M



ional rep. CEP (Québec)

**Appendix "A"**

**IN THE MATTER OF THE**

Canada Labour Code

- and -

Communications, Energy and Paperworks Union of Canada applicant

-and-

Mount Royal Broadcasting Inc.,  
Montreal, Quebec  
employer

-and-

National Association of Broadcast  
Employees and Technicians,

Former  
Bargaining agent.

**WHEREAS**, the Canada Labour Relations Board, by Order dated October 19, 1989 certified the National Association of Broadcast Employees and Technicians as the bargaining agent for a unit of employees of Metromedia CMR Broadcasting Inc.;

**AND WHEREAS**, the Canada Labour Relations Board has received from the applicant an application, pursuant to section 43 of the Canada Labour Code (Part I - Industrial Relations), seeking a declaration that, as a result of a merger. the Communications, Energy and Paperworks Union Of Canada succeeds the National Association of Broadcast Employees and Technicians as the bargaining agent for the said unit of employees of MetromediaCMR Broadcasting Inc.;

**AND WHEREAS**, following investigation of the application and consideration of the submissions of the parties concerned, the Board is satisfied that the merger occurred;

**NOW, THEREFORE**,it is hereby declared by the Canada Labour Relations Board that the Communications, Energy and Paperworks Union of Canada is now the successor bargaining agent, as such, has acquired all the rights, privileges and duties of the National Association of Broadcast Employees and Technicians with respect to certified bargaining unit described in the said Order as follows;

"all employees of Mount Royal Broadcasting Inc., excluding the following classifications:

- President,
- Executive vice-president,
- General manager,
- Vice-president,
- Controllers,
- Program director,
- Promotion manager
- Sales representatives,
- Accounting director
- Sales managers
- Executive secretary

**ISSUED** at Ottawa , this 10th day of July 1995, by the Canada Labour Relations Board.

Jean L. Guilbeault, QC,  
Vice-chairman  
(Pursuant to Section II of the Code)

Letter of Agreement #1

### **TRAINING**

The Employer undertakes to provide training in order to develop and maintain the skills of employees within the bargaining unit.

Letter of Agreement #2

### **CANDIDATE FOR ELECTION**

The Employer shall grant leave without pay to any employee seeking nomination as a candidate and to be a candidate for an election as a member of the House of Commons, a Provincial legislature or territorial council for a period ending on the day which the results of the election are officially declared or on such earlier day as may be requested by the employee if he has ceased to be a candidate. **An** employee declared elected as a member of a territorial council and whose responsibilities regularly impede his working schedule at CINW/CFQR thereupon ceases to be an employee.

Letter of Agreement #3

### **PROFESSIONAL ETHICS**

If an employee is prosecuted following acts performed in good faith and in the normal exercise of his duties, and also when acting under orders from the Employer, the latter shall assume the defense of the employee as well as the costs involved including damages and interest.

(a) Decisions at all levels of the procedure, including the choice of attorneys and their mandate, shall be taken by the Employer.

(b) In the event the acts referred to in paragraph (a) prevent an employee from working, the Employer shall maintain the employee's wages, and seniority shall continue to grow.

The employee prosecuted shall be allowed not to avail himself of the above provisions. In which case, he shall assume his own defense, defray expenditures and be solely responsible for the judgment consequences.

Letter of Agreement # 4

### **PREPARATION TIME**

The Company recognizes that staff employees involved as hosts, co-hosts, dominant or featured performers in programs require time for preparation of their programs. To this end, the Company agrees that in scheduling work assignments for these employees, the Company shall consult with the employee in providing for the preparation time required. Said time spent in preparation shall be credited as part of the workweek. The final determination of preparation time required shall rest with the Company

Letter Of Agreement # 5

### **ON CALL RADIO TECHNICIAN**

When a Radio Technician is requested to be "on call" on any day off, compensation will be eight (8) hours at twenty percent (20%) for each such occasion. If the Technician is called to work, then Article 9 will apply.

Letter of Agreement # 6

**TRAFFIC AND BILLING DEPT.**

"The parties recognize that the current weekly hours work by employees in the traffic department do not conform with the terms of the collective agreement.

It is agreed that as long as the hours and scheduling remain as they existed at the time of the signing of this agreement this arrangement can continue. However should there be any changes in work schedules or in the total individual or departmental hours worked, either increases or decreases, any reassignment of hours will favor the more senior employee."

Letter of Agreement # 7

**ACCUMULATED SICK DAY BANK AS JANUARY 1, 2000**

Kim Bickerdike	175.5
Paul Huberdeau	180
Louise Kanters	180
Anne Carlon	171.5

Letter of Agreement # 8

**Supplemental Unemployment Benefit (SUB) Plan**

The plan covers all full time permanent unionised employees covered by the bargaining agreement between Metromedia CMR Broadcasting Inc. and Communications, Energy and Paperwork's of Canada (the union).

Only employees who have exhausted their sick days bank (or their 12 days per year for new employees) and who are still sick and are not yet eligible to long term disability insurance benefit from the group insurance protection are eligible for compensation under this SUB plan.

To be eligible to the content of this letter of intent, the employee must receive UI and proof to the employer must be presented

In the case of employees with no sick days the employer will cover the two week waiting period by providing this employee with 75% of his regular weekly wages for these two weeks.

The amount covered under the SUB plan is equal to 75 % of regular weekly wages

The SUB plan is in effect throughout the duration of this collective agreement.

The SUB plan will be financed out of general revenues

When an employee has exhausted his sick bank days and the SUB plan, the employer will provide the employee with 75 % of regular weekly wages until the time he is eligible for LTD, i.e.: 26 weeks after the beginning of the illness.

Letter of intent # 9

### **PART-TIME EMPLOYEES**

**Both parties agree that all the clauses in the collective agreement shall apply to part time employees except those that specify otherwise. Furthermore, the following articles will also not apply.**

**7**

**8.2**

**8.5**

**9.2**

**9.4**

**12.2-12.7**

**17**

**21.11**

**21.13**

**35 except 35.3**

### **Letter of agreement 10**

It is understood that for the duration of this agreement, every employee whose actual salary is below that scale of year one of the new grid will be starting at year one and go up the scale every year until he (she) reaches the top of the scale. **If** an employee actual salary is located within a scale, it will be adjusted two levels above his actual salary.

For journalists, they will be placed in their actual scale or, if above an actual scale, in the next higher one proactively, to harmonize the scales.

For employees above the scales, and who does not have a personal contract, they will have an annual increase of 2.5% for the duration of this contract.

It is understood that every other aspect of seniority will not be affected by this letter of agreement and only the salary will be subject to scale.



LETTER OF INTENT 11

<b>Work Status</b>	<b>Last Name</b>	<b>First Name</b>	<b>Job Title</b>
FT-Full Time	Allen	Jennifer	Journalist
FT-Full Time	Bernier	Nathan	Journalist
FT-Full Time	Bickerdike	Kim	Technical engineer
FT-Full Time	Charles	Patrick-Henry	Script
FT-Full Time	Connell	James	Journalist
FT-Full Time	Connors	Ken	Journalist
FT-Full Time	Da Estrela	Leonel	Operator
FT-Full Time	Devine	Jason	Adj Promotion
FT-Full Time	Fitzgerald	Jill	Journalist
FT-Full Time	Gervais	Pierre	Producer
FT-Full Time	Hudson Foga	Peter	Journalist
FT-Full Time	Kanters	Louise	traffic and billing
FT-Full Time	Lesser	Diane	Copy Writer
FT-Full Time	Letang	Patrick	Journalist
FT-Full Time	Lipes	Betsy-Anne	Producer
FT-Full Time	Morgan	Barry	Journalist
FT-Full Time	Murphy-Carlon	Anne	traffic and billing
FT-Full Time	Phaneuf	Caroline	News Journalist
FT-Full Time	Pipia	Luciano	Journalist
FT-Full Time	Sahlas	Aphrodite	Announcer
FT-Full Time	Schwartz	Lauren	Journalist
FT-Full Time	Shaloub	Mark	Journalist
FT-Full Time	Truss	John	<b>Copy</b> Writer
FT-Full Time	Wheeler	Melissa	Journalist
PT-Benefits	Sciortino	Maria	Receptionist
PT-No Benefits	Baier	Olivier	Operator
PT-No Benefits	Brown	Jessica	Journalist

LETTER OF INTENT 11

Work Status	Last Name	First Name	Job Title
PT-No Benefits	Bumbray	Christopher	Journalist
PT-No Benefits	Cardarelli	Lisa	Copy Writer
PT-No Benefits	Charlebois	Gregory	Journalist
PT-No Benefits	Chiva-Razavi	Chadi	Copy Writer
PT-No Benefits	Connell	Jesse	Operator
PT-No Benefits	Courtenay	Gordon	Announcer
PT-No Benefits	Daigle	Christin	Anchor
PT-No Benefits	Denis	Marc	Announcer
PT-No Benefits	Dessi	Riccardo	Tech Support
PT-No Benefits	Dodge	John	Producer
PT-No Benefits	Draycott	Michael	Anchor
PT-No Benefits	Edwards	Margoe	Anchor
PT-No Benefits	Fiset	Lisa	Journalist
PT-No Benefits	Huneault	Yvan	Anchor
PT-No Benefits	Kilkenny	Carmel	Journalist
PT-No Benefits	MacKinnon	Ron	Operator
PT-No Benefits	Marandola	Sabrina	Journalist
PT-No Benefits	Marsellos	Deborah	Journalist
PT-No Benefits	Martos	Larry	Tech Support
PT-No Benefits	Mayes	Nicholas	Tech Support
PT-No Benefits	McMahon	Shaun	Anchor
PT-No Benefits	Moidel	Mark	Journalist
PT-No Benefits	Sjogren	Tor	Tech Support
PT-No Benefits	Smith	Christopher	Tech Support
PT-No Benefits	Viscusi	Tony	Operator
PT-No Benefits	Werleman	Karl	Copy Writer
PT-No Benefits	Winter	Tracey	Journalist
PT-No Benefits	Yager	Kira	Copy Writer
Full Time/Contractual	Boulatta	David	Announcer
Part Time	Montejo	Camilo	Operator
Temporary	Sudyko	Alyssa	traffic and billing

LETTER OF INTENT 11

<b>Work Status</b>	<b>Last Name</b>	<b>First Name</b>	<b>Job Title</b>
Casual	Ainscow	Megan	Receptionist
Casual	Epps	Pamela	Anchor
Casual	Fortino	Alessandro	Operator
Casual	Iozzo	Lenny	Operator
Casual	Logan	Gordon	Journalist
Casual	Mahoney	Dan	Announcer
Casual	Seline	Katie	Receptionist
Part Time	Zafran	Jeremy	Anchor
Casual	Zlotnick	Dayna	Receptionist
Freelancer	Desautels	Susan	Announcer
Contractual	Zakaib	Paul	Announcer
Contractual	Rand	Aaron	Announcer

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