

APTN-CMG Bargaining 2022 - Tentative Agreement Highlights

***ARTICLE 12 - GENERAL SALARY PROVISION**

The term of the renewed Collective Agreement shall be from April 25, 2022 to April 24, 2026 (subject to the right of either party within four (4) months of April 24, 2024 to give notice of desire to amended Article 12 - General Salary Provisions).

Classifications and Wage Scales shall be subject to 1.5% increases effective April 25, 2022 and April 25, 2023.

Employees who are at the top of scale as of April 25, 2022 and top of scale as of April 25, 2023 will receive a cash payment equal to 3.5% of their basic salary earned in the 12 months immediately preceding April 25, 2022 and the 12 months immediately preceding April 25, 2023, each paid in two instalments, provided they are employed as of the date the applicable instalment is paid (the "Payment Date") as follows:

Payment Dates for April 25, 2022

Payment Date No. 1. Forthwith on date of ratification

Payment Date No. 2. October 25, 2022

Payment Dates for April 25, 2023

Payment Date No. 1. April 25, 2023

Payment Date No. 2. October 25, 2023

Reclassification / increases of the following positions:

*Technical Director from CAT 3(A) to **CAT 3(B)**

*Associate Director from CAT 4(A) to **CAT 4(B)**

*New **Camera Editor/Switcher position (4B)** classification - Those currently engaged in doing both functions will be reclassified to this position and no longer receive temporary upgrade pay. Switcher position deleted as it is no longer needed.

***2% Increase to CAT 2 positions** to address market wage gap and gap between CAT 1 and CAT 3(B)

Substantive / Monetary Changes

*5.5 (b) Newly created positions, classifications, **unoccupied** and abolished positions;

Temporary Employees

*7.4 All provisions of this Agreement apply to temporary employees **except Articles related to seniority, layoff and recall, special leave and committees.**

7.7 Where a temporary employee is hired into a **permanent** position, the Employer will:

Casual Employees

***7.8 Casual employees will normally be hired to fill temporary operational requirements or specific projects for which permanent and temporary employees are not available.**

***7.9 There is no obligation on the Employer to offer shifts to Casual employees and no obligation on Casual employees to accept shifts that are offered.**

***7.10 The provisions of this Agreement do not apply to Casual employees except as stated expressly or required by law.**

***7.11 Casual employees will be entitled only to receive vacation pay and statutory holiday pay at the rate of eight (8%) percent of their basic pay. Such amounts will be paid with each paycheque.**

***7.12 Casual employees who are scheduled to work and report for work finding none available will be entitled to the lesser of three hours pay or pay for the hours they were scheduled to work that day.**

***12.3 (a) Full-time employees shall progress annually on the salary scale as of the employee's anniversary or promotion date, as the case may be, which date shall be delayed by the duration of any leave of one (1) month or longer during which the employee is not in receipt of pay or benefits pursuant to the provisions of this Agreement.**

(b) Part-time and casual employees shall progress annually on the salary scale based on 1,820 hours worked, but at a minimum every four (4) years.

***12.6 The Employer will provide, upon request from the Union, the rationale for placing a new employee in the salary scale or granting an employee an increase above the scale of minimums.**

***13.1 When the Employer temporarily assigns or asks an employee to perform different work for at least one (1) day in a higher classification, the employee shall be paid an upgrade of ten (10%) percent above the employee's basic rate.**

***14.3 There shall be two (2) consecutive days off in each work week (seven (7) day cycle - Monday to Sunday) which shall be referred to as "scheduled days off". The two (2) days off may be in separate work weeks. The Employer shall continue to make every reasonable effort to schedule days off in an equitable manner. However, it is recognized there are specific assignments for which operational requirements may require certain employees to be assigned to work weekends on a regular or recurring basis. If it becomes necessary to schedule work on a scheduled day off, efforts will be made to notify the employee as early as possible. Hours worked on an employee's scheduled day off shall be compensated at the rate of one and one-half (1 1/2) hours for each hour worked and shall be included in the employee's record of overtime credits accumulated and shall not be counted in the Averaging Formula. Hours worked in excess of ten (10) in a day, which is not solely a travel day, will be paid at the rate of one and one-half (1 1/2) hours for each hour worked and shall be included in the employee's record of overtime credits accumulated and shall not be counted in the Averaging Formula.**

***14.7 It is recognized that operational requirements may necessitate overtime work being performed and employees will work overtime when directed by the Employer. The Employer, however, will endeavour not to require employees to work an excessive amount of overtime. An employee whose accumulated overtime credits exceed seventy (70) hours may elect to be paid such excess existing at any time; however, an attempt to reduce the hours by end of fiscal is preferable. In the third year of this Agreement, the payout threshold will be reduced from seventy (70) hours to thirty-five (35) hours.**

***14.14 Employees will be paid a premium of 10% of their basic rate for all hours worked between 24:00 and 08:00.**

*15.01 An employee who has completed their regular work day and who has left the premises of the Employer and is then **physically** called back to work shall be paid **at the rate of time and a half for all hours worked with a minimum credit** of four (4) hours at their basic rate. **All hours worked between 10:00 p.m. and 7:00 a.m. pursuant to a physical call back shall be paid at double time.** Such hours worked will be credited to the Averaging Formula for overtime (as per Article 14) with the minimum credit of four (4) hours.

***15.2 An employee who has completed their regular work day and who has left the premises of the Employer and then is called back to work in circumstances that do not require the employee to leave their current location shall be paid at time and a half for all hours worked. Such hours worked will be credited to the averaging formula for overtime (as per Article 14) with a minimum credit of fifteen (15) minutes at their basic rate. If the call back occurs between the hours of 10:00 p.m. and 7:00 a.m. all hours worked will be paid at double time. Such hours worked will be credited to the averaging formula for overtime (as per Article 14) with the minimum credit of four (4) hours at their basic rate.**

*20.1 The Employer recognizes the following paid holidays:

New Year's Day
Louis Riel Day (3rd Monday in February)
Good Friday
Victoria Day
National Indigenous Peoples Day
Canada Day
Labour Day
National Day for Truth and Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

*20.2 In addition an employee may take **one (1) floating holiday** with basic pay. The employee shall notify the appropriate **manager/supervisor electronically** in writing of the desired date to take a floating holiday sufficiently in advance to allow the Employer to make appropriate scheduling changes. The floating **holiday** may be taken between September 1 and August 31 of the applicable year but may not be carried into the next fiscal year.

*20.3 Should an additional paid holiday be proclaimed by the Federal Government, **the one (1) floating holiday shall be allocated to such additional holiday and no floating holidays will remain.**

*23.8 After seven (7) days of illness **or zero (0) days upon injury or hospitalization** employees will be eligible for coverage by the Employer's Short Term Disability Benefit Plan **instead of Medical Leave credits and may be required by the Employer to apply for this benefit which may be done by requesting, filling in and submitting a form provided by the Department of People and Culture.** If the application is accepted, employees may use existing Medical and Personal Leave credits in their Regular Plan and existing Medical Leave credits in their Reserve Plan (subject to a minimum of five (5) hours in their Reserve Plan bank) to top up to ninety (90%) percent of basic pay.

***23.9 After 119 days of illness, injury or hospitalization employees will be eligible for coverage through the Employer's Long-Term Disability Plan instead of Medical Leave credits and may be required by the Employer to apply for this benefit which may be done by requesting, filling in and submitting a form provided by the Department of People and Culture.**

***36.10 The Employer shall provide Workers Compensation coverage to all employees and for that purpose is registered in every province and territory in which employees reside.**

**LETTER OF UNDERSTANDING NO. 11
Northern Allowance**

Re: Northern Allowance

The Employer will continue its current policy of providing a Northern Allowance ("NA") to employees working within the Yellowknife / Whitehorse / Iqaluit news bureaus.

NA is a taxable benefit and is calculated and paid in the same manner as the employees' salaries and is not subject to pension and union dues deductions.

NA parallels the Treasury Board of Canada Secretariat – National Joint Council and is calculated according to the following:

Appendix A – This is the main document for determining the classification of Yellowknife / Whitehorse / Iqaluit. The classifications are:

**Environment Allowance
Living Cost Differential
Fuel & Utilities Differential
Shelter Allowance**

Appendix B – Environment Allowance – This is used to determine the rate of allowance.

Appendix C – Living Cost Differential - This is used to determine the rate of allowance.

Appendix D – Fuel & Utilities Differential – This is used to determine the rate of allowance.

Appendix E – Shelter Allowance – This is used to determine the rate of allowance.

Seventy-five (75%) percent of the Treasury Board rates is used to calculate the allowance to employees.

***LETTER OF UNDERSTANDING NO. 12
Alternate Work Arrangements (AWA)**

Re: Alternate Work Arrangements (AWA)

It is recognized that AWA is a priority for employees. Consequently it is agreed that the Joint Committee will be tasked with preparing a framework under which AWA requests may be received, considered and possibly granted.

It is understood that AWA arrangements must not impact operational requirements or add cost. It is further recognized that granting of AWA requests shall be at the discretion of the Employer and may be cancelled on notice. The Joint Committee shall be expected to provide its report within 180 days of ratification of this Agreement.

It is understood that once a framework is agreed, it will be added to the Collective Agreement as a Letter of Understanding.

***LETTER OF UNDERSTANDING NO. 13
Wellness Spending Account**

Re: Wellness Spending Account

The Wellness Spending Account will be continued for the time being at the current level of \$150 per Employee per year.

The Wellness Spending Account may be discontinued or reduced at any time upon sixty (60) days written notice to the Union.

Administrative Changes

*Add missing titles in **Table of Contents**

*Replace all "**Aboriginal**" references to "**Indigenous**" in Articles 4.1, 8.1, 11.1

*Replace all **.01** references to **0.1** (numeral consistency)

*Replace "**Human Resources**" references to "**People and Culture**" 4.2, 11.2, 30.5, 35.01

*Replaced or added "**Manager**" for or with "**Supervisor**" references where appropriate 4.2, 14.4, 14.5, 14.11, 22.1, 23.6, 30.4, 36.7, 38.2

*New definition - **A "Casual" employee is one who is employed according to a written contract which specifies no set hours or fixed term of employment. A Casual employee will not attain seniority.**

*Change to definition - "**Indigenous**" refers to an individual whose ancestry is First Nations, Inuit or Métis and "**Aboriginal**" has the same meaning.

*Title Change - 2.5 For greater clarity, the parties agree that the Manager of Operations and Manager of **Broadcast Technology** are excluded on the basis of managerial capacity.

*Change in the form title - 4.10 Applications for and approvals of training will be made in writing **using APTN's Training & Development form. The Employer will consult with the Union prior to making any changes to the form.**

*Reduce reporting burden, email to be shared - 5.4 The Employer will provide to the national office of the Union, on a **quarterly** basis, an electronic file containing the following information regarding employees.

(e) Employee home **and personal email** address (with consent);

(n) **Indigenous** Ancestry.

*This article has been rewritten to include newly updated legislation and definitions. Articles have also been renumbered accordingly. - **ARTICLE 9 - NON-DISCRIMINATION AND HARASSMENT AND VIOLENCE PREVENTION**

*Fixed grammatical error - 10.2 (c) is absent from work for three (3) or more consecutive days without notifying the Employer, unless they give a reason satisfactory to the Employer for their **failure to notify** the Employer;

*Delete Article 11.9 as it's redundant and covered by 6.2 and 7.1

*Changes to certain job titles and additions of new classifications - Article 12 Salary Schedules:

CAT 1 Change Host Producer to **Host/Producer**, Line-up Producer to **Line-Up Producer**, Broadcast Technologist to **Media Technologist**, Social Media Web Producer to **Online News and Digital Media Producer**

CAT 2 Added **Associate Producer - Investigates**

CAT 4(A) Change Media Editor to **Digital Media Editor**

CAT 4(B) Added **Multi-Media Archivist**

*Clarification on what the maximum is for the higher classification - 13.2 An employee assigned by the Employer to perform work in a higher classification for a period of four (4) weeks or longer will temporarily be promoted to the higher classification and will be compensated at a rate within the salary range which ensures that the employee receives compensation at least ten (10%) percent more than the employee's basic rate so long as such temporary rate does not exceed the **top step on the salary scale** for the higher classification.

*Clarified that temporary employees will also be scheduled the same - 14.1 (a) Permanent **and temporary** employees will have their hours posted on a work schedule two (2) weeks in advance and once posted will not normally be changed except in accordance with the provisions of this Agreement. Daily hours posted will be a minimum of three (3).

*Updated method of communication - 17.7 (a) The responsibility of the Employer will be considered fulfilled if the Employer gives notice of recall by **telephone or e-mail** 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 their intentions within five (5) days of such notice or fails to report for work within seven (7) calendar days from 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 their seniority shall be completely lost and their employment with the Employer shall be terminated.

*Fixed grammatical error - Article 19.1-19.4 "as of" to "**as at**"

*Removed reference to physical cash - 19.5 If employment is terminated for any reason accrued vacation credits shall be paid **out**.

*Clarification on how/who to submit request to - 19.7 Applications for vacation shall be submitted **electronically to the appropriate manager/supervisor** at least sixty (60) calendar days in advance of the projected vacation. The Employer shall confirm the granting or the denial of such dates within ten (10) days following its receipt.

*Clarification on how/who to submit request to - 19.9 For good and sufficient reason an employee may request to carry over up to two (2) weeks of annual vacation leave from one

year to the next. An employee who wishes to carry over such portion of vacation shall **submit their request electronically** to the appropriate **manager/supervisor** prior to the end of the vacation year. **The Employer shall confirm the granting or the denial of the carryover request promptly.**

*Clarification that it's also applicable to temporary employees - 21.1 A permanent **or temporary** employee summoned to serve as a juror, participate in jury selection or subpoenaed **as a witness** on a scheduled work day shall continue to receive their basic pay 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.

*Change from Sick Leave to Medical Leave to meet legislation changes - 23.1, 23.3

23.2 **Medical Leave and Personal Leave** credits shall accrue cumulatively at the rate of **1.25** days per month of active employment **to a maximum of fifteen (15) days in total.** ("Regular Plan"), **of which ten (10) days may be used for Medical Leave and five (5) days may be used for Personal Leave.**

23.10 Employees may use accumulated Personal Leave credits to cover absences for personal (illness or injury) or family related matters as provided in the Canada Labour Code.

*23.11 Employees may use sick leave credits for necessary time taken during working hours for attending medical or dental examination or treatment. Wherever possible employees will endeavour to schedule appointments outside of working hours or in a manner designed to minimize disruption.

*23.14 An employee's accumulated sick leave credits will be reduced by the amount applied to cover absence in accordance with the provisions of this Article regarding Sick Leave and Family Responsibility Leave.

*Added Bereavement Leave header, temporary employee, grandchild to family list and addition provision as per the Canada Labour Code, 23.15

23.15 (a) A permanent **or temporary** employee may take time off without loss of basic pay for up to five (5) days in the event of death of a member of the employee's immediate family. Immediate family shall be defined to include spouse (including common-law), child (including adopted child), **grandchild**, parent (including guardian), grandparent, brother or sister, father-in-law, mother-in-law and the spouse of the father-in-law or mother-in-law and any relative with whom the employee permanently resides.

*Added Domestic Violence Leave, Leave for Traditional Aboriginal Practices, Critical Illness Leave, Leave for Death or Disappearance and Reservist Leave as per the Canada Labour Code, 23.18 - 23.24

*Changes made to Maternity and Parental Leave as per Canada Labour Code, all of Article 25

*Change to benefit plan provider name from GWL to CL - 26.1 The Employer agrees to continue to pay premiums or make contributions to a health benefit and group insurance plan as outlined in the current benefit program booklets relating respectively to status and non-status employees. The provisions of the health benefits and group insurance plan are subject to and governed by the terms and conditions of the master policy numbers 56813 (Short-term Disability, Health, Dental) and 157805 (Life, Accidental Death and Dismemberment, Long-term Disability) administered by **Canada Life**. Employees shall pay 100% of the premiums for

Long Term Disability Plans. The employer shall pay 100% of the premiums for other health benefit and group insurance plans.

*New article regarding lack of credit card for travel - **27.5 In circumstances where an employee does not possess a credit card which is required for an assignment involving travel, the Employer will endeavor to make alternative arrangements to allow the employee to perform the assignment.**

*Minutes of Joint Committee can be shared with employees - 28.3 Minutes of meetings will be recorded and copied to members of the Joint Committee. **Agreed to minutes may be shared with employees except minutes of confidential discussions which shall not be shared.**

*New language confirming that terminations will automatically be referred to Step 2. - 30 **(b) A grievance regarding the termination of an employee shall be submitted at Step Two within ten (10) days after the termination has been communicated to the employee and the Union.**

*Changed agreed-to list of arbitrators reflecting who are available and qualified to do so. - 31.2 List of Arbitrators:

1. Michael Werier, **Q.C.**;
2. **Karine Pelletier**;
3. Diane Jones, **Q.C.**;

*Changes made to Health and Safety provisions as per updates to the Canada Labour Code, all of Article 36

***37.1 (d) The Union (including logo) shall be provided with an Air Credit when any of its members are given credit on a production.**

*Changes to the effective date of the agreement to reflect the new effective period of the new agreement - 42.01 This Agreement shall be effective commencing April 25, **2022**, and shall remain in effect until April 24, **2026 (subject to the right of either party within four (4) months of April 24, 2024 to give notice of desire to amend Article 12, General Salary Provision)** and shall remain in effect for year to year thereafter unless notice in writing of desire to modify, amend or terminate this Agreement is given by one party to the other. Such notice shall be given within a period of four (4) months immediately preceding the expiration date of this Agreement.

42.02 Within twenty (20) days after receipt of **either** notice of intention **as set forth in Article 42.01** or such later date as the parties may agree, negotiations for **amendment of Article 12** or renewal of this Agreement, **as the case may be**, shall begin between the Employer and the Union and shall be held as frequently as possible or until settlement is reached or until either party makes application for conciliation.

*LOUs #4, 7, 8, 9 have been deleted as they are no longer required / redundant, remaining LOUs renumbered.

*****Subject to minor final administrative changes (grammar, etc...). Those changes will be bolded in the final version of the collective agreement if they occur.*****