

Collective Agreement

Between:

NEWS TALK 580 CFRA

a division of Bell Media Inc. (the "Company")



and

OTTAWA NEWSPAPER GUILD

CWA Canada Local 30205, (the "Union")



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ARTICLE 1 – RECOGNITION

The Company recognizes the Union as sole and exclusive bargaining agent for the bargaining unit described by the Canadian Industrial Relations Board as follows:

“all employees working at the radio station CFRA, known as News Talk 580 CFRA, a division of Bell Media Inc., excluding persons who perform management functions, persons employed in a confidential capacity in matters relating to industrial relations, persons with sales responsibilities, and persons covered by an existing certification.”

ARTICLE 2 – DEFINITIONS

2.1 For purposes of this Agreement,

- a) “Regular Full-time Employee” means an employee who is normally required to work thirty-seven and one half (37.5) hours per week.
- b) “Regular Part-time Employee” means an employee who is normally required to work less than thirty (30) hours per week. All articles of the collective agreement shall cover a regular part-time employee unless stated otherwise. It is further understood that the minimum number of hours for a part-time shift will be four (4) hours.
- c) “Temporary Employee” A temporary employee means an employee who is not a casual employee but is hired, on either a part time or a full-time basis to cover another employee’s leave of absence up to eighteen (18) months or to work on a special project up to eighteen (18) months. Temporary employees shall be subject to the terms of this Agreement, except for Hours of Work (except for 11.4 – Tour of Duty, 11.5 – Turnaround, which will still apply), Vacation, Holidays, Overtime (except for 14.1 – Overtime, which will still apply), Bereavement Leave, Child Care Leave, Seniority, Lay-offs or as specifically provided for herein.
- d) A casual employee means an employee who is hired on a daily or sporadic basis to cover short-term operational needs, peaks, and other contingencies. Casual employees shall be subject to the terms of this Agreement, except for Hours of Work (except for 11.4 – Tour of Duty, 11.5 – Turnaround, which will still apply), Vacation, Holidays, Overtime (except for 14.1 – Overtime, which will still apply), Bereavement Leave, sick leave, Child Care Leave, Pension and Benefits, Seniority, Lay-offs or as specifically provided for herein. Hours of work may be less than full-time on a daily or weekly basis.

e) A Student is one who is employed during the summer vacation period, weekends, Christmas vacation period, and on an occasional basis throughout the year while attending school. Upon hiring, and as a condition of employment, Students will be made aware that they are expected to be available during Christmas and summer vacation periods to backfill full-time employees.

f) Freelancers, whose background or expertise is not available within the bargaining unit, may be engaged to act as commentators, "pundits" or news analysts.

g) Interns are students, who, as part of their curriculum, are required to be placed for a specific term in a workplace environment as part of an internship placement. Students are placed in an internship opportunity for a period that is not less than one (1) week and is not to exceed six (6) weeks. Interns are not covered by this Collective Agreement. Interns shall not be used as a replacement for full-time or part-time employees.

h) Students, Temporary employees and Freelancers shall not be employed for work that would eliminate or displace a regular Part-time employee.

i) Students, Temporary employees, Freelancers and Part-time employees shall not be employed for work that would eliminate or displace a regular Full-time employee.

j) Hosts are "employees" as defined in Article 2 and all the provisions of the present collective agreement apply to Host, with the exception of the clauses dealing with filling of vacancies, hourly rates, task allocation, weekly hours of work, layoff and recall and severance and notice pay or termination of employment. The latter are governed by an individual fixed-term contract between the Host and the Company, unless the collective agreement provides a greater benefit. It is agreed between the parties that the rate of pay stipulated in the contract may not be lower than that provided for in the collective bargaining agreement. The Company maintains full and final decision on the hiring, replacement and backfill of all Hosts as per Article 9 (Management Rights) and in accordance with the LETTER OF AGREEMENT – SHARING OF WORK.

2.2 Employees covered by this agreement shall be on a probationary period for a period of six (6) months from the date of their employment with the Company. Any time absent from work during the probationary period will extend the employee's probationary period. The extension will be equal to the time missed. During the probationary period or extension thereof, the Company may release an employee who is not suitable.

The Probationary period for part-time employees will be the equivalent of six months of full-time hours. In other words, the probationary period will last 900 hours and may be extended for any missed time as outlined above.

In the case of an extension, the employee and the Union shall be advised of such extension in writing and the reasons therefore.

ARTICLE 3 – DISCRIMINATION AND HARASSMENT

3.1 Employees shall enjoy equal rights under this Agreement, regardless of age, sex, sexual orientation, gender identity and expression, marital status, colour, race, ethnic or national origin, or religious or political affiliation, or sickness or disability.

3.2 The Company and the Union agree that they will not unlawfully discriminate against or harass an employee for reasons of choosing to become a Union member or not to become a Union member or for exercising any rights provided within this Agreement.

3.3 It is the policy of the Company and the Union that all employees shall maintain a working environment, which is free from harassment, including personal harassment, sexual and/or racial harassment.

3.4 All employees shall be treated with respect and dignity within the workplace. Harassment of any kind will not be tolerated. Employees have a right to file a complaint if they reasonably believe they are being subject to harassment, violence, or discrimination through the course of their employment. Further, complainants may choose whether the complaint is appropriate for negotiated resolution, mediation, or investigation.

Employees may have the assistance of the Union in the filing and dealing with a complaint. The Union is a party to the process such that, if a complaint process regarding bargaining unit employees results in any resolution, report, or recommendations, the Union will be made privy to any such resolution, report, and/or recommendations, with necessary redactions to protect confidentiality of the individuals involved.

3.5 The process of dealing with complaints will be in accordance with Bell Media's Harassment and Workplace Violence Policy, which outlines the definitions, responsibilities, complaint process as well as the investigative process. If there is a material change to Bell's Media Harassment and Workplace Violence Policy, the Parties will discuss the implications for the CFRA bargaining unit.

3.6 There shall be no retribution or retaliation of any kind against employees pursuing their rights under this Collective Agreement.

ARTICLE 4 – FILLING OF VACANCIES

4.1 Where the Company decides that a bargaining unit position is to be filled or created on a full-time or regular part-time basis, the Company shall post a notice of vacancy, which will include the proposed job title, job classification and a description of the general duties. The vacancy will be posted for a minimum of seven (7) days with copies sent to the Union.

4.2 The Company will post all temporary assignments within the bargaining unit of nine (9) months duration or longer. The successful applicant will be reassigned to the temporary position without loss of seniority or benefits.

4.3 Selection process for jobs within the bargaining unit shall be based on qualifications established by the Company. These qualifications may include creativity, knowledge, experience, skill, ability, attitude, training and/or education, as well as other relevant factors. Union seniority will be considered when evaluating applicants.

4.4 The Company shall award the position to the best applicant from any source.

4.5 Upon request, unsuccessful applicants shall be provided with an explanation of the Company's decision.

4.6 In the event of a transfer or promotion no employee shall be transferred from one location or from one newsroom to another or promoted from one job classification to another against their wishes.

4.7 If within ninety (90) days of a promotion or transfer, an employee who has not demonstrated the ability to perform the new job in accordance with company standards or should an employee want to return to their former job, the employee may do so if the former position is still open. The period of service in the promotion/transfer classification shall be counted for all purposes as service in the classification from which they have advanced.

4.8 The Company shall provide training and orientation throughout the trial period to employees who accept transfers or promotions.

ARTICLE 5 – UNION SECURITY

5.1 Information

5.1.1 The Company shall supply the Union on request, up to one time per quarter, with a list containing the following information for all employees on the payroll:

Name, address, wage, seniority, salary data and any other non-confidential information contained in the Company's HRIS database.

5.1.2 The Company shall notify the Union in writing within two (2) weeks of the following staff developments: resignations, retirements, dismissals, deaths, promotions, demotions and any other developments producing changes in the data listed in Article 5.1, with effective dates.

5.1.3 Within one (1) week after the hiring of a new employee, the Company shall furnish the Union in writing with the information specified in Article 5.1.1 for each new employee.

5.2 Union Dues

5.2.1 The Company shall require as a condition of employment, that no later than the thirtieth (30th) day following the date of hiring, all employees pay all Union membership dues and assessments.

5.2.2 The Company shall deduct from the earnings of each employee and pay to the Union as soon as possible after the end of each pay period; the Company will remit to the Union or its

nominee, by wire transfer, the amount so deducted. Such membership dues shall be deducted from the employee's earnings in accordance with the Union's schedule of dues rates furnished to the Company by the Union. Such schedule may be amended by the Union at any time and such amendments will become effective in the calendar month after that in which they were received by the Company.

5.2.3 The Union agrees that it will save the Company harmless from any and all claims, which may be made against it by any employee, or employees, for the amounts deducted from wages as provided in this Article.

5.3 Bulletin Board

The Company agrees to provide bulletin boards suitably placed in departments where employees work for the exclusive use of the Union.

5.4 Guild Credit

Any production in which members of the Ottawa Newspaper Guild, Local 30205 of CWA/SCA Canada, contribute shall credit the Ottawa Newspaper Guild on the Company's website with the Ottawa Newspaper Guild logo legibly exhibited.

5.5 There shall be no interference or attempt to interfere with the operations of the Union.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.1.1 The Company and Union agree that it is in the best interest of all parties to promptly and effectively resolve differences that may arise related to the interpretation, application or administration of this Agreement. When differences occur, the employee(s) and/or the Union Representative will discuss and make every attempt to resolve the matter, where possible, with the immediate manager of the employee prior to a grievance being filed.

6.1.2 Informal Dispute Resolution (IDR)

a) At any point, the Parties may attempt to resolve a dispute(s) through any mutually agreed upon means, including informal dispute resolution meetings and/or without prejudice mediation.

b) Informal dispute resolution meetings are to provide the Parties a further opportunity to actively work on a satisfactory resolution to a dispute. In each case, the Parties may implement their own process and may, for example, choose to involve an internal mediator or facilitator.

c) If the Parties agree to enter into an informal dispute resolution process for a specific dispute, all other relevant timelines under this Article are suspended for thirty (30) business days from the date the Parties agreed to use this informal process. If it is not resolved within these thirty (30) business days, the dispute reverts to the stage or step at which it sat prior to its referral to the informal process, and the timelines will resume.

d) Should a settlement not be attainable through a mutually agreed process of informal dispute resolution, the process will not prejudice either Party's right to pursue such grievance(s) at arbitration. Any mediator or other third party will be selected by mutual agreement and the Parties will equally share the cost.

Definitions:

6.2 "Grievance" shall mean a statement that is submitted by the Union on behalf of a grievor or on its own behalf in accordance with the applicable procedure contained in this Article and which sets out any dispute pertaining to the interpretation, application, administration or alleged violation of any provision of this Agreement.

6.3 In the case of a "Group Grievance," the names of the grievors will be identified on the grievance submission form.

6.4 "Grievor" shall mean the employee concerned, or a group of employees who are directly involved in a similar situation or the Union.

6.5 In the event of a dispute between any member or members of the bargaining unit and the Company, in reference to the application, administration, interpretation or alleged violation of this Agreement, the following shall be the procedure for the adjustment and settlement thereof.

6.6 A grievance shall be submitted no later than fifteen (15) calendar days following the date from which the grievor became aware or should have become of the event or circumstances giving rise to the grievance or 15 days after the IDR process has been exhausted.

Step 1:

The grievance shall be reduced to writing, stating the nature of the grievance and the remedy sought. The written grievance shall be submitted to the second level of management (or designate) for consideration. The second level manager (or designate) shall provide a written response, with the reason for the decision to the Union within fifteen (15) calendar days. The Company agrees to meet with the Union Representatives within ten (10) days after written request for such meeting.

6.7 Step 2: If the grievance is not recorded as settled in Step 1, the dispute shall be referred to the Human Resources representative (or his/her designate) within thirty (30) calendar days of the end of the Step 1 response. The Human Resources representative (or designate) shall convene a meeting or conference call to hear the matter within fifteen (15) calendar days and provide a decision in writing to the Union within thirty (30) calendar days of the step 2 meeting. The Grievor may attend their grievance hearing along with a union representative.

6.8 Union Representatives

Grievance meetings may be held on the Company's time. The Company agrees to release without loss of pay or leave credit employee Union representatives to attend grievance meetings. It is understood that the Company will not be required to release more than two (2) employees from each department for these meetings. A request for such release shall be submitted to the Company as far in advance of these meetings as possible.

6.9 Dismissal

In the case of a dismissal, the matter may be referred directly to Step 2 of the grievance procedure as provided in Article 6.7. In such case, the grievance shall be presented within 30 calendar days from the occurrence on which such grievance is based.

6.10 Policy Grievance

Either party may submit to the other grievances relating to the interpretation, application, administration or alleged violation of any provision of this Agreement and which are general in

nature and for which a general remedy is sought, directly to Step 2, within fifteen (15) calendar days of the action or circumstances allegedly giving rise to the grievance or when the party should have become aware of the event or circumstances giving rise to the grievance.

6.11 Time limits

Any time limit mentioned under grievance procedure shall exclude Saturdays, Sundays and any Statutory Holidays and may be extended by mutual consent.

Arbitration

6.12 In the event that the representatives of the Company and the Union cannot reach an agreement, the grievance may, by written notice of either party to the other party, be submitted to final and binding arbitration within twenty (20) calendar days after the decision is rendered as described in Step 2 of the grievance procedure. The parties shall, within forty-five (45) calendar days of the sending of the notice requesting arbitration select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within the time limits prescribed, either party may apply to the Federal Minister of Labour to request that an arbitrator be appointed. The cost and/or expenses of such arbitrations shall be borne equally by the Company and the Union. No matter may be submitted to arbitration, which has not been properly carried through all previous steps of the grievance procedure.

6.13 The decision of the arbitrator will be final and binding on the parties. The arbitrator shall not alter, modify or amend any part of this Agreement.

6.14 Time Limits

All Time Limits under this agreement may be extended only by mutual consent, in writing.

ARTICLE 7 – TECHNOLOGICAL CHANGE

7.1 In the event that the Company introduces or permits to be used any process, machinery or equipment which substitutes for, supplements or replaces any present process, machinery or equipment which falls under the jurisdiction of the bargaining unit, then to such extent as such process, machinery or equipment falls under the jurisdiction of the bargaining unit, it shall be assigned to employees in the bargaining unit.

7.2 Prior to the introduction of a technological change, and/or layoffs resulting from that technological change, the Company shall inform the Union, in writing, stating the nature of the change contemplated, the date of implementation of the technological change and the number of jobs likely to be affected.

7.3 The Company will assist employees affected by any technological change to adjust to the effects thereof by providing training to the employees affected by such change. The Company will determine content and duration of training period.

7.4 Should the technical change result in lay off of a regular employee, the regular employee shall be entitled to all rights under the lay-off provisions referred to in this Agreement.

ARTICLE 8 – SEPARATION OF EMPLOYMENT

8.1 Upon separation from the employ of the Company, an employee shall receive all monies to which there is an entitlement. This shall include any outstanding earnings, vacation pay, banked overtime and severance pay.

8.2 In the case of death, these monies shall be paid to the designated insurance beneficiary which is recorded with Employee Services.

ARTICLE 9 – MANAGEMENT RIGHTS

9.1 The Union acknowledges that the Company has the exclusive right to manage the affairs of the Company and retains all rights, powers and authority the Company had prior to the signing of this Agreement, except those specifically abridged, delegated, granted or modified by this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Company:

a) to set the broadcasting policy and broadcasting standards of the Company;

b) to hire, promote, demote, transfer and reclassify employees, judge and evaluate personnel qualifications and employee performance; and also the right of the Company to discipline, suspend or discharge any employee for just and sufficient cause, or a probationary employee for reasonable cause;

c) to operate and manage its business, control its properties and maintain order of its premises in all respects in accordance with its commitments and responsibilities. The direction of the working forces, the amount and type of supervision necessary, the number and types 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 Company at any time, operating schedules and the selection, procurement, design and engineering of equipment which may be incorporated into the Company's places of business, including the change of all or any of the foregoing from time to time, control over all operations, building, machinery equipment, and employees are solely and exclusively the responsibilities of the Company.

ARTICLE 10 – DISCIPLINE/ REPORT ON PERFORMANCE

10.1. An employee shall not be subject to discipline except for just and sufficient cause.

10.2. Employees shall be advised within ten (10) working days of the contents of any review or negative report which concerns them. The Employee and Union shall be furnished with a copy of any complaint or accusation which may be detrimental to the Employees advancement or standing within the Company. If this procedure is not followed, such expressions of dissatisfaction shall not become part of their records for use against them at any time.

10.3. The employee's reply to such complaint or accusation if received within ten (10) working days after they have been given the notice referred to in Article 10.2 above, shall become part of their record. If such reply is not so received, it will not become part of the record for use by the employee at any time.

10.4. The record of an employee must not be used against them for any purpose for something that occurred more than twenty-four (24) months previous providing the employee has not received a Report on Performance of a similar nature in the previous twenty-four (24) months.

10.5. An employee shall have access to their personal HR file upon request.

10.6. At the employee's discretion, they may take an available Union Officer with them into any disciplinary meeting, or any meeting which the employee believes is, or may become a disciplinary meeting, involving their supervisor or Management personnel.

ARTICLE 11 – HOURS OF WORK

11.1 The working day shall consist of seven and one-half (7 1/2) hours within eight (8) hours. The other one-half (1/2) hour will be used for an unpaid paid meal period. The work week shall consist of five (5) workdays within seven (7) calendar days. Unless mutually agreed, an employee shall not be required to work more than seven (7) consecutive days, excluding time worked on scheduled days off.

11.2 The workweek shall be Sunday to Saturday. For full-time employees in each weekly calendar period there shall normally be thirty-seven and one half (37.5) hours of work commencing at 00:01 a.m. Monday, for scheduling purposes only. During this weekly calendar schedule period there shall be a minimum of two (2) days off.

The arrangement of all tours of duty shall be established by the Company.

11.3 Scheduling

11.3.1 Work schedules shall be posted electronically as early as possible, but in no event later than three (3) weeks prior to their taking effect. For scheduling purposes, the work week shall be defined as running from 00:01 Sunday to 23:59 Saturday.

11.3.2 There will be no changes in days off one (1) week prior to the days off without the employee's consent.

11.3.3 The Company shall determine and establish the hours of work per day and days of work per week for all Part-Time employees.

11.3.4 The Company shall endeavour to schedule Regular Full-Time and Part-Time shift workers on the same shift, with the same start time, as often as possible.

11.4 A "Tour of Duty" is equivalent to the scheduled shift on any day, or in the case of a split shift, the combined total hours worked that day.

11.5 Turnaround

There shall be a turnaround period of at least twelve (12) hours between the end of one shift and the beginning of the next shift. All work which encroaches on the turnaround period shall be paid at an additional one-half (1/2) of the basic hourly rate computed separately from the work week.

11.6 Change of Start Time

Employees required to start work earlier or later than their regular working day, shall be notified as soon as possible. An employee who is not notified by 5:00 p.m. or the end of his/her shift on the day prior, whichever is later, shall be paid an additional one-half (1/2) of the basic hourly rate computed separately from the work week for those hours by which the shift was so changed.

An additional one-half (1/2) of the basic hourly rate computed separately from the work week for those hours by which the shift was so changed unless the employee is notified by the change twenty-four (24) hours in advance of the subsequent change.

11.7 Callback

Employees required by a supervisor to return to work after their regular working day shall be paid for the time worked, but not less than four (4) hours at the applicable overtime rate, in addition to a regular salary. If an employee is requested by management to work after a completed tour of duty, but a return to the workplace is not required, they shall be credited a minimum of one (1) hour of at the appropriate rate of pay.

11.8 Night Differential

When an employee works between 0030 hours and 0500 hours, all hours worked shall be compensated for at an additional one-half times basic pay per hour, with a minimum credit of one (1) hour. Night differential shall not be deemed overtime or part of basic pay.

ARTICLE 12 – HOLIDAYS

12.1 Each employee shall have the following general holidays with full pay: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, National Day for Truth and

Reconciliation, Thanksgiving Day, Christmas Day, Boxing Day and two (2) floating holidays to be taken by mutual agreement between the employee and the Company.

12.2 When a Company Holiday falls on a Saturday or a Sunday and another weekday is proclaimed a Holiday by the Company, the Saturday or Sunday shall be deemed the Holiday for the purposes of this agreement, except for those employees who regularly work Monday through Friday, in which case the proclaimed day shall be the Holiday.

12.3 Employees who for personal or religious reasons wish to observe a holiday other than the above listed paid holidays may, upon a minimum of three (3) weeks advance written notice, request that one of the paid holidays, be considered as a normal working day and that another day be substituted and that the substituted holiday shall be treated as a paid holiday for the purposes of this Agreement.

12.4 An employee does not qualify for holiday pay if the holiday is observed during a period when the employee is on a leave of absence.

12.5 Part-time employees shall be entitled to pay for a general holiday on which they do not work the greater of, not to exceed one-fifth (1/5) of the basic weekly rate of pay:

10% of their earnings, excluding overtime and differential payments, for the pay period immediately preceding the holiday;

- or

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

Premium Pay for Work on a Holiday

12.6 Where a full-time employee is required to work on a Company holiday, they:

a) Shall be paid at their basic rate of pay times 1.5 for hours worked on that day,

b) Shall be granted a holiday with pay at a time convenient to the employee and the Company, provided the employee works their basic hours for the day. The alternate day off shall be taken

within twelve (12) months of the holiday worked, and shall be scheduled based on business needs and management approval.

12.7 Where a full-time employee is required to work overtime on a Company Holiday, they shall be compensated by the provisions outlined in Article 14 (Overtime). The employee shall be paid the overtime premium only for the overtime hours worked and not in combination with the Holiday Premium.

12.8 If the holiday falls on a scheduled day off and the full-time employee is required to work, the full-time employee shall be paid time and one-half providing the tour of duty was scheduled to begin on the holiday and shall be granted a holiday with pay at a time convenient to the employee and the Company, provided the employee works their basic hours for the day.

Pay for Holiday not Worked

12.9 Where a full-time employee is not required to work on a Company holiday, which is included in their scheduled workweek, they shall be granted the day off with pay, at their basic rate of pay for that day.

Personal Floater Days

12.10 In addition to the holidays listed above, two (2) personal floater days off with pay will be granted and scheduled subject to business needs and approval of the immediate supervisor.

New employees will qualify for the Floaters Days according to the following:

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

12.11 Personal floater days must be used in whole increments; partial day usage is not permitted.

12.12 Personal Floater Days not taken during the calendar year are forfeited and cannot be carried over from one calendar year to another.

12.13.1 Any scheduled days off or holidays shall add an additional twenty-four (24) hours for each day to the turnaround period.

12.13.2 Scheduled days off may be separated by a holiday only when no work is required on that holiday.

ARTICLE 13 – ANNUAL VACATION

13.1 Annual Vacations

Employees shall be entitled to an annual vacation with pay in accordance with the table below, in the year in which the employee is to complete the required number of years of service:

Vacation Entitlement

<u>Years of Service</u>	<u>Vacation Days</u>
Less than 1	1.5 days per month for a maximum of 15 days
1-6	15 days
7-11	20 days
12-17	23 days
18-24	25 days
25 and over	30 days

The annual vacation year is January 1st to December 31st. The number of years of service attained by December 31 of the vacation year determines vacation eligibility.

Vacation must be taken between January 1 of the calendar year in which they are earned and end of April 30th of the following year.

13.2 Scheduling of Vacation

13.2.1 The employee annual vacation entitlement will be accessible on the Bellnet Website at the beginning of January each year.

13.2.2 Requests for annual vacation of five (5) days or more shall be submitted at least three (3) weeks in advance, except as follows:

Requests to take annual leave during the June 1- September 30 summer vacation period must be submitted by April 15th. The Company shall post the summer vacation schedule by May 1st. During the summer vacation period, no blocks of annual leave over (2) weeks will be taken, unless approved by the Company.

Vacation periods shall be scheduled between May 15th and October 15th, and preference shall be given employees on the basis of Company seniority.

The employee's application shall be submitted in writing, on a form prescribed by the Company, by April 15th. Vacation requests shall be approved by May 1st of each year. Conflicts in vacation preference shall be identified as soon as possible to the employees concerned so that accommodations can be made.

Vacations may be granted outside the vacation period when requested by the employee and approved by the Company. Applications outside of the vacation period will not be unreasonably denied. Such requests will also be given preference based on Company seniority within the job classification. An employee's application for vacation leave between October 15th and May 1st shall be submitted in writing, on a form prescribed by the Company and must be submitted to the Company at least two (2) weeks in advance of the dates requested.

Before November 1st in any year, employees may notify the Company of requests for additional time off at Christmas or New Year's. Where such requests are granted, seniority shall be a factor. The Company shall post the Christmas/ New Year's schedule by November 15th.

It is noted that while preference for vacation is based on Company seniority within job classification, requests of five (5) days or more take preference over requests for less than five (5) days.

It is agreed that full-time employees cannot cancel approved annual leave requests when a parttime employee has already accepted work for the annual leave period in question.

13.3 The Company shall not interfere with annual vacations except that, when reasonable, the Company may change vacations to meet sudden and unpredictable increases in production load.

13.4 When an employee terminates employment for any reason, if an employee has taken more vacation time than he or she has earned, the overpayment of vacation pay will be recovered from the employee's final pay.

If the employee quits or is involuntarily terminated, it is understood vacation credits not taken prior to leaving the Company will not be paid except for what is required by the Canada Labour Code. In such circumstances, the employee's vacation eligibility before leaving the Company is prorated according to the portion of the year worked.

13.5 In the event an employee agrees to work on a day of their vacation they will be compensated at two (2) times their basic rate for all hours worked with a minimum payment of seven and a half (7.5) hours. It is understood that the "annual leave period" shall be deemed, for the purpose of this clause, to include only the two (2) scheduled days off immediately following the annual leave week or weeks.

13.6 In the event that an employee cannot take their vacation within the appropriate time limits due to sickness or accident disability, the vacation is to be granted at the earliest possible time, depending on business requirements.

Should an extraordinary event happen during the employee vacation (hospitalization, accident, critical illness), the employee may reschedule the remaining days of the scheduled vacation. The employee shall provide a written notice as soon as possible to the immediate supervisor. Upon request, the employee shall provide a medical note to justify such request. Following the

written notice, the employee shall determine with the immediate supervisor the rescheduling of the remaining vacation days prior to April 30th.

This article will not be applicable to an employee who exposes him/herself to extreme risk or whose negligence caused the illness or accident.

ARTICLE 14 – OVERTIME

14.1 Overtime means the time worked in excess of thirty-seven and a half (37.5) hours weekly or forty (40) hours, (including unpaid meal breaks), or seven and a half (7.5) hours daily, or eight (8) hours daily (including the unpaid meal break). The overtime pay rate will be one and one-half (1.5) times the hours worked.

14.2 Employees may be required to perform overtime based on business needs. Overtime is to be scheduled and approved by management in advance.

- a) Overtime may be offered to any available qualified employee.
- b) The Company may also assign the overtime in inverse order of job function seniority.

The Company will use its best efforts to assign overtime in a fair and equitable manner. In the case of work or an assignment of a continuing nature or a business emergency, the employee who had been assigned to the work or assignment may be required to perform the work or assignment.

Work on a Day Off

14.3 An employee required to work on a day off shall be paid at the rate of time-and-one-half (1 1/2) for a minimum of eight (8) hours.

14.4 An employee who works two and a half (2 1/2) hours of overtime or more on a single shift shall receive eight dollars \$8 plus a thirty (30) minute break or eight dollars \$8 plus one half (1/2) hour of overtime if the break is not taken.

14.5 Banked Time

An employee may elect to take time off in lieu of cash for overtime hours worked, or work on a day off, or work on a holiday as follows:

An employee may bank up to a maximum of five (5) days at any one time. Any time off under this article must be pre-approved by the employee's manager.

14.5.1 An employee may accumulate and take equivalent time off in lieu of payment for overtime hours, work on a day off, or work on a holiday and shall record the equivalent hours on their time sheet/time entry.

14.5.2 The rate of accumulation shall be at the applicable rate.

14.5.3 If employment is terminated for any reason, accrued banked time shall be paid out.

ARTICLE 15 – EXPENSES AND EQUIPMENT

15.1 Producer Backfill Cell Phone Premium

Part-time employees who are assigned to work in a Producer role will be provided five dollars (\$5) per day, to be claimed on the employees bi-weekly timesheet.

15.2 If an employee is authorized to use their own automobile for transportation in connection with their duties, the employee shall be reimbursed per Company policy.

ARTICLE 16 – PENSION AND BENEFITS

The Company agrees to notify the Union of any change in the level of benefits provided to employees covered by this Agreement under the following:

- a) All regular full-time and regular part-time employees shall participate in the Bell Defined Contribution Pension Plan with contributions as follows:

Employee voluntary contribution	0%	1%	2%	3%	4% to 12%
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Company contributions	4%	5%	6%	6%	6%
Total contributions	4%	6%	8%	9%	10% to 18%

Temporary employees with at least three months of service are eligible to participate in the Bell Defined Contribution Pension Plan as outlined above.

The application, eligibility and coverage of the Defined Contribution Plan shall be determined by the Plan.

The Company shall furnish the Union or its accredited representative with all available information on the company pension plan, including copies of the plan text.

The Company shall provide each employee with an annual statement of the individual's contributions to the pension plan.

- b) The health, life and accident insurance coverage under the Omniflex Benefits Program;
- c) The Disability Plans.
- d) Omniflex Medical Plan and Dental Plan.

The Company will provide supplemental medical benefits and group insurance. The benefit plan shall provide each employee with a choice of options available for single, couple and family coverage for medical, dental and insurance coverage as well as STD and LTD Disability Plans. Details of the various benefits shall be as discussed and presented to the Union and its members. The Company also agrees that in the event there are changes to the benefit plan, the Company will meet with the Union to review and discuss such changes.

Temporary employees are eligible to the following benefits:

- Basic Life Insurance
- Basic AD&D Insurance
- Bell Defined Contribution Pension Plan after a period of three (3) calendar months consecutive work without a break in service.

ARTICLE 17 – LEAVES OF ABSENCE

17.1 Upon request the Company shall make every effort to grant employees leaves of absence.

17.2 Union Leave

17.2.1 If an employee is elected or appointed to any position in The NewsGuild/CWA, CWA Canada, CLC, OFL, IFJ or Local 30205 of CWA Canada, such employee, upon request, shall be given a leave of absence without pay, for a period not to exceed two (2) years, unless approved by the Company, and shall be reinstated in the same or comparable position upon the expiration of such leave. Requests for a leave of absence for more than one (1) employee under this Article must be approved by the Company.

17.2.2 A leave of absence without pay shall be granted upon request to an employee elected or appointed a delegate to conventions of The NewsGuild/CWA, CLC, OFL, IFJ or Local 30205 of CWA Canada and to delegates to special meetings called by CWA Canada. Requests for a leave of absence for more than one (1) employee must be approved by the Company.

17.2.3 Upon request by the Union, the Company will release without loss of pay or other benefits three (3) employees named by the Union for negotiation meetings.

For the purpose of preparation for collective bargaining between the Union and the Company, leave without pay shall be granted to a maximum of three (3) employees named by the Union.

17.2.4 Except in an emergency, three (3) weeks' notice shall be given to management of all Local Executive meetings. The Unit Chairperson or their designate shall be given the day off without loss of pay. The Union agrees to reimburse the Company for this day.

17.3 Family Leave

Specific requests for family related leave shall be granted to an employee who is required to be absent to care for a sick child or other dependant family member, to accompany a child or spouse to a medical appointment, to make alternate arrangements when caregivers are sick and, other family emergencies.

Employees shall be entitled to such leave with pay for up to three (3) days per calendar year; new employees shall be entitled to such leave on a pro rata basis, i.e. one day for each four (4) months of service during the first calendar year of employment.

17.4 Sick Leave

17.4.1 An employee who is absent on account of illness, injury, or quarantine, shall be paid for continuous absence prior to the eighth (8th) full calendar day of such absence.

Upon the eighth (8th) full calendar day of an absence covered under Article 17.4.1 such an absence shall be treated in accordance with applicable Company short-term disability policy.

17.4.2 Sick Leave will be paid subject to the following conditions:

A doctor's certificate may be required if the absence extends to more than five (5) workdays. A subsequent doctor's certificate may be required to substantiate the length of a claim or to verify that an employee is capable of returning to active duty. More frequent requests for doctor's certificates may be required for employees who have a high-level absenteeism compared to the norm of the workplace.

Employees shall give as much notice as possible when calling in sick to those persons responsible for their scheduling, a minimum of four (4) hours prior to the start of their scheduled shift. A reasonable explanation will be required if less than four (4) hours' notice is given.

The Company agrees to pay for any reasonable cost, upon submission of an invoice, for obtaining a medical certificate. It is expected that an employee will obtain the required certificate in conjunction with a regular doctor visit. However, the Company will give consideration to any exceptions.

17.4.3 Absence because of illness or incapacity shall not interrupt an employee's accumulation of vacation credits for a period of up to six (6) months. Vacation credits shall not accumulate during the period when an employee is in receipt of LTD benefits. There shall be no loss of seniority while an employee is on sick leave.

17.4.4 The Company will consider requests for time off for medical, dental and eye appointments, providing reasonable advance notice is given and the employee is unable to

make such appointments outside of the working schedules. Employees may be required to make up for missed time within the same pay period, or by such other time as agreed to by their manager, without eligibility for overtime and/or penalties in order to complete work assignments. Alternatively, the employee may, with the mutual agreement of their manager, use banked time credits to cover such absences.

17.5 Bereavement Leave

17.5.1 An employee shall be granted up to up to five paid days, as described below, which may be taken during the period that begins on the day on which the death occurs and ends six weeks after the latest of the days on which any funeral, burial or memorial service of that immediate family member occurs. An immediate family member includes:

- Spouse or common law partner, parent or the spouse or common-law partner or the employee's parent, or child or child of the employee's spouse or common-law partner – 5 days
- Grandchild, sister, brother, grand parent, and mother-in-law or father-in-law (or spouse or common-law partner of the employee's in-law) – 3 days

17.5.2 The Company will consider requests for additional leave when travelling is necessary, however, the granting and payment of such leave will be at the discretion of the Company.

17.5.3 Where the ceremony occurs outside a two hundred and forty (240) kilometer radius of the station, such leave shall also include reasonable travel time, total leave under this Article not to exceed seven (7) days. It is understood that such leave with pay will apply only to days on which the employee normally would be required to work. Where the funeral and internment occur at different times, one (1) day off with pay will be provided for the internment, in addition to any required travel time as outlined herein.

17.6 Leave for Employees with Child Care Responsibilities

17.6.1 An employee shall be granted child care or adoption leave, without pay, under the conditions of eligibility set forth in the applicable Company practices currently in effect.

17.6.2 The Company shall not dismiss, suspend, layoff, demote or discipline an employee because an employee is pregnant or has applied for leave under this Article. Pregnancy or

intention to take leave is not to be taken into account in any decision to promote or train the employee.

17.7 Maternity, Parental and Adoption Leave

17.7.1 Eligible employees will be entitled to Maternity, Parental and Adoption Leave as provided for under the Employment Insurance Act and pursuant to the Canada Labour Code as per the terms and conditions outlined in the Bell policy in force at the time of the leave. Additional policy information can be obtained on the Company Human Resources website.

17.8 Rules on Replacements and Notice of Return

17.8.1 When a leave of absence is for three (3) months or more, an employee must advise the Company in writing, at least one (1) month before the expiration of the leave, of their return to the position. The Company may, as a result of their return, reduce the staff by terminating the term employee hired to replace the person on leave of absence.

17.8.2 The term employee so terminated shall return to their previous position if appointed from within.

17.8.3 Employees hired or promoted as a replacement for an employee taking a leave of absence under this Section shall be given a written notice to that effect at the time of such employment or promotion, said notice to state which employee they are replacing, and a copy of such notice shall be sent to the Guild.

17.9 The following leaves shall not constitute breaks of continuity of service in the computation of severance pay or annual leave.

Union Leave

Leave for Child Care Responsibilities

Family Leave

Bereavement Leave

Sick Leave

Parental/ Maternity Leave

Any other leave defined by Bell Policy

Additional Leaves of Absences

17.10 Eligible employees will be entitled to apply for additional leaves of absences as provided for under the Employment Insurance Act and pursuant to the Canada Labour Code as per the terms and conditions outlined in the Bell policy in force at the time of the leave. Additional policy information can be obtained on the Company Human Resources website.

ARTICLE 18 – GENERAL COMPENSATION PROVISIONS

18.1 Wage Scale

18.1.1 Employees shall be paid at a minimum at the salary step level according to the wage schedule of the classification to which they are assigned, with credit for years of service within the classification and any credit for industry experience recognized by the Company at the time of hiring.

18.1.2 Progression up the wage scale within each classification (as per Schedule 'A') shall automatically occur on July 20th of each year following the date of hire. The employee must be hired prior to January 20th in order to be eligible for the step increase in that year.

18.1.3 Part-time employees shall be paid on an hourly basis based on the applicable wage rate for the classification in which they work. Such employees shall advance on the salary schedule according to their accumulated hours of service with the Company, i.e. one year of service is equal to 1950 hours (including vacation time).

18.1.4 When an employee is transferred into a higher pay classification the individual shall immediately move into the higher salary scale and receive a salary increase which is at least the equivalent of one (1) full increment in their former group and shall automatically progress upward on the annual or semi-annual anniversary date of their upgrading. Where such equivalent of one (1) full increment would result in a salary overscale, the employee will be placed at the top rate of the higher salary scale.

18.2 Full-Time employees will be paid bi-weekly one (1) week in arrears through direct bank deposit every other Friday.

18.3 Job Descriptions

18.3.1 The Company will provide each employee, whether through the initial job posting or upon request, with a copy of the job description which details the job content of their assigned job classification as set forth in Schedule 'A'. The minimums agreed upon, and any individual salary above minimum, is compensation for the job so described.

18.3.2 Should the Company create a new job the Union shall be furnished with the proposed job description and the parties shall meet to negotiate the minimum wage rate.

18.4 New minimums shall be effective on the employee's first day in the new job classification.

18.5 There shall be no reduction in remuneration.

18.6 In the event of any lateral transfer or promotion inside the bargaining unit, there shall be no reduction in salary or impairment of other benefits as a result of such transfer or promotion.

18.7 Temporarily Assigned to Higher Job Classification

If an employee is temporarily assigned to perform work of a higher job classification than that to which they are permanently assigned, they shall be compensated at an additional ten dollar (\$10) per shift.

18.8 The minimum wage rates established herein are minimums only. Individual merit may be acknowledged by increases above the minimums. Nothing prevents the Company from paying employees covered by this agreement compensation above the rates provided by this agreement. The Company is authorized to negotiate compensation directly with any employee or prospective employee, provided that the negotiated compensation rate exceeds the minimum provided by this agreement. During such negotiations, employees may have Union assistance upon request.

18.9 On Air Allowance

Any CFRA unionized employees that regularly appear on television and digital, as approved by management will be provided with an annual allowance as part of their negotiated talent agreement.

18.10 Remote Work

The Company will consider employee requests to work remotely in the context of the employee's role and operational requirements. If such a request is denied, the Employee has a right to receive reasons for the denial in writing upon request.

ARTICLE 19 – TRAINING AND DEVELOPMENT

19.1 Both parties recognize that a highly trained workforce contributes to the effectiveness and productivity of the Company. Both parties also recognize that training is important for the development and career mobility of employees.

19.2 The Company wishes to ensure that employees acquire and maintain the required skill sets to effectively accomplish their present jobs as well as acquire skill sets that will enable their career mobility within the Company.

19.3 The Company will encourage each employee to prepare a development plan with their manager on an annual basis, as per the Company performance management process. The Company will also encourage employees to take advantage of the many courses available through its online training library.

19.4 At the discretion of the company, where similar training courses are not available through the Company's online training library, the Company will make every reasonable effort to adjust work schedules to permit employees to participate in courses, conferences and conventions that are expected to enhance the employee's job performance.

ARTICLE 20 – SENIORITY

20.1 a) Union seniority shall be deemed to have commenced on the date of hiring by the Company and shall be equal to the length of continuous service with the Company unless stated otherwise in this article. Employees hired into the bargaining unit after ratification of this collective agreement shall acquire union seniority as of their first date of employment in the bargaining unit.

b) Company Seniority - Company seniority shall be determined by the net credited service date which includes continuous service with Bell Media and predecessor employers. Union seniority is determined by the length of continuous service in the bargaining unit from the last date of hire by CFRA. Union seniority shall be used by the parties to determine the order of layoff, promotion, and the scheduling of vacations. Company seniority shall be used by the parties to determine all other entitlements, including; vacation accrual and severance pay

20.2 Union seniority ranking among employees who enter the bargaining unit on the same day shall be resolved through reference to Company's Net Credited Service (NCS) date.

20.3 Company and Union seniority for part-time employees shall commence in the same manner as for full-time employees, but shall be equal to the length of service in accumulated hours worked. Seniority for part-time employees shall be broken and cease to exist after a break in service of six (6) months.

20.4 Casual and temporary employees shall not accrue union seniority except upon hire as a regular full time or regular part time employee in which case continuous service accrued prior to hiring shall be credited.

20.5 Union seniority shall not be established until the probationary period, as set out in Article 2.2 has been served but shall then be calculated from the date of employment.

20.6 Union Seniority shall exist but not accumulate during any leave of absence approved by the Company, except as provided in this Agreement.

20.7 An employee shall lose seniority and shall be deemed to be terminated in the event they:

a) resign or retire;

b) are discharged and the discharge is not reversed through the grievance or arbitration procedure;

c) fail to return to work upon the completion of an authorized leave of absence without valid reason, or use a leave of absence for purposes other than those for which the leave of absence was granted.

ARTICLE 21 – LAYOFFS

21.1 When layoffs are to be made, the Company shall determine the classifications where reductions are required and the number of employees to be laid off.

21.2 The Company shall advise the employees affected and the Union at least two (2) weeks in advance of any layoff. In lieu of such notice, the Company shall pay the affected employee(s) two (2) weeks' pay, less the amount worked by the employee during the notice period.

21.3 The following procedures shall apply in laying off regular employees:

a) The junior employee(s) in each job classification in Appendix A will be identified as surplus provided those to be retained based on seniority are qualified to perform the work remaining. The affected employee shall be notified in writing not later than the date layoffs are announced.

b) The Company agrees to consider an application from a senior employee, in an affected classification, who may wish to volunteer to be laid off (consistent with Article 21.3), if it would prevent the layoff of a junior employee.

21.4 Regular employees who have been given notice of layoff will have the following options:

a. Exercise displacement rights according to article 21.6;

b. Accept a severance payment according to article 21.7;

c. Be placed on a recall list. If the employee is not recalled after a period of twelve (12) months, the employee will be paid their full severance payment according to article 21.7. At any time within the twelve (12) months recall period, the employee can abandon their recall rights. The employee must inform the Company in writing and then will be paid severance according to article 21.7.

21.5 The regular employee must communicate their decision to the Company in writing within four (4) working days from receiving the layoff notice for one of the options provided in article 21.4.

21.6.1 Regular full time employees who have been given notice of layoff may elect to displace the most junior employee in a regular part time position within their own job classification, or a regular full-time employee in another job classification, provided they have previously occupied the position in the bargaining unit, are qualified to perform the work and possess greater union seniority than the employee being displaced.

21.6.2 It is agreed that an employee may require a period of familiarization in the new classification, which shall not exceed ten (10) working days. It is understood that an employee who would otherwise be familiar with a method or process may require guidance on new or unfamiliar equipment/software as part of the familiarization period.

21.6.3 If the employee has successfully performed the duties in the new classification, the employee will be transferred to the position following the familiarization period. In the event the employee has not demonstrated their ability to satisfactorily perform the duties in the new classification at the end of the familiarization period, the employee will be laid off and shall be either placed on the recall list or accept a severance payment according to article 21.7.

21.6.4 An employee who has reverted to another group and whose basic salary is higher than the maximum of this group, shall receive a basic salary equivalent to the top of this group, but in any event the employee's basic salary shall not be decreased by more than ten per cent (10%) on reversion.

21.7 In the case of layoff, the employee is entitled to a severance payment and benefits coverage continuation as per article 21.9 based on the following formula:

Severance pay in the amount of two (2) weeks for each completed year of continuous service to a maximum fifty-two (52) weeks of severance pay.

With respect to incomplete years, the severance pay shall be on a prorated basis, calculated to the nearest month. The above-noted severance payment shall be deemed to include any severance required pursuant to any statute.

Employees who elect to receive severance pay in accordance with Article 21.7 will be deemed to have been laid off and abandoned any recall rights.

21.8 Notice of Recall - The Company's responsibility will be considered to be fulfilled if the Company gives notice in writing by registered mail to the employee's last known address. The employee must notify the Company of the employee's intention within five (5) days and has a further ten (10) working days to return to work from the date of the recall notice. If an employee fails to respond and report to work as per above to any recall notice, the employee shall lose all recall rights, be paid severance according to article 21.7, and be deemed to be laid off. It shall be the responsibility of the employee to provide the Company with any change in mailing address.

Benefits If Laid Off

21.9 The Company will provide the following benefits to laid off employees: major medical including; drugs, dental and vision care for up to three (3) months or until the employee is eligible for benefits at a new place of employment, whichever should occur first. All other benefit entitlements and coverage, including life insurance, AD&D insurance, short-term disability and long-term disability will immediately cease as of the layoff date.

ARTICLE 22 – SAFETY, HEALTH AND ENVIRONMENT

22.1 Safety, Health and Environment Committee

The Company and the Union acknowledge their common concern for maintaining a safe and healthy working environment. To this end the Union shall appoint one (1) person to represent the Union on the Joint Health and Safety Committee.

22.2 No employee shall be required to work under hazardous conditions. Where dangerous or hazardous work is involved, all reasonable safety and precautionary measures shall be taken by the Company. An employee's refusal to undertake such dangerous or hazardous work shall not prejudice their employment or advancement with the Company.

22.3 No employee shall be required to operate equipment or travel in vehicles that are not properly maintained and in proper operating condition.

ARTICLE 23 – STRIKES AND LOCKOUTS

During the term of this Agreement, the Company agrees that there shall be no lockouts and the Union agrees that there shall be no slow-down, strike, or any other stoppage of or interference with work, which would cause any interruption of work.

The Company will not require any employees to perform the duties of any other person who is engaged in a lawful strike, expressly for the purposes of strikebreaking.

An employee shall have the right to refuse to go to any radio station or transmitter site where a legal strike or lockout of persons whose functions are similar to those covered by this Agreement is in progress.

ARTICLE 24 – JURY DUTY AND COURT APPEARANCES

Employees called to serve on juries or to obey a subpoena shall receive their regular salaries during such periods. An employee serving on a jury will not be assigned to work on evenings or weekends during such jury service.

Employees shall return to work when temporarily excused from jury or witness duty. Additionally, the employee have the responsibility of notifying the Company upon the full discharge of jury duty of their availability to return to work.

ARTICLE 25 – WORKLOAD

As per the Company's Performance and Development Tool, Objective setting, mid-year and year end touchpoints are where the workload reviews can be discussed and managed.

Workload will be administered in accordance with the following:

- a. Each employee's manager or delegate will, at minimum, conduct an annual workload assignment, the organization of staff and facilities, program objectives, the demands on time, and the number of days off likely to be worked. The workload shall include the employee's

expected pattern of work. Reviews, including the considerations referenced in this paragraph, will be confirmed in writing.

b. No employee shall be required to maintain a workload in excess of that defined in a. above on a regular and continuing basis, without review under this Article.

c. Employees who believe they have a workload issue, which is regular and continuing and, in their opinion, requires remedial action, shall request a review. The employee and program manager or their delegate shall meet to discuss the workload with a view to develop a satisfactory resolution. A Union Representative may also be present if requested by the employee.

ARTICLE 26 – PROFESSIONAL ACTIVITIES

26.1.1 No employee shall be required by the Company to give up custody of or disclose any knowledge, information, notes, documents and company tape recordings, films, film prints, negatives, videotapes, documents, or the source thereof to any party other than the Company.

26.1.2 The Company agrees that where a court order is not involved, the foregoing shall not be released or revealed to any other party without the consent of the employee.

26.1.3 If the employee is proceeded against under law on account of this refusal to surrender, disclose or authenticate the foregoing, the Company shall further compensate such employees against any monetary loss, including, but not limited to, fines, damages or loss of pay, provided the employee has not knowingly falsified material for broadcast, and provided such material has been obtained in accordance with accepted journalistic practices.

26.1.4 If an employee is proceeded against under law for any reason directly connected with their employment, the Company shall meet all expenses incurred by the employee. The Company shall further compensate such employees against any monetary loss, including, but not limited to, fines, damages or loss of pay, provided the employee has not knowingly falsified material for broadcast, and provided such material has been obtained in accordance with accepted journalistic practices and provided that where legal advice from the Company's

counsel has been obtained, it is followed in terms of scripting alterations before material has been aired.

26.2 Substantive changes in script content shall be brought to the employee's attention wherever possible before broadcast. Employees shall be given the reason for substantive changes to their material.

26.3 Except where libel has been proved, no criticism of an employee's work will be broadcast without first presenting such criticism to the employee and offering said employee time for reply in the same broadcast. This section is not meant to apply to corrections of fact or errors of omission.

26.4 Except where libel has been proved, no retraction of an employee's work shall be broadcast without every effort being made to consult first with the employee.

26.5 It has never been the policy of the Company to require employees to produce, in working hours, material of a commercial nature, i.e. material promoting an advertising theme, a product or products advertised through commercials. No employee will become in any way associated with a commercial advertisement that would, in the opinion of the Company, jeopardize their credibility as a CFRA employee. It is not the purpose of this clause to deny commercial opportunities to newsroom employees, but to control the nature and environment of such opportunities so as to maintain the integrity of the Company's news function.

ARTICLE 27 – OUTSIDE ACTIVITIES

27.1 Employees shall be free to engage in any activities outside working hours provided such activities do not consist of service performed for multi-platform environments for TV, Radio & Digital in direct competition with the Company and provided these outside activities do not interfere with their services to the Company.

27.2 Framework for New Requests for Scheduling/Leave Accommodations due to Outside Work:

- Each employee to provide to the Company in writing a request for their specific discretionary outside activities for approval.

- Include a start and end date for each request.
- Should an extension be required beyond the original end date, a new written request will be required for submission and approval.
- The Company requires four weeks advance notice of the written request.
- The Company will reply to each request in writing.

ARTICLE 28 – DURATION AND RENEWAL

28.1 This Agreement shall commence as effective upon the ratification date (except as specified herein), ending on the 19th day of July 2027, and thereafter from year to year unless either party notifies the other in writing by email no less than thirty (30) days and not more than one-hundred and eight (180) days prior to the date of expiry date of this Agreement. This Agreement shall continue in full force, until a new Agreement is concluded or until a lawful strike or lockout date is declared, pursuant to the provisions of the Canada Labour Code, whichever first occurs.

28.2 If notice of desire to modify this Agreement is given as specified above, a meeting shall be held 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.

SCHEDULE 'A' – WAGES

Group 1								
Host								
Step	July 20, 2023		July 20, 2024		July 20, 2025		July 20, 2026	
	Integration		1.50%		1.75%		1.75%	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	35.02 \$	68,287.80 \$	35.54 \$	69,312.12 \$	36.17 \$	70,525.08 \$	36.80 \$	71,759.27 \$
2	36.25 \$	70,677.87 \$	36.79 \$	71,738.04 \$	37.43 \$	72,993.46 \$	38.09 \$	74,270.84 \$
3	37.51 \$	73,151.60 \$	38.08 \$	74,248.87 \$	38.74 \$	75,548.23 \$	39.42 \$	76,870.32 \$
4	38.83 \$	75,711.90 \$	39.41 \$	76,847.58 \$	40.10 \$	78,192.42 \$	40.80 \$	79,560.78 \$

Group 2								
Producer, Senior News writer/Announcer								
Step	July 20, 2023		July 20, 2024		July 20, 2025		July 20, 2026	
	Integration		1.50%		1.75%		1.75%	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	25.64 \$	50,000.00 \$	26.03 \$	50,750.00 \$	26.48 \$	51,638.13 \$	26.94 \$	52,541.79 \$
2	27.17 \$	52,975.00 \$	27.57 \$	53,769.63 \$	28.06 \$	54,710.59 \$	28.55 \$	55,668.03 \$
3	28.78 \$	56,127.01 \$	29.21 \$	56,968.92 \$	29.73 \$	57,965.87 \$	30.25 \$	58,980.28 \$
4	30.86 \$	60,168.16 \$	31.32 \$	61,070.68 \$	31.87 \$	62,139.42 \$	32.42 \$	63,226.86 \$
5	32.69 \$	63,748.16 \$	33.18 \$	64,704.39 \$	33.76 \$	65,836.71 \$	34.35 \$	66,988.85 \$

Group 3								
News writer/Announcer								
Step	July 20, 2023		July 20, 2024		July 20, 2025		July 20, 2026	
	Integration		1.50%		1.75%		1.75%	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	21.54 \$	42,000.00 \$	21.86 \$	42,630.00 \$	22.24 \$	43,376.03 \$	22.63 \$	44,135.11 \$
2	23.10 \$	44,931.60 \$	23.39 \$	45,605.57 \$	23.80 \$	46,403.67 \$	24.21 \$	47,215.74 \$
3	24.65 \$	48,067.83 \$	25.02 \$	48,788.84 \$	25.46 \$	49,642.65 \$	25.90 \$	50,511.39 \$
4	26.37 \$	51,422.96 \$	26.77 \$	52,194.30 \$	27.23 \$	53,107.70 \$	27.71 \$	54,037.09 \$
5	28.21 \$	55,012.28 \$	28.63 \$	55,837.47 \$	29.14 \$	56,814.62 \$	29.65 \$	57,808.88 \$

Group 4								
Board Operator								
Step	July 20, 2023		July 20, 2024		July 20, 2025		July 20, 2026	
	Integration		1.50%		1.75%		1.75%	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	17.44 \$	34,000.00 \$	17.70 \$	34,510.00 \$	18.01 \$	35,113.93 \$	18.32 \$	35,728.42 \$
2	18.55 \$	36,176.00 \$	18.83 \$	36,718.64 \$	19.16 \$	37,361.22 \$	19.49 \$	38,015.04 \$
3	19.74 \$	38,491.26 \$	20.04 \$	39,068.63 \$	20.39 \$	39,752.33 \$	20.74 \$	40,448.00 \$
4	21.00 \$	40,954.70 \$	21.32 \$	41,569.03 \$	21.69 \$	42,296.48 \$	22.07 \$	43,036.67 \$
5	22.35 \$	43,575.81 \$	22.68 \$	44,229.44 \$	23.08 \$	45,003.46 \$	23.48 \$	45,791.02 \$

- Year 1 (July 20, 2023) – Integration into the new wage grids which includes salary adjustments. Employees are integrated at the closest, next highest salary. Integration is based on current base salary and AIP for each employee.

- Retro payment will be paid in one lump sum, date of payment TBD (30-60 days after date of ratification).
- Year 2 (July 20, 2024) – Annual increase of 1.5% to be applied, no step increase in 2024.
- Year 3 (July 20, 2025) – Annual increase of 1.75% to be applied, step increases also applied.
- Year 4 (July 20, 2026) – Annual increase of 1.75% to be applied, step increases also applied.

LETTER OF AGREEMENT – VACATION ENTITLEMENTS

The Parties agree no active employees at signing of this Collective Agreement will see their vacation entitlement be reduced as a result of the administration of this Collective Agreement. If employees are brought into the bargaining unit through merger, acquisition, or otherwise, who have a higher vacation entitlement than captured by Article 13, the Parties will meet to discuss their vacation.

LETTER OF AGREEMENT – SHARING OF WORK

WHEREAS the Company and the Union recognize that, some services are similar between operations at CFRA-AM and CTV Ottawa and some employees at these locations perform similar functions;

WHEREAS the Company and the Union recognize and agree that a past practice exists whereby Television personnel have been performing radio news functions on a per occasion and/or recurring basis;

WHEREAS the Company and the Union recognize and agree that a past practice exists whereby Radio Hosts have been performing television news functions on a per occasion and/or recurring basis;

WHEREAS the Company and the Union recognize and agree that the above-mentioned sharing of work has been happening well before the July 20, 2023 certification date of ONG as the bargaining unit for CFRA employees;

WHEREAS employees at CFRA-AM are represented by ONG Local 30205 and employees at CTV Ottawa are represented by both ONG Local 30205 and Unifor Local 715M;

WHEREAS CFRA-AM and ONG Local 30205 have discussed the above past practice at the bargaining table during the negotiation of the first collective agreement between both parties;

NOW THEREFORE the parties agree as follows:

1. Local news consumption is shifting to a multi-platform environment and the sharing of radio and television functions will allow the company to provide better service to its communities.
2. The sharing of radio and television functions will continue as per the past practice, except as altered by 3, 4, 5, or 6 below.
3. The Parties agree that if any issue arises as a result of this letter of agreement a meeting shall be called between the Parties to discuss and resolve.
4. The Company shall not use this letter of agreement to eliminate or displace permanent employees, both regular Full-Time and regular Part-Time.
5. Nothing contained in this letter of agreement shall be construed as altering, modifying or in any way negatively impacting upon the Union's jurisdiction.

6. Should there be a temporary backfill opportunity in a hosting role for CFRA, the Company will give the opportunity, on occasion, to bargaining unit employees who have relevant hosting experience to cover for the assignment.

Should there be a temporary backfill opportunity in a producing role for CFRA, the Company will give the first opportunity to bargaining unit employees who have relevant producing experience to cover for the assignment.

In order to be considered for any temporary opportunities, the employee must be able to demonstrate that he/she has the qualifications and abilities to do the assignment according to company standards.

LETTER OF AGREEMENT – STATUS OF PATRICIA BOAL

WHEREAS the Company and the Union recognize and agree that a past practice exists whereby Patricia Boal has been performing radio news functions on a recurring basis for CFRA –AM;

WHEREAS CFRA-AM and ONG Local 30205 have discussed the functions performed by Patricia Boal, as well as her status of membership in the newly created bargaining unit at CFRA;

NOW THEREFORE the parties agree as follows:

1. Patricia Boal has been a Co-Anchor for CTV Ottawa for several years. As such she is a member of the ONG bargaining unit at CTV Ottawa.
2. Recently, CFRA and Patricia Boal entered into a Talent Contract whereby Patricia also performs Radio Host functions for CFRA, these are in addition to her TV Anchor functions. This dual role has been in place since August 12, 2022.
3. Patricia is not an employee of CFRA-AM and therefore not part of the ONG bargaining unit at CFRA.
4. The Radio Host functions performed by Patricia fall under the past practice of sharing of work between radio and TV as outlined in the LOA on sharing of work.

LETTER OF AGREEMENT – STATUS OF VASSY KAPELOS

WHEREAS the Company and the Union recognize and agree that a past practice exists whereby Vassy Kapelos has been performing radio host functions on a per occasion and/or recurring basis for CFRA –AM and other radio stations across Bell Media;

WHEREAS CFRA-AM and ONG Local 30205 have discussed the functions performed by Vassy Kapelos as well as her status of membership in the newly created bargaining unit at CFRA;

NOW THEREFORE the parties agree as follows:

1. Vassy Kapelos provides regular program content that is shared to many radio stations, including CFRA and that content is similar to other syndicated programming.
2. Vassy Kapelos' job title is "Chief Political Correspondent," and she is employed by CTV News.
3. Vassy Kapelos is not an employee of CFRA-AM and therefore not part of the ONG bargaining unit at CFRA.

LETTER OF AGREEMENT – UNPAID MEAL BREAKS

The Company will schedule the meal break time for each employee on each shift, and the scheduled meal breaks shall be posted with the shift schedule.

Employees are encouraged to take their breaks. If employees are required to work during their scheduled meal break, they will either be paid for that additional time worked, or given the option to take their meal break later during their shift, or to leave an equal amount of time earlier.

If an employee is required to work during their meal break more than two (2) times in any given week and is not given the option to take their meal break later during their shift, or to leave an

equal amount of time earlier, they shall receive a missed meal penalty equal to 1.5 hours pay for the missed meal periods. All missed meal periods must be pre-approved by a Manager.

LETTER OF AGREEMENT – TRAFFIC RELATED SPLIT SHIFTS

The Company and Union agree due to the unique nature of traffic shifts, if an employee agrees, the employee will work a split shift. There would be no overtime or meal breaks involved in either part of the split shift unless the employee is approved to work beyond 4 hours of either shift.

The traffic shifts are currently

Morning

5:30am – 9:30am

Afternoon

2:30pm – 6:30pm

And are subject to change

LETTER OF AGREEMENT – PRODUCERS' WORKLOAD

As a part of the workload review process outlined in Article 25, the Company and each Producer employee will discuss specific plans to limit the need for overtime work.

Such plans will depend on the nature of the show and the shift schedule, and could include the implementation of a prep shift, or alternate work arrangements such as remote work or a compressed schedule. The appropriateness of such measures are subject to the reasonable discretion of the Company.

In establishing such plans, the Company will make clear with each employee the process they are expected to follow for approval of overtime, including who is authorized to grant overtime.

In witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 23th day of April 2024.

**For the
Company**

Ginalia Chatzis

Ginalia Chatzis
Sr. Consultant, Labour Relations

Marie-Eve Cypihot

Marie-Eve Cypihot
Sr. Consultant, Labour Relations

Peter Angione

Peter Angione
News Director, Bell Media

Jodi Hamilton

Jodi Hamilton
Operations Manager, Bell Media

Michelle Wilson

Michelle Wilson
Sr. Consultant, Human Resources

**For the
Union**

Patrick Legay

Patrick Legay
CWA Canada Staff Representative

Callum Fraser

Callum Fraser
Committee Member

Stephen Bunda

Steve Bunda
Committee Member

Mitchell Kedrosky

Mitch Kedrosky
Committee Member