

# COLLECTIVE AGREEMENT

between



and



**Canadian Media Guild**

**La Guilde canadienne des médias**

CWA/SCA CANADA

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## **Article 1 – SCOPE & RECOGNITION**

- 1.1 The Employer recognizes and agrees that the Union is the sole and exclusive bargaining agent for all employees in the bargaining unit defined by the Canada Industrial Relations Board in its Certificate issued February 7, 2005, and as amended from time to time.
- 1.2 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of activity or lack of activity in the Union.
- 1.3 The Employer shall notify the Union of any newly created position(s) or classification(s) including positions or classifications for which it claims an exclusion from the bargaining unit. This notice shall be given within seven (7) calendar days of the creation of the position or classification and where the Employer seeks to exclude the position(s) or classification(s) from the bargaining unit, the notice shall include the reasons for the exclusion. In the event the Union disputes the proposed exclusion, the parties will meet within seven (7) calendar days of the Union being notified. Should the parties fail to reach agreement on any proposed exclusion, this matter shall become the subject of a grievance and may be referred to binding arbitration as per the provisions of this Agreement.

## Article 2 – ANNUAL VACATION

2.1 Employees who have successfully completed three (3) months of full-time employment with the Employer are entitled to accrue annual vacation credits based on ten (10) days per year, or 0.833 days per calendar month.

2.2 As of their hiring anniversary date, employees who have completed two (2) years of service shall accrue fifteen (15) days per year, or 1.25 days per month, as their annual entitlement to vacation.

As of their hiring anniversary date, employees who have completed five (5) years of service shall accrue twenty (20) days per year, or 1.67 days per month, as their annual entitlement to vacation.

As of their hiring anniversary date, employees who have completed twelve (12) years of service shall accrue twenty-five (25) days per year, or 2.08 days per month, as their annual entitlement to vacation.

Employees working a compressed work week, or other agreed-upon alternative work arrangement, shall have their annual entitlement to vacation calculated in a manner consistent with this provision.

2.3 Temporary employees and part-time regular employees will accrue vacation time on a pro-rata basis. To be eligible to accrue vacation time, these employees must be on a contract of more than six (6) months duration at a minimum of twenty (20) hours per week.

Other part-time and temporary employees will accumulate vacation time/pay as set out in federal legislation.

2.4 Employees who have negotiated an annual vacation entitlement greater than the minimums stipulated in this Agreement will see no reduction in their entitlement as a result of the implementation of this Agreement.

2.5 Employees shall take their vacations at a time of their choosing, subject to the reasonable operational requirements of the Employer.

2.6 Prior to taking any annual vacation days, employees must complete a leave request form. This form must be signed by the immediate supervisor and sent to Administration.

2.7 Although the Employer will make efforts to accommodate all requests for annual vacation days, it is recommended that employees give as much notice as possible.

2.8 Each supervisor will maintain a vacation schedule for his/her department.

Vacation requests will be dealt with on a first-come, first-served basis. In the event two employees in the same department make requests that are in conflict, the supervisor and the employees in question will make best efforts to resolve the conflict. If no other resolution is found, then preference will be given on the basis of seniority.

In the event an employee selects more than one (1) set of vacation dates within the same year, the exercise of seniority rights shall apply to only one (1) set, and this set must be designated at the time of indication. Once invoked, the exercise of seniority rights may not be invoked again for a period of two (2) years.

- 2.9 The Employer reserves the right to schedule or assign employees to take any outstanding annual vacation accruals. Before exercising this right the Employer will meet with the employee to discuss the assignment or scheduling of accrued annual vacation days. Every effort will be made to schedule such leave in a manner that is satisfactory to both parties.
- 2.10 Employees are required to take at least fifty percent (50%) of their vacation time each year, barring exceptional circumstances. Where circumstances prevent an employee from taking the fifty percent minimum, they may request to carry the vacation days forward, or have them paid out, as set out below.
- Employees may request cash payment of any accrued vacation credits, up to a maximum of 50% of their annual entitlement, subject to the supervisor's approval.
- Employees may request to carry their accrued annual vacation credits into the following year, up to a maximum of 50% of their annual entitlement, subject to the supervisor's approval.
- 2.11 Employees may request vacation days over and above their entitlement in any year, up to a maximum of 50% of their entitlement. Such a request will not be unreasonably denied. Any days granted will be debited against the following year's vacation entitlement.
- 2.12 The maximum vacation time which an employee may accumulate is twice their annual entitlement.
- 2.13 If employment is terminated for any reason, accrued vacation credits shall be paid out in cash, based on the employee's basic salary as of time of departure. If the employee has a net deficit of vacation days, salary will be withheld on the same basis.
- 2.14 If an employee is recalled from vacation due to an emergency or unusual circumstances, any lost days will be restored to the employee's bank of accrued vacation credits and the employee will be compensated for all reasonable costs incurred as a result of the recall.
- 2.15 To receive credit for the accrued vacation days for any given month, the employee must work for at least half of the working days in that month.

### **Article 3 – CALL-BACK**

- 3.1 Call-back occurs when a scheduled employee, after leaving work, is required to perform duties which are expected to be completed before the commencement of the employee's next scheduled shift. Call-back is incurred whether or not the employee is required to actually report to the workplace.
- 3.2 It is the expectation of the parties that instances of call-back will be rare.
- 3.3 An employee may refuse to accept a call-back and shall not be penalized in any way for such refusal.
- 3.4 In the event a call-back is accepted, the employee shall keep a record of the actual time worked, and shall be compensated in accordance with the provisions of Article 11, with a minimum payment of one (1) hour at the overtime rate, or as per the regulations of the *Canada Labour Code*, whichever is greater. Travel time to and from the office shall not be included in the calculation of time worked.
- 3.5 The provisions of this Article do not apply to employees that have been assigned to be on call in accordance with article 23.
- 3.6 Call-back and this Article shall not apply when the call to the employee has been prompted by an error of the employee being called, and the purpose of the call is to correct the error.

#### **Article 4 – COMPASSIONATE & BEREAVEMENT LEAVE**

- 4.1 All members of the bargaining unit who qualify under Employment Insurance regulations are eligible for Compassionate Care benefits. These benefits may be paid up to a maximum of six (6) weeks to a person who has to be absent from work to provide care or support to a gravely ill family member who is at risk of dying within twenty-six (26) weeks.
- 4.2 Employees who have successfully completed the probationary period are entitled to three (3) days paid bereavement leave in the event of the death of an immediate family member, during any of the three days that occur immediately following the day of death.
- Travel time in addition to the three (3) days may also be allowed. Such travel time will not be unreasonably denied. Other special circumstances related to the bereavement will be reviewed on a case-by-case basis.
- 4.3 Immediate family is defined as the spouse, parents, children, sisters, brothers, father-in-law, mother-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, sister-in-law, brother-in-law of the employee and includes any relative permanently residing in the employee's household or with whom the employee resides.

## **Article 5 – DISCRIMINATION**

- 5.1 The parties agree that there shall be no discrimination against employees with respect to sex, colour, age, disability, religion, creed, race, ethnic or national origin, marital or parental status, sexual orientation, political affiliation, membership or activity in the union, or conviction for an offence for which a pardon has been received.
- 5.2 Where there is an allegation that the application of this collective agreement has an adverse discriminatory effect on an employee (with the exception of the application of seniority under this agreement) the parties agree to meet and attempt to reach a solution in accordance with the principles set out in federal human rights legislation.
- 5.3 Employees in same-sex relationships shall have the same marital and family status as employees in common-law relationships with respect to all matters covered by the collective agreement. Benefits and entitlements under this collective agreement will not be denied to same-sex partners.

## Article 6 – DISCIPLINE & DISCHARGE

6.1 The parties agree that the purpose of discipline is correction. Its primary purpose is to ensure that employees perform their duties in accordance with rules, directives and regulations set out by the employer.

No permanent employee of the Employer shall be disciplined or discharged except for just and sufficient cause.

It is agreed that matters of discipline will be dealt with promptly.

6.2 Discipline is defined as any action taken by the employer concerning an employee's work or conduct, which may be detrimental to the employee's position within the enterprise.

6.3 Prior to any disciplinary measure being imposed, the employee will be given notice in writing to attend a meeting, with a copy provided to the union. The employer will provide notice of the subject matter to be discussed, and will be advised of his right to have a union representative attend the meeting. However, the unavailability of a union representative will not delay the meeting for more than five (5) working days from the date of notification.

6.4 At the meeting there shall be a full discussion between the employer and the employee.

6.5 Following the meeting, the employer shall send a letter to the employee outlining the determination that has been made and communicating the disciplinary measures, if any, that are being imposed. Such notice shall be sent to the employee, with a copy to the union, within ten (10) business days of the meeting as described above.

6.6 If the above procedure is not followed, no disciplinary measures may be applied nor become part of the employee's record, nor be used against the employee at any time.

When any discipline is found to be unjustified, all documents related to the imposition of discipline and disciplinary measures shall be removed from the employee's record and destroyed, and the employee shall, as far as is possible, be made whole in all respects.

6.7 The Employer reserves the right to remove employees from the workplace pending a final decision, subject to satisfying the onus of proof that it has just and sufficient cause to do so.

6.8 The Employer shall notify the union in writing of all dismissals; this notice shall outline the reasons for the dismissal. Except in cases of gross misconduct, no employee shall be dismissed as a result of disciplinary action until the procedures outlined in this article have been followed.

6.9 In addition to any rights under the grievance procedure, the employee has the right to reply in writing to any discipline imposed. The employee's reply, if received by the Employer within ten (10) working days after the discipline notice described in article 6.5, shall become part of his/her record.

- 6.10 All documents referring to disciplinary matters shall be removed from the employee's employment file two (2) years after the date of the notice described in article 6.5, provided there are no further infractions of a similar nature, as determined by management, during that period.

Management may request that documents be kept beyond the two (2) year period, subject to satisfying the union of the necessity or advisability of keeping the information on file.

## **Article 7 – DISPUTE RESOLUTION**

7.1 The parties agree that the purpose of this article and the procedures outlined within are to settle any complaints or disagreements between members of the bargaining unit or the union and the employer amicably, fairly and in an expeditious manner.

7.2 A grievance is defined as a difference arising between the employer and the union relating to the interpretation, application, administration or alleged violation of the provisions of this collective agreement, including any question as to whether a matter is grievable or arbitrable. At any stage of the grievance procedure an employee is entitled to representation by the union.

7.3 It is the intent of the parties that complaints of an employee shall be adjusted as quickly as possible and accordingly, should a grievance arise, an earnest effort shall be made to settle the dispute in the following manner.

7.4 Complaint stage:

Any employee may present a complaint to his/her supervisor or manager at any time. Such complaint should be brought to the attention of the supervisor/manager within ten (10) business days of the event giving rise to the complaint, or knowledge thereof.

The supervisor and the employee shall make a sincere and genuine effort to resolve the complaint prior to a formal grievance being filed. Unless otherwise agreed, the parties have ten (10) business days from the date the complaint is lodged, to resolve it. The supervisor/manager shall communicate his/her decision to the employee and to the union, in writing, within the above-noted time frame.

7.5 Role of the Joint Committee:

The parties may attempt to resolve any dispute, whether it comes from an individual employee or a group of employees, using the existing Joint Committee. This is meant to allow for a further opportunity to actively work on a satisfactory resolution to the dispute without moving to a more adversarial process.

If the parties agree to discuss a dispute, or refer a dispute to an informal dispute resolution process via the Joint Committee, all other relevant timelines under this article are suspended unless one of the parties gives five (5) days notice of its intention to move to the next step of the process.

7.6 Grievance:

If the dispute is not resolved at the complaint stage, a grievance may be filed within ten (10) business days of the end of the complaint stage. For clarity, the complaint stage ends when the supervisor/manager communicates his/her decision to the employee and to the union as set out above, or ten (10) days after the lodging of the complaint, whichever is earlier.

The grievance must be filed in writing, using a standard form developed by the parties, and

must be submitted to the employee's immediate supervisor/manager or to Human Resources, with a copy to the union. The grievance form must provide sufficient specific information to allow the responding party to fully understand the allegations being made.

A grievance meeting will be held within ten (10) business days of filing of the grievance. This grievance committee shall be composed, at minimum, of a representative from the union as well as one from the employer. The grievor may attend if he/she wishes to.

The parties will exchange any and all relevant information relating to the issue or issues in dispute and will make a sincere effort to resolve the dispute. Minutes will be kept and signed by the parties. The employer's decision shall be delivered in writing within ten (10) business days of the meeting.

7.7 The parties at the grievance meeting shall make a sincere and genuine effort to resolve the issue(s) in dispute. In the event a satisfactory resolution is not reached, the parties have the option of holding a further meeting or moving to the next phase.

7.8 Mediation and Arbitration:

If the dispute remains unresolved after the grievance meeting or meetings, the parties shall refer the dispute to arbitration as set out below.

The parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance. The parties will share equally the fees and expenses, if any, of the mediator.

7.9 Choice of arbitrator:

Unless a mutually agreed-upon list of arbitrators has been established, in which case one shall be selected at random or by rotation, the union and the employer shall each submit a list of three (3) names of preferred arbitrators within ten (10) days of the end of the previous step.

If a named arbitrator is on both lists, that person shall be appointed as sole arbitrator. If more than one (1) name has been given by the parties, the person who has the earliest available arbitration date(s) shall be appointed.

If the two lists have no names in common, the parties will attempt to select a mutually satisfactory arbitrator. If the parties are unable to agree, the parties shall request an arbitrator via the federal Ministry of Labour.

7.10 Powers of the arbitrator:

Once appointed, the sole arbitrator shall have all powers as set out in the *Canada Labour Code*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

The arbitrator shall not be authorized to make any award inconsistent with the provisions of

this agreement, nor to alter, modify, add to or amend any part of this agreement.

The decision of the arbitrator shall be final and binding upon the parties and the employee or employees concerned.

- 7.11 Each of the parties will share equally the fees and expenses, if any, of the sole arbitrator.

Except by express consent, neither party will be required to share the cost of stenographic transcript of the proceedings.

A party that seeks to adjourn an arbitration shall bear the costs associated with such adjournment.

- 7.12 Union or Employer Grievance:

Either the employer or the union may, on its own behalf, file a grievance concerning any dispute arising from the interpretation, application, administration or alleged contravention of this agreement. Such a grievance must be filed as per article 7.6 above within ten(10) business days of knowledge of the events giving rise to the grievance.

A grievance by the employer shall be filed with the president of the union's branch executive.

- 7.13 General Provisions:

It is agreed and understood that the union has sole carriage of any and all grievances throughout the grievance and arbitration procedure.

Any and all time limits set out in this article are directory rather than mandatory.

Neither party shall use technical arguments to impede the resolution process.

## Article 8 – FLOATING DAYS

- 8.1 Employees having completed the probationary period are entitled to three (3) paid days per calendar year absent from work (“Floating Days”), pro-rated in the first year of work. Employees can take these days off at any time of the year. Floating Days cannot be paid out in cash, nor can they be carried forward into the following year.
- 8.2 Floating Days are meant to assist an employee in coping with contingencies or unforeseen emergencies that affect the employee or the employee’s immediate family and require the employee to be absent from work on a short-term basis.
- 8.3 Requests to use Floating Days should be submitted by the employee with as much notice as possible and will not be unreasonably denied. When request for use of a Floating Day is denied, the reason shall be communicated in writing to the employee upon request.
- 8.4 Floating Days may be used in half-day or full-day increments, but may not be used for more than two (2) business days in a row.
- 8.5 Absence beyond the permitted number of Floating Days in any calendar year may require the employee to provide evidence of the need or reason for the additional absence or may be counted as unpaid leave.
- 8.6 Situations which may require additional leave of a longer duration will be discussed between the employee and supervisor. Each situation will be examined on a case-by-case basis, and any decisions are without prejudice or precedent to either party. As far as practicable and subject to the Employer’s reasonable operational requirements, a serious attempt will be made to accommodate such a request. If the request cannot be met, the supervisor and the employee will canvass other alternatives.

## Article 9 – GENERAL SALARY PROVISIONS

- 9.1 Employees will be paid according to the salary scale applicable to the classification to which they are assigned. The salary grades and scales may be adjusted by mutual agreement or as a result of the joint job evaluation and salary grade review process to be implemented during the term of this Agreement.
- 9.2 The placement of a new hire on the salary scale will be at the discretion of the Employer.
- 9.3 The salary grades set out in this article are minimum basic salaries. The Employer may grant discretionary increases, above-scale salaries or bonus payments at any time.
- 9.4 Salary scales:

### Grade 1:

Date	Low	High
At ratification	\$24,800	\$37,200

### Grade 2:

Date	Low	High
At ratification	\$29,760	\$44,640

### Grade 3:

Date	Low	High
At ratification	\$35,712	\$53,568

### Grade 4:

Date	Low	High
At ratification	\$42,854	\$64,282

### Grade 5:

Date	Low	High
At ratification	\$51,245	\$77,138

### Grade 6:

Date	Low	High
At ratification	\$61,710	\$92,566

### Grade 7:

Date	Low	High
At ratification	\$74,052	\$111,079

Grade 8:

Date	Low	High
At ratification	\$88,863	\$133,294

## **Article 10 – HARASSMENT**

- 10.1 The parties recognize the right of employees to work in an environment free from all forms of harassment.
- 10.2 Harassment is defined in the Employer’s Group Human Resource Policy 6-3 (the “Policy”).
- 10.3 When a complaint is filed, the employer will take immediate action to investigate, to resolve the issue, and to protect the rights and well-being of all involved. When a complaint alleging harassment has been made, it shall be dealt with in accordance with the employer’s policy, which is appended to this collective agreement.
- 10.4 If a member of the bargaining unit is found to be guilty of harassment, any disciplinary action taken shall be subject to the provisions of this collective agreement.
- 10.5 An employee alleging harassment in the workplace has the right, after informing the supervisor, to be assigned to other suitable work, if available, until such time as an investigation has been completed.
- 10.6 Nothing in this article shall replace an individual’s right to file a complaint in accordance with federal human rights legislation.
- 10.7 No employee risks reprisals as a result of filing a complaint in good faith, or being a party to the investigation of a complaint.
- 10.8 The Policy will remain in effect for the life of this agreement. In the event the Employer modifies this policy, the policy appended to this agreement shall remain in effect unless the union agrees in writing to accept the modified policy.
- 10.9 Any appointment of employee Advisors as per the Policy shall be made in consultation with the bargaining agent. In cases where a member of the bargaining unit is the initiator or object of a harassment complaint, any nomination of one or more investigators shall be made in consultation with the bargaining agent.
- 10.10 Where both the initiator and the object of a harassment complaint are members of the bargaining unit, both are entitled to representation by separate agents of the union.

## Article 11 – HOURS OF WORK AND OVERTIME

11.1 The normal work week for employees is thirty-seven and one-half (37.5) hours.

The normal work day is seven and one-half (7.5) hours plus an unpaid meal period and/or other breaks totaling no more than sixty (60) minutes. Other arrangements, including, without limitation, four-day weeks, may be created in consultation with the union. The specific expectation regarding the normal work day/week for each job category or position shall be clearly communicated to the individual employee from time to time.

A work day or work week includes those hours normally scheduled but not worked because the employee is on an approved leave.

11.2 There shall be no split shifts.

11.3 There shall be two (2) consecutive days off in each work week. The employer may schedule days off non-consecutively at the employee's request, or under exceptional or emergency circumstances.

11.4 The parties agree to discuss alternative working arrangements (including, without limitation, compressed work weeks and job sharing). No such arrangement shall be made with any employee without the participation and approval of the union.

11.5 All time worked beyond thirty-seven and one-half (37.5) hours in a week shall be compensated at the rate of one and one-half times (1.5x) the basic salary rate.

11.6 If an employee is required to perform work on a scheduled day off (i.e. a sixth day within the work week), he/she shall be compensated at the rate of one and one-half times (1.5x) the basic salary rate for all hours worked, with a minimum of three and one-half (3.5) hours.

If an employee is required to perform work on both scheduled days off (i.e. sixth and seventh days of the work week), he/she shall be compensated at the rate of two times (2x) the basic salary rate for all hours worked, with a minimum of three and one-half (3.5) hours.

11.7 Overtime hours must be authorized, in advance where practical, by the employee's immediate supervisor.

11.8 Each employee shall complete and submit to the Employer a weekly timesheet or other documentation, which may be in electronic format, reporting the hours worked in the preceding week.

11.9 The employer will make best efforts to ensure that employees are not required to work excessive hours on an ongoing basis.

11.10 The employer agrees to make reasonable effort to distribute the assignment of overtime work equitably among employees engaged in the same type of work.

11.11 An employee may choose to be claim overtime credits in compensatory time rather than money. Time credits will be calculated on the same basis as overtime pay. Employees may add this time to their outstanding annual vacation credits, or may take the time separately at a mutually convenient time. It is understood that any other employee's request for annual leave will have priority over an employee's request to take compensatory time. Any outstanding compensatory time credits existing at the end of the fiscal year will be paid out at the rate at which they were earned.

11.12 The employer shall keep a record of overtime credits accumulated, paid and taken by employees. Such record shall be made available to the union upon provision of reasonable written notice.

11.13 Self-Assigned Employees

It is agreed and understood that certain types or categories of work do not lend themselves to a regular schedule. Employees occupying these categories will be designated as self-assigned. A list of all self-assigned employees will be provided to the union no less than twice each calendar year.

11.14 Self-assigned employees undertake to arrange their own hours of work to accomplish their assignments.

11.15 Where a self-assigned employee or his/her supervisor determines that the employee may be expected to work more than thirty-seven and one-half (37.5) hours in a single week, or on an ongoing basis, the employee and supervisor will meet to discuss compensation for the additional work in question. The overtime provisions set out in articles 11.5 and 11.6 do not apply to self-assigned employees. However, the employee and supervisor are encouraged to discuss any and all possible means of compensation for the additional work, i.e. additional remuneration, compensatory time off, or any other compensation which is agreed upon by the employee and supervisor.

It is agreed and understood by the parties that the purpose of the self-assigned designation is to allow for greater flexibility in scheduling, and not for the purpose of reducing or eliminating an employee's right to compensation for working beyond the normal work day or week.

11.16 All discussions held under article 11.15 above shall be documented and shared with the employer and union.

## Article 12 – IMPROVEMENT PLAN

- 12.1 Ongoing communication between employees and supervisors is encouraged to support achievement of corporate and individual objectives and to address performance standards and issues in a timely fashion. When an employee is not working at a satisfactory level of performance he/she will be given reasonable time and assistance to improve.

This is a remedial process and is not to be viewed as disciplinary in nature.

- 12.2 In cases where a supervisor or manager finds that an employee is not working at a satisfactory level of performance, a meeting will be held between the supervisor and the employee to review the duties, responsibilities and requirements of the employee's job. The employee will be advised that this is the first step of the Improvement Plan (IP). Areas in which improvements are required will be clearly identified, and a written action plan will be established to achieve these improvements.

The employee will have the right to be represented by the union at this meeting and during any review meeting throughout the IP process. In addition to the direct supervisor of the employee, a department manager and a representative of HR may also participate in the IP process.

- 12.3 Within a period of one (1) month after the initial meeting described in article 12.2, a second meeting will be held to review progress to date, and also to review the action plan. A series of regular review meetings will be set up for a period of no longer than three (3) months; at these meetings the employee and supervisor/manager will review the employee's progress toward meeting the requirements of the job, as per the action plan. If at any point, the employee is meeting the objectives of the action plan and requirements of the job on a continuing and consistent basis, this will be stated in writing and signed by the employee and supervisor, thereby ending the Improvement Plan.
- 12.4 If at the end of the review period the employee is not meeting the objectives of the action plan and requirements of the job, vacancies at the same or lower salary level will be canvassed. If a vacancy is found and if the employee has the qualifications, the employee will be placed in the vacancy. In the event of a placement in a lower salary group, the employee will be placed on the salary scale of the lower salary group at the step closest to, but not more than their existing salary step. If such a vacancy is not found or if the employee refuses to be placed, the employee will be laid off as per the provisions of article 17.
- 12.5 Any and all documentation pertaining to any participation in an Improvement Plan will be removed from the employee's file twenty-four (24) months after the end of said Improvement Plan.

### **Article 13 – INTERNSHIPS, STUDENT PLACEMENT & VOLUNTEERS**

- 13.1 Paid or unpaid internships, student placements and volunteer assignments may be created. It is agreed and understood that no such program shall be implemented without consultation with and agreement of the union. Such agreement shall not be unreasonably denied.

Agreement must be reached on issues including, without limitation:

- duration of the program
- number of participants
- selection of participants
- selection and development of trainers/supervisors

- 13.2 Such programs will be guided by the following principles:

a) A balance will be considered between the training of interns/students/volunteers and staff employees.

b) Unless it is a requirement of the position, individual employees may decline to supervise interns/students/volunteers.

c) Interns/students/volunteers are not meant to be a source of free labour. Such placements exist for short-term training and developmental purposes and will not be used to replace existing staff or to avoid filling a vacancy.

- 13.3 If an intern/student/volunteer is requested to perform bargaining unit work beyond that agreed to at the time the placement began, the person shall be treated as a temporary employee with all the incumbent rights and responsibilities.

## Article 14 – INFORMATION TO THE UNION – DUES CHECK-OFF

- 14.1 The Employer agrees to deduct, from every employee, the amount of monthly dues uniformly levied in accordance with the bylaws of the Union and owing by the employee to the Union. Deductions shall be made from each pay and shall be forwarded to the Union no later than the 15<sup>th</sup> day of the month following the month for which the dues are deducted.
- 14.2 Deductions will commence for every current employee upon written request from the Union and beginning with the first day of employment for every new employee.
- 14.3 An employee who has a bona fide objection on religious grounds to payment of dues to the Union or membership in the bargaining unit may, by written notice to the Employer and the Union, elect not to have monthly dues levied and the Employer shall not be required to deduct or pay dues for any such employee to the Union. In lieu of dues to the Union, any employee who provides such notice must agree to payment of an equivalent amount to a registered Canadian charity mutually agreed to by the employee and the Union, and the Employer shall deduct and pay such amount from the employee's regular compensation. An employee who elects not to pay dues to the Union shall maintain all of the rights, privileges and other obligations under this collective agreement.
- 14.4 The Union agrees to save the Employer harmless from all such deductions and payments so made.
- 14.5 The Employer will provide to the national office of the Union, on a regular basis, an electronic file containing the following information regarding employees:
- (a) Employee name;
  - (b) Employee ID number or code;
  - (c) Employee title;
  - (d) Employee status;
  - (e) Employee home address (with the employee's consent), including city and province;
  - (f) Seniority date;
  - (g) Salary anniversary date;
  - (h) Current salary;
  - (i) Additional remuneration amount;
  - (j) Type of departure/end of employment;
  - (k) Type of absence.

The format of the above electronic file will be subject to discussions between appropriate delegates of the Employer and the Union.

Updates or changes to the information shall be forwarded by the Employer to the Union within 60 days of the Employer becoming aware of the change. A revised file reflecting all changes shall be provided by the Employer to the Union on at least an annual basis.

- 14.6 In addition to the above information the Employer will provide to the national office of the Union the following information:

- (a) Overtime records (upon written request);
- (b) Newly created positions and classifications, and abolished positions;
- (c) Classifications excluded from the bargaining unit;
- (d) Copies of personal contracts;
- (e) Copies of all notices of disciplinary action, including written warnings, notices of suspensions and dismissals;
- (f) Notices of extension of trial/probation period;
- (g) Notices of hiring and of end of employment.

## Article 15 – JOINT COMMITTEE

- 15.1 The purpose of the Joint Committee is to promote harmonious relations between the parties, to ensure effective and meaningful communication of information and ideas, to address questions or suggestions from employees, to discuss problems in an open and forthright manner and to provide a forum to correct conditions that might otherwise give rise to misunderstandings, complaints or grievances.
- 15.2 A Joint Committee shall be set up consisting of two (2) representatives of the Union, and two (2) representatives of the Employer. Additional representatives may attend meetings upon mutual agreement of the parties.
- 15.3 The Joint Committee shall meet no less than twice per year. Either party shall have the right to request a meeting of the Joint Committee at any time upon giving reasonable notice. Meetings will be held at a mutually convenient place and time. The parties will make best efforts to exchange agenda items and related background information, as necessary, prior to the meeting in order to facilitate discussion.
- 15.4 The parties will attempt to develop solutions and strategies by consensus. In any event, minutes of each meeting of the Joint Committee shall be prepared and signed as promptly as possible after the close of the meeting by all in attendance, unless the members of the Joint Committee agree that minutes of a particular meeting are not required.
- 15.5 Discussions held in the Joint Committee setting are agreed to be without prejudice or precedent to any position that either party may take in the future on the same or similar issues. However, it is agreed and understood that Joint Committee minutes, including solutions to problems, exist to inform the parties and may serve as the basis for more binding solutions, either as language in a subsequent collective agreement or in a formal letter of understanding.
- 15.6 While an issue is on the agenda of, or being discussed by the Joint Committee, it is agreed that any time limits set out in the grievance procedure are suspended.

## **Article 16 – JURY OR WITNESS DUTY**

- 16.1 An employee who is summoned to serve as a juror, or who receives a subpoena to appear as a witness on a scheduled work day shall continue to receive his/her basic pay for the day, less any amount received in payment for service as a juror or a witness. The employee shall return to work if released from jury or witness duty before the end of his/her scheduled shift.

Payment is subject to production of satisfactory evidence (for example but without limitation, a copy of the subpoena or summons).

- 16.2 It is agreed and understood that this article does not apply in cases where the employee is the plaintiff or the defendant, unless the case is directly related to the employee's work at the Employer.

## Article 17 – LAYOFF & RECALL

17.1 When the layoff of permanent employees is anticipated, the Employer shall determine the positions to be eliminated and/or the number of employees to be laid off. The Employer will give the union as much advance notice of layoffs as is practicable, but in any case no less than two (2) weeks before any employee is notified, in order that discussions may be held to provide an orderly and equitable layoff procedure.

The goal of these discussions is to alleviate or eliminate, as much as possible, the adverse effects of the staff reduction. These discussions will be held by the Joint Committee. Without limitation, the parties may examine such options as implementing voluntary separation and early retirement plans; collapsing vacant positions; reassigning employees; or canvassing possible temporary replacements (e.g. for maternity leave or LTD).

17.2 If it becomes necessary for the Employer to implement layoffs, the Employer shall provide to the affected employees:

a) after the first two (2) months of employment, at least two (2) weeks notice in writing in advance of the proposed layoff date; or

b) basic pay in lieu of notice equal to at least two (2) weeks; or

c) a combination of notice and basic pay equivalent to at least two (2) weeks.

17.3 During the notice period, the employee may have paid time off to pursue internal and external employment opportunities which may improve the employee's chances of achieving a successful career transition. Such time off will be subject to legitimate operational needs and will not be unreasonably denied.

17.4 Layoffs shall be implemented in inverse order of seniority within a given job classification. Temporary or probationary employees must be released before any permanent positions are affected.

17.5 Any permanent employees who have completed their probationary period and who are laid off will retain their seniority, and shall retain benefits entitlement for a period equal to their notice and severance entitlement to a maximum of three (3) months.

17.6 Any permanent employees having completed two years of service shall have recall rights for a period of twelve (12) months from the effective date of layoff.

a) When the Employer determines a vacancy exists, the employer will recall laid-off employees in order of seniority within that job classification. A laid-off employee may be recalled to any job at his/her previous salary level or at a lower level, provided he/she has the demonstrated qualifications (with reasonable orientation and assistance) to perform the duties of the lower position. An employee who accepts a recall in a lower position shall be paid the wage appropriate to the new classification, but at the closest step to their previous salary.

b) The Employer's responsibility will be considered fulfilled if the Employer gives notice of recall by telephone, e-mail or facsimile transmission, confirmed by registered mail to the employee's last address registered with the Employer. If the laid-off employee does not advise the employer of his/her intention within five (5) days of receipt of the registered letter or fails to report for work within seven (7) calendar days of receipt of such notice or at the date specified in the recall notice, whichever is later, the laid-off employee will be deemed to have waived the recall and his/her employment will be considered terminated.

c) A laid-off employee may decline a recall offer without abandoning his/her recall rights for the balance of the recall period.

17.7 An employee who is laid off will be entitled to severance pay on the following basis:

a) After successful completion of the first year of employment, two (2) weeks salary for each year of service or portion thereof, pro-rated on a monthly basis.

b) One (1) additional week's salary will be paid for each year of service, or portion thereof, beyond four (4) years, pro-rated on a monthly basis.

c) Severance pay will be paid to the employee as quickly as is practical, but in any case not later than the second (2<sup>nd</sup>) pay period after the date of layoff.

Severance pay can be paid either as a lump sum or as a continuation of regular semi-monthly pay for the period covered by the severance pay. The laid-off employee will make his/her choice known to the Employer no later than the date the layoff becomes effective.

17.8 Severance pay shall not be subject to check-off for union dues.

17.9 An employee who is laid off and forfeits his/her recall rights, or whose recall rights expire, shall not be precluded from being re-employed by the Employer.

17.10 In the event a laid-off employee receives severance pay and is subsequently recalled, he/she will not be required to repay the monies, and his/her seniority will be maintained. In the event the employee is subsequently laid off again, severance pay will be calculated based on the full seniority, and the previously paid amount will be subtracted from the amount due.

## Article 18 – LEAVE WITHOUT PAY

- 18.1 The Employer will attempt to meet employees' needs in accommodating reasonable requests for leaves of absence without pay.
- 18.2 Employees must request a leave of absence in writing as far in advance as possible. For a leave of more than one (1) month's duration, the request must be made no less than three (3) months prior to the proposed commencement of the leave.
- 18.3 The Employer shall review the request in light of operational requirements, reason for the leave and whether the leave in question is related to the employee's position or career. The employee's length of service and the relative length of the period of leave requested shall be relevant considerations in evaluating a request for leave.
- 18.4 The Employer shall provide the employee with a written answer as soon as possible but in all cases within ten (10) working days of the employee's written request. Requests will not be unreasonably denied. If the request is denied, the reasons for denial will be included in the written answer.
- 18.5 If the period of leave of absence is less than three (3) months, the employee will be guaranteed the right to return to the position he/she left at the end of the leave period.
- If the period of leave of absence is more than three (3) months, the employee will be guaranteed the right to return either a) to the position he/she left, or b) to another suitable position at the same level. If no such position exists, then the provisions of article 17 will apply.
- Employees granted a leave without pay shall not lose their seniority if they report on schedule upon the expiration of such leave. It is agreed and understood that unless other written arrangements are agreed to, seniority will not accumulate while on leave without pay. Unless written arrangements have been made prior to the commencement of leave, no benefit plans will apply during the period of leave without pay.
- 18.6 Leave without pay will not be granted for a period of more than one (1) year. An employee who wishes to continue a leave without pay for a longer period than was originally anticipated must make a second application.
- 18.7 In granting and scheduling a leave of absence, the Employer and the employee shall ensure that all vacation entitlement is allocated or used prior to the commencement of the leave period.

## Article 19 – MANAGEMENT RIGHTS

- 19.1 The Union recognizes and agrees that except as modified by this Agreement, all rights are retained solely and exclusively by the Employer, and without restricting the generality of the foregoing, this includes the right to maintain order, discipline and efficiency in managing all aspects of the business.
- 19.2 For greater certainty, and further without limiting the generality of the foregoing, the Union recognizes and agrees that subject to the provisions of this Agreement the Employer has the sole and exclusive right:
- (a) to operate and manage its activities in all respects in an efficient and economic manner as it sees fit;
  - (b) to determine the nature and kind of business conducted by the Employer;
  - (c) to direct the work force and to select, hire, retire, promote, demote, transfer, assign, classify, lay off and recall employees;
  - (c) to maintain order, discipline and efficiency and to discipline, suspend and discharge employees for just cause (except probationary employees who may be discharged for any reason);
  - (d) to establish, maintain, alter and enforce reasonable rules, regulations, policies, procedures and standards to be observed by employees;
  - (e) to establish new positions, determine job qualifications and to alter, consolidate or abolish existing jobs or positions;
  - (f) to determine the number of employees needed at any time, the hours and shifts to be worked, the duties to be performed, assignment of tasks, overtime requirements, the employees to perform overtime work, position content, standards of performance and the qualifications of the employees to perform work;
  - (g) to determine the hours and schedules of operation, operating techniques, methods, procedures and processes and means of performing work, the productions and services to be provided and the extension, limitation, curtailment or cessation of operations or any part thereof and to engage or contract with outside contractors or firms; and
  - (h) to have the sole and exclusive jurisdiction over all operations, locations, buildings, facilities, and equipment; and
  - (i) to determine all other functions and prerogatives invested in and exercised by the Employer which shall remain solely with the Employer.
- 19.3 The Employer's non-exercise of any right or function shall not be deemed a waiver of its right to exercise such right or function.

19.4 The rights referred to in this Article shall be exercised in a fair, reasonable and safe manner, in good faith and subject to the provisions of this Agreement.

## Article 20 – MATERNITY/PARENTAL LEAVE

- 20.1 Employer will ensure that a leave of absence due to the birth or legal adoption of a child will adhere to Canada Labour Code requirements. In addition, in support of family values and a work environment which recognizes employee concerns beyond the working day, the Employer has implemented a financial supplement to the Employment Insurance Benefits (EI) entitlement. This supplement is intended as a benefit for employees having shown a long-term commitment to the Employer and a benefit to alleviate the hardship a reduction in income would entail during the transition period to parenthood.
- 20.2 An employee must have completed six (6) consecutive months of employment for entitlement to the following unpaid leaves of absence.
- 20.3 Maternity leave is available only to the natural mother and consists of a period not exceeding seventeen (17) weeks.
- 20.4 The natural mother may elect an additional thirty-seven (37) weeks parental leave upon the expiration of maternity leave. The natural father is entitled to thirty-seven (37) weeks parental leave from the date the child is born, upon the expiry of maternity leave, or from the day the child comes into his actual care and custody. The aggregate amount of parental leave that may be taken by two employees in respect of the birth of any one child shall not exceed thirty-seven (37) weeks.
- 20.5 In the case of an adoption, either adopting parent is entitled to thirty-seven (37) weeks adoption leave from the day the child comes into the employee's actual care. The aggregate amount of adoption leave that may be taken in by two employees in respect of the adoption of any one child shall not exceed thirty-seven weeks.
- 20.6 An employee who has completed the required weeks of insurable employment may be eligible for EI during a maternity, parental, or adoption leave in accordance with the EI provisions. These benefits are currently payable through Employment Insurance at any time during the year after the child arrives home. Employees should visit their local Employment and Immigration Canada office, or call EI to obtain further details of these benefits.
- 20.7 To be eligible for Supplemental Employment Benefits (SEB) employees must have completed a minimum of fifty-two (52) weeks employment.
- a. Employer will supplement or "top up" the EI benefit for the above leaves up to 90% of regular earnings to a maximum of \$20,000 per leave. The SEB is taxable and subject to CPP deductions. To be eligible for the SEB, the employee must apply for EI. The SEB will be paid according to Employer's normal payroll schedule.
  - b. The SEB Employer top-up of EI benefits is payable as follows:
    - i. for thirteen weeks of maternity leave.
    - ii. for two weeks of parental leave.
    - iii. for two weeks of adoptive leave.
  - c. In addition, Employer will pay the employee on maternity or parental leave

90% of his or her regular weekly earnings during the two week waiting period in which EI does not pay any benefit. The two-week waiting period will only be covered for one parent in the case of two employees taking leave in relation to one child.

**20.8 Status of other employment provisions during leave**

- a. Vacation benefits continue to accrue during leave taking.
- b. In order to maintain coverage in the Group Insurance Plan, the employee will pay his or her share of the Long-Term Disability benefit. Employer will continue to pay the employer's share of the Group Insurance Plan.
- c. If a salary review is due during leave taking, it will take effect on the date the employee returns to work.

**20.9 Procedure**

- a. All staff must complete a Notice of Separation Form for Maternity/Parental Leave of Absence at least four weeks prior to departure date.
- b. Notice should be given to the employee's immediate supervisor as soon as possible with the anticipated departure date and duration of leave.
- c. Employees who are planning to return to work, must notify their immediate supervisor of their anticipated date of return, at least four (4) weeks in advance.

20.10 Every employee who takes a leave of absence from employment under this Article is entitled to be reinstated in the position that the employee occupied when the leave of absence from employment commenced, and every employer of such an employee shall, on the expiration of any such leave, reinstate the employee in that position. Where for any valid reason an employer cannot reinstate an employee to such position, the employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.

## **Article 21 – MEAL BREAKS**

- 21.1 Employees are entitled to take a one-hour unpaid meal break, or shorter unpaid breaks totaling one hour, during each work day. It is agreed and understood that employees normally enjoy a measure of flexibility in taking their meal break. If there is a legitimate operational requirement for an employee to be present at certain specific times of the day, this requirement shall be clearly communicated to the employee.
- 21.2 In scheduled shifts of more than ten (10) paid hours, a second unpaid meal break of sixty (60) minutes may be given. If a second meal break is given, it shall be given no later than ten (10) hours after the beginning of the shift.

## **Article 22 – OUTSIDE ACTIVITIES – CONFLICT OF INTEREST**

- 22.1 Employees shall be free to engage in activities, either paid or unpaid, outside the hours of work, subject to the following conditions:
- a) such activities do not constitute direct competition or conflict with the activities of the Employer;
  - b) no employee may exploit his/her connection with the Employer in the course of such activities;
  - c) such activity does not adversely affect the employee's work for the Employer.
- 22.2 Where there is a dispute as to whether an employee's activities constitute a violation of this article, the onus shall be on the employer to show that one or more of the conditions in 22.1 have been breached.
- 22.3 In the event an employee undertakes an outside activity which subsequently creates a real, apparent or potential conflict of interest, the employee is responsible for declaring any such conflict to his/her immediate supervisor. The employee and supervisor will meet to discuss the situation and determine the appropriate course of action, which may include, without limitation, recommending or requiring that the employee curtail or cease the outside activity. The employee shall be entitled to union representation at any such meeting.
- 22.4 For clarity, engagement with an independent media production company does not in itself normally constitute a conflict of interest. However, engagement with a production company for the purpose of creating programming under contract to or in competition with VisionTV (or its related enterprises) would constitute a conflict of interest.

### **Article 23 – ON CALL/STANDBY**

- 23.1 Certain positions may require the employee, or individuals may be called upon from time to time, to be on call or on standby during some or all of their time off between scheduled shifts (“on call”).
- 23.2 An employee who is on call shall be available and may be required to respond to and resolve inquiries by phone or computer, or to return to the workplace to address issues that cannot be resolved remotely.
- 23.3 The Employer may assign an employee to be on call during some or all of their time off between shifts. On-call requirements shall be clearly communicated either at the time of hire or in advance by the Employer as the need arises.
- 23.4 An employee who is on call shall be compensated at a rate equivalent to one tenth (1/10) their hourly rate of pay for each hour that they are on call. The employee shall complete and submit a weekly timesheet indicating the number of hours on call during the preceding week.
- 23.5 If an employee who is on call is required to respond to an inquiry from the workplace, the employee shall maintain a record of the time spent so doing and shall be compensated at a rate of one and one-half times (1.5x) their basic hourly rate of pay. Travel time to and from the workplace shall not be included in the calculation of overtime.

## **Article 24 – POSTING OF VACANCIES, HIRING & PROMOTION**

- 24.1 All vacant and newly created positions of more than six (6) months duration will be posted. The posting shall indicate those qualifications required by the employer, and will give notice that the position in question is a bargaining unit position. Internal postings shall include the expected salary grade of the position.
- 24.2 Except in exigent circumstances, such vacancies shall be posted internally for a period of no less than ten (10) business days. The employer may simultaneously or subsequently advertise vacancies externally.
- 24.3 Employees have the right to apply for and to be considered for any vacancy. A current member of the bargaining unit who applies for a vacant position will receive acknowledgment of receipt of such application no later than ten (10) days following the closing date of the internal posting.
- 24.4 The reclassification of a position occupied by a permanent employee will not be deemed a vacancy for the purposes of this article, and therefore will not be subject to any posting requirements. The union will be advised of any such reclassification.
- 24.5 Applications for positions and acknowledgments will not be placed on the employee's permanent file.
- 24.6 Where more than one candidate meets the basic qualifications and criteria as set out in the job posting, a selection board will be established.
- The role of the selection board is to review all applications and determine which applicants will be interviewed.
- Selection boards will include persons who are knowledgeable about the position or positions to be filled and about the criteria to be applied in reaching a decision.
- Bargaining unit members may be appointed to any selection board. Should the selection of a candidate become a matter of dispute between the parties, the position taken by any single person who served on the hiring board shall not be used by either party as the sole means of arguing the case.
- 24.7 When filling a vacancy, the candidate who best meets the qualifications and criteria will be hired.
- 24.8 The employer may hire an outside candidate where no internal candidate is selected or no internal candidate has applied.
- 24.9 Internal candidates who are engaged into a vacancy may be subject to a trial period of up to thirty (30) working days. This trial period will be reduced by the number of working days the employee was temporarily assigned or promoted to that position during the twelve (12) months immediately preceding the hire.

During the trial period, the employer may return an employee, or the employee may request to be returned to his/her former position and salary. If the position no longer exists, he/she will be placed in another suitable vacant position in his/her former classification and compensated at the salary previously paid.

- 24.10 The employer may reassign regular employees, engage temporary employees or make other suitable arrangements to meet specific operational needs during the hiring process, on the condition that such engagement does not delay the filling of the vacancy.

## Article 25 – PERFORMANCE MANAGEMENT

- 25.1 The intent of Performance Management (PM) is to ensure that all employees understand what is expected of them in their position or assignment, and what job standards and objectives are to be met. It is also an opportunity for constructive discussion and feedback between the employee and his/her direct supervisor or manager.
- 25.2 PM meetings between the employee and supervisor/manager shall occur no less than twice per 12-month period. More frequent meetings to discuss progress and allow for constructive feedback are encouraged in order to better assure the success of the process.
- 25.3 During the first meeting of each 12-month cycle the employee and supervisor/manager will jointly draft a PM plan for the year, including objectives, action plans, performance indicators and possible sources of feedback. Subsequent meetings during the same 12-month period will review this material for the purposes of maintaining focus and measuring progress along the PM plan; adjustments will be made as conditions change.
- 25.4 As part of the PM process, the employee and supervisor or manager should discuss how the employee contributes to the employer's objectives, and what the employee needs in order to develop within his/her current role as well as for future opportunities. Development opportunities may consist of, without limitation, formal or on-the-job training, temporary assignments or upgrades, skills transfer, or any other vehicle which enables an employee to obtain, maintain or increase knowledge, skills, techniques and experience.
- 25.5 It is agreed and understood that PM is meant to enhance employee satisfaction and improve performance. It is presumed that the employee is performing his/her function competently and adequately. If the employee is not working at a satisfactory level of performance, this must be dealt with under the provisions of article 12.

Any documents created in the context of the PM process will not be used to support a case of disciplinary action.

- 25.6 The parties to this collective agreement will monitor the progress of the PM process and deal with any questions or complaints via the joint committee process where it is practical to do so.

## Article 26 – PROBATION

- 26.1 New employees shall be subject to a probationary period of three (3) months.
- 26.2 At the time of hiring, the supervisor/manager and the employee will review the standards and expectations of the employee's position, job duties and responsibilities. The employee's performance will be reviewed regularly during the probationary period, and the employee will receive a written synopsis of all performance reviews during this period.
- 26.3 An employee may be confirmed in his/her job at any time before the end of the probationary period.
- 26.4 The probationary period may be extended by a further three (3) months at the Employer's discretion. In such cases the employee and the Union will be advised in writing, along with the reason for such extension.
- 26.5 The probationary period may be extended by a period equivalent to any absence with or without pay.
- 26.6 During the first two months of the probationary period an employee may be dismissed without notice or pay in lieu of notice. Thereafter, the notice and severance pay provisions of article 17 shall apply.
- The employee and the Union will be notified of any release during the probationary period. Such notice shall include the reasons for the release.
- 26.7 The Employer will not release a probationary employee for any reason which may be seen as arbitrary, discriminatory or in bad faith.

## Article 27 – POSTING OF SCHEDULES

27.1 Employees will be scheduled to work in accordance with the schedule established by the employer from time to time, and will undertake to complete their assignments as directed by the employer.

27.2 Regular employees will have their hours and scheduled days off posted no less than two (2) weeks in advance of the week for which the schedule applies. Once posted, an employee's scheduled hours will not normally be changed except as set out below.

For the purposes of this article, a department schedule which is e-mailed to all employees in the department shall be deemed to have been posted.

27.3 Schedules may be changed due to illness or release of an employee. They may also be changed due to circumstances beyond the Employer's control (e.g. extreme weather conditions or other emergencies). The Employer shall notify an employee of any change to his/her schedule made after the schedule has been posted.

Other changes may be made by mutual agreement between the employee and his/her supervisor. Such agreement will not be unreasonably withheld. The employer agrees to make reasonable efforts to accommodate the employee's wishes.

27.4 The Employer will make reasonable efforts to schedule employees in such a way that they will have no more than two (2) different start times in any given week.

27.5 It is agreed and understood that employees may have some measure of flexibility in their precise hours of work. Where an employee wishes to discuss minor modifications to his/her schedule, the Employer will make a reasonable effort to accommodate such modifications.

27.6 This article does not apply to self-assigned employees as defined in article 11.

## **Article 28 – RELIGIOUS OBSERVANCE**

- 28.1 Notwithstanding the provisions of Article 36, employees whose religious observances preclude them from working on a given day should give as much notice as possible to their supervisor so that alternate arrangements can be made. Except in cases of extreme emergency, the Employer agrees not to assign or require employees to work on days where work is forbidden under the employee's religious principles.

## Article 29 – RETIREMENT CONTRIBUTION

- 29.1 The Employer will continue to sponsor a group RRSP for all non-temporary employees to enable them to help finance their retirement. The Employer will continue to pay for the costs of administration of the plan and agrees to make contributions on employees' behalf.
- 29.2 The Employer will contribute by way of semi-monthly installments to each employee's plan based on the following guidelines, subject to the employee continuing employment during the payment period:
- After one (1) complete year of service, the Employer will contribute over the course of the next twelve (12) months of employment an amount totaling two per cent (2%) of the prior year's earned income.
  - After two (2) years of service, the Employer's contribution will increase to a total amount equal to four per cent (4%) of the prior year's earned income.
  - After four (4) years of service, the Employer's contribution will increase to a total amount equal to six per cent (6%) of the prior year's earned income.
- The Employer contribution shall not exceed, in any given year, one-third of the government-prescribed maximum contribution to an RRSP.
- 29.3 In January of each year, the employee will be advised of the amount of the Employer's contribution for which they will be eligible that year. The calculation will be made on a *pro rata* basis, rounded up to the nearest month, where necessary.
- 29.4 Contributions made by the Employer to an employee's group RRSP account are locked in. The employee will sign an agreement covering administration of the group RRSP plan and the locking-in provisions. The Employer reserves the right to not contribute to an employee's account if the employee has not signed the agreement.
- 29.5 Subject to federal regulations regarding group RRSPs and maximum contributions, employees may contribute to the group RRSP.

### Article 30 – SAFETY

- 30.1 The parties agree to cooperate to ensure compliance with Part II of the *Canada Labour Code* and its regulations.
- 30.2 The Employer will carry on its operations in a manner that will not endanger the health and safety of any of its employees, and shall adopt and carry out reasonable procedures and techniques designed or intended to prevent or reduce the risk of physical injury in its operations. Employees shall take all reasonable and necessary precautions to ensure their own safety and the safety of all fellow employees.
- 30.3 The Employer will establish a Health & Safety Policy Committee as set out in Part II of the *Canada Labour Code*. There shall be 2 representatives appointed by the union on this committee. These employees will be released without loss of pay or leave credits, to perform functions associated with said committee.
- 30.4 Where an employee has reasonable cause to believe that a danger exists (as defined in the *Canada Labour Code*) or that work to be undertaken would require additional help, it shall be the employee's responsibility to notify a supervisor, or if that is not possible, to summon help as required. If neither course of action is possible, the employee may refuse to complete the job pending the elimination or lessening of the dangerous situation or until a federal Health & Safety officer has made a determination.
- 30.5 The Employer shall supply adequate protective clothing and safety devices for employees where conditions require their use and other special attire when required. When such clothing or devices are supplied for an employee's protection, their use is mandatory. The protective clothing shall be appropriate to the work environment.
- 30.6 An employee shall not be held responsible for the maintenance, normal wear, or accidental damage caused to the protective clothing or safety devices supplied by the Employer.
- 30.7 Where the Employer issues protective clothing to an employee to be worn in the performance of his/her duties, the cost of cleaning, as authorized, will be borne by the Employer.
- 30.8 The Employer shall ensure proper regular maintenance of equipment and provide regular safety inspections. The result of such monitoring shall be made available to the Health & Safety Policy Committee.

**Article 31 – SELF-FUNDED LEAVE**

- 31.1 Any full-time or part-time permanent employee who has been a staff member for a minimum of four years is eligible to participate in the self-funded leave (SFL) plan.
- 31.2 Requests for SFL will be examined in light of the Employer’s reasonable operational requirements, but will not be unreasonably denied.
- 31.3 Employees wishing to take a period of SFL shall complete an application in writing to their departmental vice-president at least six months prior to the intended commencement date of salary deferral.
- 31.4 The decision on the percentage of salary deferral depends on the income required during the period of salary deferral, as well as the income required during the leave. The maximum deferral period is four years; minimum is one year. The maximum percentage of salary can defer in any year is 33.3% of annual salary. The percentage of deferral must be equal for the entire period of deferment.

The deferred salary is retained by the Employer and placed into an interest-bearing account. The interest rate will be the best interest rate attainable at the bank at which the Employer normally conducts its business. During the deferral period the earned interest will be paid to the employee by December 31 of each year. During the deferral period, the salary received by the employee, as well as the accrued interest on the deferred salary are treated as employment income for the purposes of the *Income Tax Act*. Benefits required under government legislation will be calculated according to the pertinent legislation or regulations.

- 31.5 The minimum SFL period shall be three months. The maximum SFL period shall be one year.
- 31.6 During the SFL period, the deferred salary will be paid in equal installments on the regular pay dates.
- 31.7 The employee will return to his/her former position provided he/she returns as scheduled at the end of the SFL period. The employee’s seniority will be continued during the period of SFL.
- 31.8 Employees may opt out of the benefits plan during the leave period. If employees choose to continue benefits, they shall be responsible for benefit costs as per the following schedule. Legislated benefits including Employer Health Tax, Canada Pension Plan contributions and Employment Insurance premiums will be applied subject to the appropriate regulations.

<b>Benefit</b>	<b>During deferral period</b>	<b>During leave</b>
Life insurance	Based on reduced salary; employer pays premium	Based on deferred salary; employee pays premium
Long-Term Disability	Based on reduced salary; Employee pays premium	Based on deferred pay; employee pays premium

Health/Dental	Based on regular benefits; employer pays premium	Based on regular benefits; employee pays premium
Annual vacation/Personal absence (PA)/ Holidays	Based on regular salary	Not applicable
Sick Leave	As normal	Not applicable

In certain circumstances, the Employer may choose to continue to pay some or all of the employer costs.

- 31.9 Withdrawal from the plan or postponement of the leave of absence for reasons other than termination of employment, death or disability requires the approval of the departmental vice-president in writing. Upon the employee's withdrawal from the plan, the deferred salary will become payable in a lump sum and will be subject to normal withholding for taxes, CPP and EI contributions.
- 31.10 This plan is subject to Canada Revenue Agency approval and may be amended accordingly.

## Article 32 – SHORT-TERM LAYOFF

- 32.1 Short-term layoff will occur as follows:
- Layoff resulting from a planned temporary closure of any part of the Employer's operations during all or part of the fiscal year;
  - Any other temporary layoff which is not anticipated to exceed six (6) months.
- 32.2 When a short-term layoff is anticipated the Employer shall notify the Union at least two (2) weeks before any employee is notified. The Employer will endeavour to give as much notice as possible of a short-term layoff but not less than two (2) weeks. The employee will be informed of the effective date of layoff and the date of return to work.
- 32.3 Benefits and seniority will be continued for the duration of a short-term layoff, subject to the employee continuing to pay the employee's portion of any employee-paid or co-paid benefits.
- 32.4 Employees may use any vacation or banked time in lieu to bridge some or all of a short-term layoff period.
- 32.5 In the event a short-term layoff becomes a permanent layoff as contemplated in article 17, the period of the short-term layoff will be used in determining entitlement to severance pay, and all other provisions of article 17 will apply.

### **Article 33 – SICK LEAVE – INCOME PROTECTION PLANS**

- 33.1 In all cases of illness and disability an employee shall inform his/her supervisor as soon as possible.
- 33.2 In all cases of illness/disability in excess of four (4) consecutive days the employee must produce satisfactory evidence of inability to perform duties. To maintain eligibility for benefits beyond two (2) weeks, the employee must provide satisfactory documentation from time to time certifying that the employee is incapable of working during the period in question.
- a) To be considered satisfactory, a medical certificate must be signed by a qualified medical practitioner and specify that the employee is unable to perform his/her duties.
- b) The Employer reserves the right to require satisfactory documentation that the employee is fit to return to work following an absence. Such a document will be signed by a qualified medical practitioner, and will indicate that the employee is fit to return to work, either with or without restrictions.
- c) If the medical restriction is of a temporary nature (i.e. no more than six (6) months) the Employer will make reasonable efforts to accommodate these restrictions. If the restrictions are of a permanent nature, the Employer will make reasonable accommodation in providing technical aids, devices or reasonable modification of the work environment for the employee. The definition of reasonable accommodation shall be the same as defined in federal human rights legislation.
- 33.3 An employee who has been granted five (5) days or more of sick leave within any calendar year must, if required, produce satisfactory medical evidence, as set out in article 33.2a) above, for each subsequent day of absence within that same calendar year. If satisfactory medical evidence is not produced, the absence shall be charged to other leave or treated as unpaid leave.
- 33.4 The Employer may require an employee to undergo a medical examination by a medical doctor of its choice and at its expense. This may be required when it is necessary to establish the state of health of a particular employee or as a safeguard for other members of staff, or to determine the cause of excessive absenteeism. At the time of the examination, the employee will be advised whether he/she is well enough to work. If the employee so requests in writing, the results of such an examination will be conveyed to the employee's personal physician.
- 33.5 All medical information regarding employees is confidential in nature, and shall not be released to any party without the employee's written, informed and voluntary consent.
- 33.6 During a sick leave, all group benefits will continue and service will be considered to be continuous for the duration of the absence.
- 33.7 Employees become eligible for Short-Term Disability or Long-Term Disability (STD or LTD) benefits after completion of the three (3) month probation period.

33.8 Salary will continue to be paid at the following rates according to the following length of service attained at the time of disability for each unrelated disability:

Three months but less than 1 year:		13 weeks at 70%
1 year but less than 2 years	2 weeks at 100%	11 weeks at 70%
2 years but less than 3 years	4 weeks at 100%	9 weeks at 70%
3 years but less than 4 years	6 weeks at 100%	7 weeks at 70%
4 years but less than 5 years	8 weeks at 100%	5 weeks at 70%
5 years but less than 6 years	10 weeks at 100%	3 weeks at 70%
6 years but less than 7 years	12 weeks at 100%	1 week at 70%
7 years or more	13 weeks at 100%	

The maximum period for the STD plan is thirteen (13) weeks. After this period, the LTD plan takes over. The LTD plan is part of the Group Health Benefit and is detailed in the booklet entitled “Group LTD and AD&D Benefits.

Separate periods of short-term disability will be considered continuous if they occur for the same or related reasons and are interrupted by less than four (4) weeks of continuous employment. In such cases, the period of return to work will be treated as a hiatus and the periods of absence preceding and following the return to work will be considered both continuous and cumulative in relation to the period of ninety (90) days for the LTD plan.

## Article 34 – SKILLS INVENTORY

- 34.1 The parties recognize the benefit of creating an up-to-date inventory of employees' skills, experience and career path through the creation of a candidate profile for each employee.
- 34.2 The Employer agrees to establish a system which will allow employees to create, update and view their own candidate profile, in order to apply for a specific posted job, temporary assignment, special project, to assist in addressing workload issues in other areas of the company, or for general or other application purposes.
- 34.3 The candidate profile will include the following information:
- personal contact information
  - area(s) of interest
  - employment status preferences (e.g. full- or part-time etc.)
  - language skills
  - career objectives
  - employment equity data (optional)
  - résumé and skills summary
  - documents pertaining to any training or development undertaken under article 41
- and such other information as the parties may agree or an individual employee wishes to include.
- 34.4 Employees will have access to their own profile at any time and may use the system at their discretion. The employee will at all times have the right to input, update or delete information in their candidate profile.
- 34.5 By creating a profile on the system, the employee grants permission to the Employer to view said profile during the recruitment, hiring and promotion process, or to address other operational requirements.
- 34.6 The Employer shall at all times have the right to maintain the accuracy of the system and to delete or otherwise edit any offensive or misleading information in a candidate profile. The Employer will advise the employee any time it adds information to the employee's candidate profile.

### **Article 35 – STAFF BENEFITS**

- 35.1 The Employer agrees to continue to pay premiums and make contributions to benefit and insurance plans as per the provisions of the current policies in force, and to maintain the Employee Assistance Program. Any premiums currently paid by employees shall continue to be paid by employees.
- 35.2 There shall be no reduction in the level of benefits provided to members of the bargaining unit during the term of this collective agreement without the written consent of the union.
- 35.3 At least once a year or upon reasonable advance notice at any time, the parties will meet in a joint committee setting to discuss the benefit plans. The function of this joint committee, to be known as the Consultative Committee on Staff Benefits (CCSB) shall be to discuss and make recommendations with respect to the administration and modification of all present and future staff benefit plans.

## Article 36 – STATUTORY HOLIDAYS

36.1 The Employer recognizes the following statutory and other holidays:

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

36.2 The Employer recognizes that the official distribution of statutory holidays is not entirely equitable when considering the multi-faith nature of its mandate. Therefore, all employees who have successfully completed the probationary period have the following rights:

36.3 Employees can elect to substitute days of their choice for any two (2) of the holidays listed in 36.1.

36.4 Employees who wish to take a substitute holiday as per 36.3 must complete a leave request form. This form must be signed by the employee's direct supervisor and forwarded to Administration.

The employee must specify what date is being taken as a substitute day. In the case of a substitute day, the employee must specify which original holiday will be a working day.

The Employer will make efforts to accommodate all requests, but employees are expected to give reasonable notice of their intent to substitute days.

36.5 All requests for use of substitute days are subject to the Employer's reasonable operational requirements.

36.6 Compensation for statutory holidays shall be paid in the following manner:

a) If the holiday falls on a work day and the employee is not required to work, he/she shall receive basic pay for the day.

b) If the holiday falls during an employee's vacation, the day will not be counted against the employee's accumulated vacation days.

c) If the holiday falls on a scheduled day off and the Employer has not designated an alternative day, the employee may add one (1) day to his/her annual vacation bank, or be given one (1) day off with pay at a mutually agreeable time.

d) If the holiday falls on a regularly scheduled work day and the employee is required to

work, the employee shall receive one and one-half (1.5) times his/her basic salary for the day, and shall receive another day off with pay.

### **Article 37 – STRIKES & LOCKOUTS**

- 37.1 During the life of this collective agreement the union will not cause, or permit its members to cause or take part in a strike or any other kind of interference or any other stoppage, total or partial, of any of the employer's operations. The Employer will not cause, engage in or permit a lockout in any of its operations.
- 37.2 The normal scope, functions and volume of work of members of the bargaining unit will not be significantly altered as a result of a legal strike or lockout at another employer.

## Article 38 – TECHNOLOGICAL CHANGE

- 38.1 “Technological change” is defined as the introduction by the employer into its work, undertaking or business, of equipment or material of a different nature or kind than that previously utilized by the employer in the operation of the work, undertaking or business and a change in the manner in which the employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.
- 38.2 Where the employer proposes or plans to effect a change that is likely to affect the terms or working conditions of a significant number of employees to which this collective agreement applies, the employer shall give no less than one hundred twenty (120) days notice prior to the introduction of the new technology.

Such notice shall contain:

- the reason for and nature of the change;
  - the date on which management proposes to implement the change;
  - the approximate number and type of employees likely to be affected by the change;
  - the effect that the change is likely to have on the working conditions or job security of the affected employees.
- 38.3 It is agreed and understood that sections 52, 54 and 55 of the *Canada Labour Code* do not apply during the term of this collective agreement.
- 38.4 After the notice referred to above is given, the parties shall meet and discuss the changes in question, with a view to minimizing or avoiding adverse effects, and to discuss options to assist employees who are affected by the change to adjust to any associated effects.

The parties shall also discuss possible alternatives for affected employees. These may include, without limitation:

- retraining;
  - reassignment to an available position with the Employer, within or outside the bargaining unit.
- 38.5 Affected employees whose positions are deemed redundant as a result of the change will be provided notice and severance in accordance with the provisions of Article 17.

## Article 39 – TEMPORARY EMPLOYEES

- 39.1 It is agreed and understood that the primary employment status is on a full-time permanent basis.
- 39.2 The hiring of temporary employees is for the purpose of responding to operational requirements due to the absence of employees (e.g. maternity leave, annual leave, illness etc.) or due to specific projects having a limited time span. Temporary employees may also be engaged to help alleviate short-term workload issues or to address other reasonable business needs.
- 39.3 Engagement of temporary employees will not displace permanent employees nor unreasonably delay the filling of a permanent vacancy.
- 39.4 Temporary employees will normally be hired for a term not exceeding twelve (12) months. Engagements beyond twelve (12) months will only occur in exceptional circumstances. In such cases, the Guild will be informed for approval prior to any engagement of a temporary employee or extension of a temporary employee's term of employment for longer than twelve (12) months. Approval shall not be unreasonably withheld.
- 39.5 At the beginning of each term of employment, the temporary employee will receive a letter of engagement outlining the beginning and anticipated end dates of engagement, classification and title, hours of work, salary and other entitlements. In the event the term is extended, a supplementary letter will be issued to the temporary employee.
- 39.6 Temporary employees shall be paid no less than the minimum salary scale or hourly equivalent of the classification in which they are engaged to work.
- 39.7 Temporary employees are entitled to all the basic protections, entitlements and responsibilities of this collective agreement, except those agreed to be modified or excluded.
- 39.8 Temporary employees hired for a term of less than thirteen (13) weeks will not accrue annual vacation time, and shall instead receive vacation pay at no less than the rate set out in the *Canada Labour Code*. Such amount will be paid with each paycheque.
- 39.9 a) Subject to any restrictions contained in the respective benefit plan or legislation, temporary employees hired for a period of six (6) months or more will be entitled to staff benefits with the exception of short-term disability, long-term disability and RRSP contributions. Temporary employees hired for a period of less than six (6) months will not receive benefits.
- b) The parties will make best efforts to ensure that temporary employees are not systematically disadvantaged by having to requalify for benefits after brief breaks in service.
- c) Once a temporary employee has qualified for benefit coverage, in cases where the employee works consecutive periods with less than thirteen (13) weeks between such periods, the interval shall be considered authorized leave without pay. During this period the

temporary employee may elect to temporarily suspend coverage, or continue benefit coverage by paying both the employer and employee premiums.

- 39.10 The minimum engagement for a temporary employee shall be one half (0.5) shift. Where the employee being replaced is a part-time employee, the temporary employee shall be engaged on the same terms.

### **Temporary Assignments and Upgrades**

- 39.11 Employees have the right to express their interest in temporary assignments or secondments that may become available. In the event a bargaining unit member is given a temporary assignment, his/her position may be backfilled by another bargaining unit member or by a temporary employee.
- 39.12 Regular employees who are temporarily assigned, for two or more shifts consecutively or for three or more shifts in any one week, to perform some or all of the functions of a higher classification not otherwise included in the job description of the employee shall be temporarily promoted to the higher classification and will be compensated at a rate within the salary range for the duration of the assignment. The employee's remuneration during the term of the temporary assignment shall be at least five per cent (5%) more than the employee's basic rate, so long as such temporary rate does not exceed the maximum for the higher classification.

An employee shall have the right to refuse such a temporary assignment without risk of reprisal.

### **Credit for service time**

- 39.13 A record will be kept by Human Resources of all days worked by temporary employees, or by regular employees on a temporary upgrade basis. Each time an employee reaches the equivalent of one year in a job classification, he/she will receive the equivalent of the most recent salary increase or move to the next step on the scale, if steps have been established at that time.
- 39.14 Where a temporary employee is hired into a full-time permanent position, the employer shall:
- a) give credit for all of the time worked in the same classification as a temporary employee for the purpose of placement on the salary scale;
  - b) shorten the probation period (as applicable) to reflect time worked in the same classification.
- 39.15 Where an employee who has been temporarily upgraded to a higher position is hired into that position on a permanent basis, he/she will receive credit for all time worked in the higher classification for the purpose of placement on the salary scale and calculation of the salary anniversary date.

## Article 40 – TERM & SALARY

### TERM

- 40.1 The term of this agreement shall commence on the date of ratification by the bargaining unit.
- 40.2 The term shall continue until August 31, 2010 or such other date as may be mutually agreed upon by the parties.

### SALARY

- 40.3 During the term of this agreement, the annual salary of each employee shall be increased:
- on September 1, 2007: six per cent (6%)
  - on September 1, 2008: three per cent (3%)
  - on September 1, 2009: three per cent (3%)

In addition, the percentage increases in salary on September 1, 2008 and September 1, 2009 shall be increased by one tenth of one per cent (0.1%) per annum for each one million dollars (\$1 million) in revenue above twenty-five million dollars (\$25 million) the Employer records during the preceding broadcast year.

- 40.4 During the term of this agreement, the parties agree to develop and implement a joint process for reviewing the salary grade structure and conducting a company-wide job evaluation to establish the appropriate salary grade for each bargaining unit position, which may include a system of scales within each salary grade.
- 40.5 No employee shall suffer any reduction in compensation as a result of the implementation of the salary/classification evaluation process described in 40.4. Employees whose annual salary is at or beyond the top level of compensation set out in the existing salary grade will continue to receive, at minimum, the basic salary increases set out in 40.3 above.

## **Article 41 – TRAINING AND PROFESSIONAL DEVELOPMENT**

- 41.1 The parties recognize the value of training and professional development programs that develop and maintain the skills of employees. The Employer agrees to provide employees in the bargaining unit with opportunities to participate in training that will broaden employees' skills, enhance performance and support career development.
- 41.2 On an ongoing basis, employees may identify training needs or educational opportunities that will advance required skills in their current position and/or provide opportunities for career development. Such identified needs or opportunities will be communicated to the employee's supervisor with a copy to Human Resources. All needs or opportunities thus communicated will be given consideration by the Employer. Where approved, such training, including any leave required, may be funded in whole or in part by the Employer.
- 41.3 Where the Employer sends employees to training courses, seminars, conferences etc., the Employer will cover the associated costs, including basic pay. Where such training occurs on a statutory holiday or an employee's scheduled day off, the employee shall be given an alternate day off without loss of pay; all overtime provisions of this collective agreement will be waived.
- 41.4 Where training is a job requirement, including, without limitation, training required as the result of introduction of new equipment or work practices, the Employer will provide all required training at its expense.
- 41.5 No employee shall be disciplined or discharged for performance-related reasons where the employee has not been afforded adequate training or development to successfully perform the required tasks at a satisfactory level.
- 41.6 Where the Employer assigns an employee to train one or more other employees, a discussion shall take place between the Employer and the employee to determine the parameters of the training. During this discussion the Employer and the employee should also discuss whether modification to regular duties or additional compensation are warranted. The employee may be assisted by a representative of the Union in these discussions.

## **Article 42 – UNION LEAVE**

- 42.1 The Employer agrees to allow one (1) officer of the union to leave his/her employment temporarily from time to time in order to conduct investigations or meetings with the Employer with respect to a grievance or complaint. The employee will suffer no loss of pay or benefits for the time so spent.
- 42.2 Subject to operational requirements, the Employer shall grant leave of absence to not more than three (3) employees at a time to attend union conventions or seminars. Such leave shall be on a cost-recovery basis, i.e. the Employer will deduct the employee's or employees' gross salary for the period in question from the dues remission sent to the union.
- 42.3 An employee may apply for a long-term leave of absence for the purpose of accepting a position with the union or another labour body. Such leave will be without loss of benefits on the condition that the employee pays the full cost of same, subject to the provisions of the applicable plan. At least three (3) months' notice must be given. No more than one (1) employee of the Employer may be off on such leave at any one time. Permission for such leave or any extension to same will not be unreasonably denied.

### Article 43 – UNION RIGHTS

- 43.1 The Employer recognizes the Canadian Media Guild (“the Guild” or “the union” in this collective agreement) as the sole bargaining agent for all employees of the Employer within the bargaining unit as defined by the Canada Industrial Relations Board.
- 43.2 The union will advise Employer of the names of employees who have been elected or appointed to various committees, including the negotiating committee.
- 43.3 Representatives of the union shall have reasonable access to the premises of the Employer for the purpose of communicating with employees. Union representatives shall at all times comply with Health & Safety and other policies and procedures of the Employer while on the premises.
- Union representatives shall not unduly interrupt, disrupt or stop any employee who is engaged in the performance of his/her duties.
- 43.5 The Employer agrees to the reasonable posting by the union of announcements to employees regarding internal affairs of the union on bulletin boards belonging to the Employer.
- 43.6 At the time of the ratification vote of an Employer/CMG collective agreement, and subject to operational requirements, Employer shall allow a period not exceeding one (1) hour to be taken during work hours to enable employees to vote.
- 43.7 Subject to space available and at management’s discretion, union meetings may be held on the Employer’s premises. Permission shall not be unreasonably withheld.

## **Article 44 – WORKING EQUIPMENT**

- 44.1 The Employer will provide all necessary and efficient working equipment at its expense. It is the obligation of the Employer to maintain such equipment in a reasonable state of repair.

Such equipment shall be obtained from reputable suppliers who are able and willing to give advice and assistance in resolving any problems that may arise.

The Employer will endeavour to supply adjustable, ergonomically sound equipment such as desks, chairs, keyboards etc. as a matter of course, and will make a reasonable effort to meet reasonable requests for the provision of specific items identified by employees.

- 44.2 It is the obligation of the employee to take reasonable care of all such equipment. It shall be the employee's responsibility to report the loss or damage of any equipment immediately as it becomes known to the employee.

## Article 45 – WORKLOAD

- 45.1 It is a shared goal to maintain a reasonable workload for employees and to find acceptable solutions if individual workload becomes excessive.
- 45.2 While it is understood that workload will not be even at all times, and that there will be greater and lesser demands over different periods, if an employee feels ongoing workload is excessive, the employee should discuss it with their manager.
- 45.3 If excessive workload is anticipated or recognized by the manager to be an ongoing issue, serious attempts shall be made to address the problem. The employee's input will be sought for consideration. In addition, without limitation, the manager may take any of the following actions:
- Reassignment of duties
  - Reassignment of the employee
  - Assignment of other persons to help with workload
  - Engagement of additional employees (staff or temporary)
- 45.4 Where the absence of one or more employees may create a significant increase in workload for employees, the Employer will examine the situation and undertake best efforts to resolve the issue. This may include, without limitation, any of the actions set out in 45.3 above.

## Article 46 – CONCLUSION

- 46.1 The parties agree that this Collective Agreement is the conclusive agreement between the parties, and that any matter not dealt with under the terms of this agreement shall not be the subject of a grievance or negotiations prior to the expiration of this Agreement unless mutually agreed by the parties.
- 46.2 Unless specified otherwise, any letters of agreement or understanding, or any Employer policies appended to this Agreement will form part of the Agreement. Where conflict arises between the text of an appendix and the main text of the Collective Agreement, the provisions of the main text shall prevail.
- 46.3 The parties declare that this Agreement creates responsibilities and obligations for each of the parties, and in signing this Agreement the parties are bound to:
- a) do everything they are required to do under the terms of the Agreement;
  - b) refrain from doing anything they are not permitted to do under the terms of the Agreement.
- 46.4 If any provision of this agreement is inconsistent with any law or regulation, such provision shall be deemed null and void, or shall be applied to conform with the law or regulation until such time that the parties are able to reach an agreement on new provisions or until such time that a new collective agreement is negotiated.
- 46.5 Prior to expiration of this Agreement, either party may, within a period of four (4) months immediately preceding the date of expiration, by written notice, require the other party to this Agreement to commence collective bargaining for the purpose of renewing or revising the Collective Agreement or entering into a new Collective Agreement. If such written notice is given by either party and no new agreement is reached, all the provisions of this Agreement shall continue to be observed by both parties until the beginning of the open period, as set out in Section 89 of the *Canada Labour Code*.
- 46.6 Upon receipt of notice from one of the parties as set out above, the other party shall arrange for a meeting to be held between the parties within twenty (20) days for the purpose of commencing negotiations, and further meetings shall be held until settlement is reached or until either party makes application for conciliation.
- 46.7 If neither party gives notice in accordance with clause 46.5 above, this Agreement shall be considered automatically renewed for a further one (1) year period and year to year thereafter until the provisions of clause 46.5 have been satisfied.

## **LETTER OF UNDERSTANDING Re: JOB EVALUATION AND SALARY SCALES**

The parties agree to maintain a joint committee to guide development and implementation of a job evaluation plan for employees in the bargaining unit.

The JE plan is primarily intended to determine the relative worth of jobs in relation to others within the organization. Job evaluation is meant to determine the ranking of a job classification, not the performance of the incumbent(s).

The primary steps of the JE plan will consist of:

- selecting an external evaluation system or developing a custom plan
- preparing accurate job descriptions
- validating job descriptions with employees
- selecting benchmark jobs
- evaluating benchmark jobs
- evaluating all non-benchmark jobs
- ranking all jobs
- developing an appeals process
- communicating results to employees

Pay rates and/or salary steps will be studied and modified or implemented as necessary after the JE plan has been completed.

As a result of the JE process, jobs may be rated downward, upward or remain the same. There shall be no “red-circling” or freezing of salaries for employees. All employees in the bargaining unit will continue to receive, at minimum, any across-the-board increases negotiated by the union. No employee currently occupying a job will suffer any reduction in salary as a result of the implementation of the JE process.

If new job classifications are created prior to the implementation of a new JE plan, the parties will jointly agree on a pay rate for the new job classification. If agreement cannot be reached, the Employer may set a pay rate unilaterally, and the union reserves the right to file a grievance.

If the Employer intends to hire a new employee into an existing job classification prior to the implementation of new salary grades, rates and/or steps resulting from the JE plan, and the Employer proposes to pay such new employee a starting salary within 3% of the low end of the salary scale for the position set out in Article 9 of the Collective Agreement, the agreement of the Union shall be obtained in advance of any such hiring. Such agreement shall only be withheld if there is not a reasonable business rationale for the proposed salary.