



COLLECTIVE AGREEMENT

BETWEEN

**ROGERS BROADCASTING LIMITED
(Hereinafter referred to as the "Employer")**

-AND-

**CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL NO. 3540-01
(Hereinafter referred to as the "Union")**

EFFECTIVE: January 1, 2018 to December 31, 2024

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ARTICLE 1 - GENERAL PURPOSE OF AGREEMENT

- 1.01 The parties agree that the purpose of the agreement is to provide orderly collective bargaining relations between the Company and the Union and the Employees of the Company, to secure prompt and equitable disposition of grievances and to eliminate interruptions of work and interference with the proper operation of the Company's business and to set out the agreement reached between the parties with respect to the matters hereinafter set out as conditions to employment for Employees covered by this agreement.

ARTICLE 2 - USE OF TERMS

- 2.01 The feminine or masculine gender may be used interchangeably throughout this agreement wherever one gender is used, it shall be construed as meaning the other, if the facts or context require.
- 2.02 Wherever the singular is used, it shall be construed as meaning the plural, if the facts so require.

ARTICLE 3 - RECOGNITION

- 3.01 The Company recognizes the Union as the sole and exclusive collective bargaining agency for all employees of Rogers Broadcasting Ltd. working at its Sault Ste. Marie Radio Stations employed in Sault Ste. Marie, Ontario excluding Station Manager and all those above the rank of Station Manager, Accounting, Sales Managers, Salespersons, Secretaries, Sports Director, Program Director, Operations Managers, Manager Engineering and News Director.

ARTICLE 4 - NO OTHER AGREEMENTS

- 4.01 No Employee shall be required by the Employer or permitted by the Union to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this agreement.

Notwithstanding the above, Employees may make an agreement with the Employer as long as it meets or exceeds the Union agreement in effect. (e.g. a performance contract is allowed).

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Company and the Union agree there shall be no discrimination, interference, restriction or coercion exercised or practices with respect to any of the Employees in assigning wage rates, training, upgrading, promotion, transfer or any other action by reason of membership or activity on behalf of or opposed to the interest of the Union, race, creed, colour, age, sex, marital status, religion, nationality, ancestry, place or origin, sexual orientation, political affiliation or activity, family relationship or physical handicap.

ARTICLE 6 - UNION SECURITY

6.01 Check-Off of Union Dues

The Company agrees that it will make payroll deductions for Union dues from all Employees in the certified bargaining unit.

6.02 Amount of Dues

The Union shall advise the Company, in writing of the amount of Union dues to be deducted, and of any changes in the dues structure made from time to time.

6.03 Indemnification

The Union shall indemnify the Company and hold it harmless against any and all suits, claims, demands and liabilities which may arise out of any action taken by the Company on the instructions of the Union for the purpose of complying with any provisions of this article.

6.04 Remittance to Union

All Union dues decoded from Employees shall be remitted to the Local's Secretary-Treasurer within two (2) weeks of every second pay period.

6.05 Income Tax

The Company shall include the total amount of dues paid by the Employees each year on his/her T4-Income Tax form in the designated area.

ARTICLE 7- MANAGEMENT RIGHTS

7.01 The Union recognizes that the management of the Company and the direction of the working forces are fixed exclusively with the Company and shall remain solely with the Company except as specifically limited by the express provisions of this agreement and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right and power of the Company to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, direct, promote, transfer, layoff, recall after layoff and discharge, suspend or otherwise discipline Employees for just cause;
- (c) determine in the interest of efficient operations and the highest standards of service, job rating classifications, work assignments, methods of performing the work and the working establishment.
- (d) determine and control all programs, the number and location of plants, the amount of supervision necessary, the machinery and equipment to be used, the

- standard of performance of Employees, judgment and evaluation of personnel qualifications and the selection, procurement, designing and engineering of equipment which may be incorporated into the Company's operation;
- (e) make, enforce and alter from time to time rules and regulations to be observed by the Employees which are not inconsistent with the terms and conditions of this agreement.
 - (f) introduce new technology and new devices in order to maintain or to improve its competitive position. Similarly, the Company may replace on air broadcasting which presently originates in Sault Ste. Marie with programming which originates elsewhere. The parties further recognize that layoffs of staff may occur as a result of these changes, and the Company agrees that such layoff will be affected in accordance with Article 14.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

- 8.01 The grievance procedure herein provided is among the most important matters in the successful administration of this agreement. A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement. Wherever the term "grievance procedure" is used in this agreement, it shall be considered as including the arbitration procedure.
- 8.02 All time limits referred to in the grievance procedure herein contained shall be deemed to mean "working days". Working days are defined as from Monday to Friday, excluding statutory holidays, and not to be construed to mean grievors' working days.
- 8.03 The time limits set out in both the grievance procedure and arbitration procedure shall be strictly observed by the parties to this agreement, but may be extended by mutual consent.
- 8.04 All grievances must be in writing, setting out the matter complained of, the provisions of the collective agreement allegedly broken, the remedy sought, and signed by the grievor.
- 8.05 A complaint or grievance by an Employee which has been settled shall not again be made the subject matter of a complaint or grievance by that Employee during the life time of the agreement.
- 8.06 A grievor whose attendance is required at arbitration hearings shall receive permission with pay to be absent from work. The Union must make such request in writing one (1) week prior to the hearing.
- 8.07 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than seven (7) working days before the filing of the grievance.

8.08 Step I

The aggrieved Employee shall present his grievance, in writing, and may have the Union representative of his choice present if the Employee desires. The grievance shall be submitted to the Radio Station Manager or his designate. If a settlement satisfactory to the Employee concerned is not received by the Employee in writing within seven (7) working days following the presentation of the grievance, the grievance may be presented as follows at any time within seven (7) working days following the receipt of the Step 1 written reply.

Step II

The aggrieved Employee may present his grievance to the General Manager of Radio or his designate and may have the Union Representative of his choice present if the Employee desires. The General Manager of Radio or his designate shall render his decision in writing, within seven (7) working days after receipt of such written grievance. If a settlement satisfactory to the Employee concerned is not received in writing by the Employee and the Union, any time within twenty (20) working days following receipt of the General Manager's decision, the Union may submit the matter to arbitration.

8.09 The submission to arbitration shall be by way of written notice and the notice to arbitrate shall contain name and address of the moving party's nominee to the Board, and shall also contain a copy of the original grievance. The party giving such notice shall be bound by the same and shall be restricted at arbitration to the issues presented by the notice.

8.10 Where a grievance is referred to arbitration, the following procedure is to apply:

- (a) Within ten (10) working days after receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the Arbitration Board.
- (b) The two (2) appointees so selected shall, within ten (10) working days after receipt of notice of the appointment of the second of them, appoint a third person who shall be chairman of the Arbitration Board.
- (c) If the recipient of the notice fails to name an appointee, or if the two (2) appointees fail to agree upon a chairman within the time limit, the appointment may be made by the Federal Minister of Labour upon request of either party.
- (d) The Arbitration Board is to be governed by the following provisions:
 1. The Arbitration Board shall hear the grievance and shall issue a decision which is final and binding upon the parties and upon any Employee affected by it.
 2. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs.

3. Each of the parties shall pay one-half (%) of the remuneration and expenses of the Chairman of the Board.
 4. The Board shall not have the power to alter or amend any of the provisions of this agreement.
 5. The arbitrators shall have access to the Employer's premises, to view working conditions, machinery, or operations which may be relevant to the resolution of the grievance.
 6. The Board shall have jurisdiction to determine whether a grievance is arbitrable.
 7. No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he deems just and equitable. The arbitrator shall not have the power to change, modify or amend the provisions of the agreement.
- 8.11 Either party to the agreement may request the other to have a grievance presented to a sole arbitrator rather than an Arbitration Board. In the event the other party agrees, the provisions of Article 8:00 shall be so read to substitute the term "arbitrator" for "Board" and the provisions for the selection of the two (2) appointees to the Board shall not apply.

ARTICLE 9 - UNION POLICY GRIEVANCE AND COMPANY GRIEVANCE

- 9.01 A Union Policy Grievance or a Company Grievance may be submitted to the Company or the Union, as the case may be, in writing, ten (10) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Company and the Union shall be held at Step II of the Grievance Procedure. The Company or the Union agrees to reply to the grievance, in writing, within five (5) days after the said meeting. Where the Union files with the Company a grievance under this article it shall be signed by an officer of the Local Union.
- 9.02 In the event that the grievance is not settled to the satisfaction of either party, it may be processed through the arbitration provisions of this agreement.
- 9.03 The provisions of the aforementioned paragraphs may not be used by the Union to institute a grievance directly affecting the Employee or Employees where such Employee or Employees could themselves institute a grievance on their own behalf in the normal fashion under this agreement.

ARTICLE 10 - DISCHARGE CASES

10.01 A claim by a seniority Employee that he has been discharged, suspended or disciplined in any manner without just cause, shall be treated as a grievance and shall commence at Step II of Article 8:00, provided a written grievance is signed by the Employee and is presented to the General Manager or his designate in accordance with all other provisions in this agreement following the action giving rise to the grievance.

ARTICLE 11 - TECHNOLOGICAL CHANGE

11.01 Technological change shall be defined as found in Section 51 (1) (a) and (b) of Part I, Canada Labour Code.

11.02 The provisions of Sections 52, 53, 54 and 55 of Part I of the Canada Labour Code do not apply during the term of this Collective Agreement to the Employer, Employees and the Bargaining Agent. Any matters affected by a technological change may be negotiated during the term of the Agreement. Failing settlement, either party may submit the dispute as a grievance to be resolved through the Grievance - Arbitration Procedure.

ARTICLE 12 - NO STRIKES OR LOCKOUTS

12.01 The Union and Company agree that during the term of this agreement there shall be no strikes or lockouts.

ARTICLE 13 - CROSSING OF PICKET LINES DURING STRIKE

13.01 An Employee covered by this agreement shall have the right to refuse to cross a picket line where a strike or lockout is in effect, where he has good reason to believe that such crossing may endanger his person or property, in which case he will if required by the Company, furnish a signed written statement to such effect. Failure to cross such a picket line shall not be considered a violation of the agreement, nor shall it be grounds for disciplinary action.

ARTICLE 14 - SENIORITY

14.01 Seniority is defined as the length of service in the bargaining unit. It shall not include an Employee's length of service with the Company, if the service was performed outside the bargaining unit, and the Employee now enters the unit. Seniority for bargaining unit Employees only shall include the length of service with CJQM/FM & CHAS/FM—ROGERS BROADCASTING LIMITED prior to the certification and recognition of the Union. Seniority shall operate on a bargaining unit-wide basis.

14.02 The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. Where two (2) or more Employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be posted on all bulletin boards by the end of January and by the end of July each year. An up-to-date seniority list shall be sent to

the Union at the time of posting and within a reasonable time of such request for same by the Union.

14.03 Part-Time Employees

Seniority shall be calculated for Part-Time Employees using their cumulative time worked from the first day of hire, or cumulative time worked during period working as part-time. Seniority may be expressed in years or parts thereof by dividing the cumulative hours worked by the annual regular hours scheduled for Full-Time Employees. In cases where no Full-Time Employees work, the regular scheduled hours shall be deemed to be forty (40) hours weekly.

Part-time Employees shall be placed on the seniority list designated as part-time.

14.04 A newly hired Full-Time Employee shall be on probation for five hundred and twenty (520) continuous scheduled hours of his/her employment. After completion of the probationary period, seniority shall be effective from the original date of employment and the Employee shall be placed on the seniority list.

14.05 (a) Newly hired Part-Time Employees shall be on probation for five hundred and twenty (520) continuous scheduled hours. After completion of the probationary period, the Employee shall be placed upon the seniority list and seniority shall be in accordance with the provisions of Article 14.03.

(b) All newly hired Full and Part-Time Employees shall be informed by the Employer that they have completed their probationary period. The Employer shall inform the Employee in writing within a reasonable length of time after the completion of the probation period.

14.06 Loss of Seniority

Seniority rights and Employee benefits will cease for any of the following reasons, and the Employee shall be deemed terminated:

- a) if the Employee voluntarily quits;
- b) if the Employee is discharged and such discharge is not reversed through the grievance and arbitration procedure;
- c) if the Employee is absent from work for two (2) working days without securing a leave of absence, unless reason satisfactory to the Company is supplied;
- d) if an Employee has been on layoff and fails to respond to a recall notice by registered mail to his last known address with the Company, within five (5) working days, indicating his intent to return and does not return within an additional ten (10) working days within receipt of such notice unless reason satisfactory to the Company is supplied.

- e) if an Employee is on layoff for twelve (12) consecutive months.
- f) an Employee's seniority will not be terminated when remaining away from work because of sickness or disability, provided the Employee notifies the Company within two (2) working days. The Employee, returning from sick or disability leave, after two (2) working days absence, must, if required by the Company, present a letter from his/her physician stating that the Employee is fully recovered to perform the duties of his/her job.
- g) Employees shall continue to accumulate seniority while absent under (f) on the following basis:
 - 1. Employees with less than six (6) months' service shall accumulate seniority while absent for a period equal to the period of time worked for the Company.
 - 2. Employees who have worked in excess of six (6) months with the Company, shall continue to accumulate seniority when absent for a period of twelve (12) months.

14.07 When the employment of a Full-Time Employee is terminated, he will receive payment equivalent to any vacation credits accrued to the date of termination.

ARTICLE 15 – LAYOFFS AND RECALLS

15.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement.

15.02 Role of Seniority and Layoffs

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their bargaining unit-wide seniority. An Employee about to be laid off may bump an Employee with less seniority, providing the Employee exercising the right has the skill, competence and ability, as determined by the Company to perform the work of the less senior Employee. An Employee may grieve in accordance with the grievance procedure. Unless legislation is more favourable to the Employee, the Employer shall notify Employees who are to be laid off ten (10) working days prior to the effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this article, he shall be paid for the days for which work was not made available.

15.03 Recall Procedure

Employees shall be recalled in the reverse order of their layoff.

15.04 No New Employees

New Employees shall not be hired until those on layoff have been given an opportunity of recall. The Employee must take the recall or his employment will be terminated.

15.05 Regularly scheduled Part-Time Employees whose employment is terminated (except where they are terminated for just cause) shall be given two (2) weeks' notice of termination or two (2) weeks' pay in lieu of notice based on the average number of hours worked in the immediately preceding thirty (30) calendar days.

15.06 Upon termination of employment Part-Time Employees shall receive any unpaid vacation pay calculated at the rate of four (4%) percent of gross basic earnings.

15.07 In the event of a layoff, an Employee shall receive eight (8) weeks' notice of the layoff. In addition, the Employee shall receive severance pay in the amount of one (1) months' pay for each year of service with the Employer or part thereof, to a maximum of eighteen (18) months.

ARTICLE 16 - TEMPORARY VACANCIES

16.01 (a) Temporary vacancies are to be filled from within the bargaining unit when Bargaining Unit Employees are qualified to perform the work and are willing to accept such temporary assignments.

(b) When filling temporary vacancies within the bargaining unit, the Transferred Employee shall receive his/her same rate of pay as a minimum. In the event that the start rate of the classification to which a person is transferred is greater than the person's minimum rate the person shall receive the start rate of the classification to which he/she has been transferred.

(c) Employees filling vacancies under the provisions of Article 16 who are Employees of the Company but not members of the bargaining unit, shall not be subject to the provisions of the labour agreement nor will they be required to pay union dues.

16.02 No Employee shall be transferred or promoted to a position outside the bargaining unit without his/her consent. Where an Employee covered by this agreement is temporarily transferred or promoted to a position outside the bargaining unit, he/she shall be deemed to be covered by this collective agreement. The provisions for rates of pay that apply in Article 16.01 shall also apply to any Employee temporarily transferred to a position outside of the bargaining unit, except in cases mutually agreed upon by the parties.

ARTICLE 17- VACANCIES

17.01 Job Posting

When a new position is created, or when a vacancy occurs, inside the bargaining unit, the Employer shall post notice of the position on all bulletin boards for a minimum of one (1) week so that all members will know about the vacancy or new position. Employees off sick or on vacation during the posting period shall have the right to apply late provided that such application is received prior to a successful applicant being selected.

17.02 Information in Postings

Each vacancy shall contain the position, location, and period of time of posting.

17.03 Internal Applicants

The Company agrees to consider all internal applicants prior to considering any outside applicants.

17.04 Role of Seniority in Filling Vacancies

Both parties recognize:

1. the principle of promotion within the service of the Employer
2. that job opportunity should increase in proportion to length of service;

Therefore, in filling vacancies, the appointment shall be made of the applicant with the greatest seniority having the skill, competence and efficiency as determined by the Company. An Employee may grieve in accordance with the grievance procedure.

17.05 Nothing in the agreement shall be interpreted as requiring the Company to fill any vacancy. If there are not suitable applications, the Company may fill the vacancy from any source. The posting provided in the agreement shall apply only in respect to the original vacancy, and will not apply to subsequent vacancies created by the filling of the original vacancy.

The Company will consider seniority, skill, competence and efficiency of persons within the bargaining unit when filling a vacancy from within the bargaining unit which has been created by filling a posted position.

17.06 The successful applicant will be on trial for a period of five hundred and twenty (520) hours if the transfer is to a different job classification. If the transfer is lateral in nature, then the successful applicant will be on a trial for one hundred and sixty (160) hours. In the event the Employee proves unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any

other Employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

17.07 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to the applicant and a copy posted on all bulletin boards. The Union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment in the bargaining unit and all unsuccessful internal applicants shall be notified.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Requests for leave of absence by Seniority Employees must be made to the Employee's Supervisor, and, if granted, such leave of absence will be confirmed in writing and without pay or any other monetary benefit under the provisions of the agreement. Leave of absence, except as otherwise provided herein, shall be permissive only, and shall be understood to mean an absence from work requested in writing by the Employee and consented to in writing by the Employee's Supervisor covering a permitted period of time for personal reasons. Leave of absence will not be granted to accept other employment of any kind. Except in cases of a personal emergency, an Employee shall be required to provide a request, in writing, at least twenty (20) days in advance and shall state the anticipated dates of his/her absence. Normally, a leave of absence will not be granted for a period in excess of two (2) months.

18.02 (a) Leave of Absence for Union Functions

Leave of absence without pay and without loss of seniority or benefits shall be granted upon request by the Employer for Employees elected or selected to represent the Union at Union conventions, conferences and/or schools, and at functions of any labour organizations with which the Union is affiliated.

The Employee shall be required to provide a request, in writing, for a leave of absence within a reasonable period of time, but in no case, shall such notice be less than five (5) working days.

Such leave is not to exceed seven (7) working days per Employee in one (1) year. The duly elected President or group Vice President of the local Union shall not be subject to the seven (7) working day restriction for the performance of his/her duties. For the purpose of this Article there shall be a ceiling of twenty (20) days leave for Union functions in each calendar year. During the rating periods, leaves to on-air personnel will only be granted subject to operational requirements.

(b) Additional time off for the conduct of Union business may be granted by the Employer subject to operational requirements.

18.03 Leave of Absence for Full-Time Union or Public Office

- (a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore the Company agrees to allow for political activity by its' Employees in as much as it does not affect the stations performance or position or contravene the Broadcasting Act. The Employee shall be required to provide a request, in writing, for a leave of absence within a reasonable period of time, but in no case, shall such notice be less than five (5) working days.

If such leave is granted it shall be without loss of seniority or benefits (benefit coverage to a maximum of one (1) month) so that the Employee may be a candidate in Federal, Provincial or Municipal Elections.

- (b) An Employee who is elected to public office shall be allowed leave of absence without loss of seniority during his/her first term of office and only upon re-election to a second term of office would this right be terminated.
- (c) An Employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, shall be granted leave of absence without loss of seniority and only upon re-election or re-selection to a second term would this right be terminated.

ARTICLE 19 - JURY DUTY PAY

19.01 Each full time Employee who is summoned to and reports for jury duty or court witness, as prescribed by applicable law (subject to the eligibility requirements set out below) shall be paid by the Company the difference between the payment for such services received from the court (not including travelling allowance or reimbursement of expenses), and the difference between the Employee's calculated hourly rate as found in the salary schedule, exclusive of premiums for the number of hours up to eight (8) that he would otherwise have been scheduled to work. The Company's obligation to pay an Employee for jury duty or court witness under this section is limited to a maximum of thirty (30) days in any calendar year, and in order to receive payment under this provision, an Employee must meet all of the following eligibility requirements:

- (a) the Employee shall inform the Company within twenty-four (24) hours from his receipt of notice that he has been summoned for jury duty or court witness;
- (b) the Employee shall furnish satisfactory evidence to the Company that he has reported for and performed jury duty or court witness on the days for which he claims payment, and shall furnish acceptable proof of the amount of jury duty or court witness pay received by him.

ARTICLE 20 - BEREAVEMENT LEAVE

20.01 All Employees will be granted a leave of absence without loss of pay for bereavement leave for purposes of arranging for and attending the funeral as follows:

Up to three (3) consecutive working days in the event of the death in the immediate family (spouse, same sex spouse, child, parent, brother, sister, mother in law or father in law, maternal and paternal grandparents and legal guardian and any relative permanently residing with the Employee or with whom the Employee resides). Where the burial occurs outside the District of Algoma, such leave shall also include reasonable travel time. Total leave under this Article shall not exceed seven (7) days. The Employee may save one (1) of the bereavement days in order to attend a spring internment.

It is understood that such leave with pay will apply to days on which the Employee normally would be required to work. The term "funeral" includes "memorial service". Payment of such days shall be at the Employee's basic regular hourly rate, exclusive of premium.

ARTICLE 21 - SICK LEAVE

21.01 Sick Leave Defined

Sick leave means the period of time an Employee is absent from work (if for more than two (2) hours) by virtue of being sick or disabled, or under examination or treatment by a physician, chiropractor or dentist. When taken ill or incapacitated the Employee shall notify his supervisor four (4) hours before his shift commences if reasonably possible, except for Employees on a morning shift where at least one (1) hours notice will be given.

21.02 Weekly Indemnity coverage shall commence on the 8th day of illness or on the first (1st) day of accident. Employees of Weekly Indemnity coverage shall receive 66.7% of their regular rate of pay, to a maximum of \$560.00 per week. Coverage will be to a maximum of seventeen (17) weeks at which time employees are eligible to apply for Long Term Disability coverage.

21.03 Sick Leave

Sick leave credits accrue to an Employee at the rate of one (1) day per month. The Company holds the right to request a medical slip where an Employee is using sick leave credits. Unused sick leave credits are cumulative but have no cash value. If an Employee is eligible for Weekly Indemnity which covers two-thirds (2/3) of their salary, unused sick leave credits may be used to make up the one-third (1/3) difference to a maximum of seventeen (17) weeks.

21.04 An Employee may use two (2) sick days following the birth or adoption of a child.

ARTICLE 22 - EMPLOYEE BENEFIT PLANS

22.01 Notwithstanding anything to the contrary, in the provisions of this agreement, the benefits and plans of insurance are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The terms of any contract, statutes or regulation in respect thereof by any insurance agency or governmental agency, shall be

controlling in all matters pertaining to qualifications of Employees for benefits thereunder and in all matters pertaining to the existence and extent of benefits and conditions.

22.02 The responsibility rests with the regular full-time Employee to complete all eligibility requirements of the existing carriers of all medical, welfare and hospital benefits under this collective agreement.

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

The Employee may, at his option, reply in writing within two (2) weeks from the filing of his grievance on the discharge or suspension, to the Company for continued coverage under this article, and pay to the Company the amount of any premiums to provide him with the benefits set out in this article during the period subsequent to his discharge or suspension, up to the time an arbitrator makes a final or binding decision on his grievance, or the end of his suspension, whichever is applicable.

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

22.04 The following benefits will be provided to all Regular full-time employees in accordance with the coverage levels provided to other employees of the station or as improved by the Company during the term of this agreement.

- (a) Basic Group Life Insurance
- (b) Dependent Group Life Insurance
- (c) Group Accidental Death & Dismemberment Insurance
- (d) Long Term Disability
- (e) Extended Health Care
- (f) Dental Benefits

For each of the above benefits, the company pays seventy-five percent (75%) of the premium rates and employees pay twenty-five percent (25%).

In the event of change of benefit carrier, the benefits provided will be no less than

what employees are eligible for.

The following optional benefits will be offered to all full-time employees:

- (a) Optional Group Life Insurance (Employee pays one hundred percent (100%) of premium costs).
- (b) Rogers Defined Benefit Pension Plan
- (c) ESAP Program (Employee Share Accumulation Plan)

The Company agrees to provide notice to the Union of any changes to the level of benefits or the cost of such benefits. Such notice shall not be less than that provided generally to other employees of the station.

ARTICLE 23 - VACATIONS WITH PAY

23.01 Vacation entitlement shall be in accordance with Rogers corporate policy.

23.02 The vacation schedule shall be posted by May 1st of each year. Employees must make their choice known to their respective Division Manager by March 31st of each year. All Employees who have failed to fill their request by March 31st will lose their seniority preference for vacation.

23.03 The Company agrees to co-operate with the Employees in making provisions that, where possible, Employees may take two (2) weeks of their annual vacation in a single period and if work load permits to make provisions for those having more than two (2) weeks vacation to take the complete vacation at one time. Personnel will be denied vacation requests during a rating period. This includes two (2) weeks prior and two (2) weeks after.

23.04 Part-time Employees shall be covered by this schedule when required by legislation.

- (a) Part-time Employees shall be credited with the seniority they have accumulated as a part time Employee when their status changes to full time, for the purpose of vacation entitlement.

- (b) Part-time Employees shall receive four (4%) percent of their regular earnings as vacation pay. After completion of five (5) calendar years a part-time employee shall receive six (6%) percent of their regular earnings as vacation pay.

23.05 If employment is terminated for any reason, accrued vacation credits shall be liquidated in cash.

ARTICLE 24 - CALL-IN

24.01 Employees shall be paid time and one-half (1½) for all hours worked when called in.
There shall be a minimum call-in of four (4) hours.

ARTICLE 25 – TRANSPORTATION

25.01 Employees using their cars for business purposes may submit a claim for mileage at the end of each month. Mileage will be paid at the end of each month. Mileage will be paid at the rate of thirty-two (.32) cents per kilometer with a minimum claim of one (1) mile or one point six (1.6) kilometers in a one (1) month period. This does not include travel to and from home and work, but covers assignments from the Station to areas distant from the Station and must be approved by the Employee's Supervisor.

25.02 Employees using a taxi for transportation as provided in this article shall be reimbursed the full costs of such transportation on submission of receipted expense claim and subject to approval by the Employee's Supervisor. The Employer shall make available to Employees on work assignments expense vouchers or petty cash for tax purposes, whenever such assignments require a travelling distance. The expenditure of such petty cash shall be subject to the receipt and approval provisions outlined above.

25.03 In the course of settling a grievance, if the Employer requests the Union to travel outside of a grievor's working location, the Employer shall pay mileage at the current rate to the grievor and/or his representative within thirty (30) working days of submission of an expense claim.

25.04 Per Diem (In Town, Out of Town)

Employees who are on special assignment or out of town overnight will be reimbursed up to rate of seven (\$7) dollars per breakfast, twelve (\$12) dollars per lunch, and twenty (\$20) dollars per dinner, and accommodation expenses where prior approval has been arranged with the supervisor. In order to be reimbursed an Employee must submit receipts and an expense report signed by the station manager.

ARTICLE 26 - CORRESPONDENCE

26.01 All correspondence between the parties shall be copied or faxed to the Local Union President, Recording Secretary and National Representative. Correspondence related to the Grievance - Arbitration Procedure shall also be copied to the grievor and the grievor's representative as set out in Article 8.08.

ARTICLE 27- BARGAINING UNIT WORK

27.01 The Company agrees that it will not permit Non-Bargaining Unit Employees to perform work normally performed by Bargaining Unit Employees to the extent that Bargaining Unit

Employees are laid off as a result thereof.

ARTICLE 28 - ACCESS TO PERSONNEL FILE

28.01 An Employee shall have the right two (2) times per year to have access to and review his/her personnel file and shall have the right to respond in writing to any document contained therein, such reply shall become part of the permanent record.

ARTICLE 29 – ADVERSE REPORT

29.01 The Employer may notify an Employee in writing of an expression of dissatisfaction concerning his/her work within ten (10) working days of the event of the complaint with copies to the Union and the CUPE Representative. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed in a reasonable amount of time, such expression of dissatisfaction shall not become part of his/her record for use against him/her in regards to discharge, discipline, promotion, demotion, or other related matters. This article shall be applicable to any complaint or accusation which may be detrimental to an Employee's advancement or standing with the Employer, whether or not it relates to his/her work. The Employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

29.02 The record of an Employee shall not be used against him/her at any time after twenty-four (24) months following suspension or disciplinary action, including letters of reprimand or any adverse report.

29.03 Failure to grieve previous discipline, or to pursue such a grievance to arbitration shall not be considered an admission that such discipline was justified.

ARTICLE 30- REPRESENTATION

30.01 The Employer acknowledges the right of the Union to appoint or otherwise select the following:

- (a) One (1) steward from each department;
- (b) A Negotiating Committee (the Employer to pay lost time for three (3) members).

30.02 (a) Representatives and members of the Negotiating Committee must obtain permission from their immediate supervisor before absenting themselves from their place of duty to engage in any activity relating to the affairs of the Union, Such permission shall not be unreasonably withheld.

- (b) The Union will advise the Employer of the names of the representatives and committee members. The Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

- (c) The Employer shall pay Employees their respective salaries for all regularly

scheduled time while attending mutually agreed upon meetings as committee members of the Union or while engaged in the legitimate business of the Union subject to Article 30.01 (b) and 30.02 (a).

- (d) The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

ARTICLE 31 - LABOUR/MANAGEMENT COMMITTEE

31.01 The parties agree to establish a Labour/Management Committee, with at least two (2) members from each side, as the initial forum for resolving matters relevant to the successful working relationship between management and staff. The Committee shall meet monthly or at the call of either party.

ARTICLE 32- PAID HOLIDAYS

32.01 The following days will be recognized as holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (1 st Monday in August)	One (1) floating holiday
One (1) Company designated floating	

32.02 It is the intent of the Company to protect eligible Employees against the loss of straight time pay on holidays enumerated in Article 32.01 above. For this purpose, the Company agrees to pay on each of such holidays for the number of straight time hours the Employee would have worked had there been no holiday, subject to conditions hereinafter enumerated.

32.03 In order to be eligible for pay on a statutory holiday an Employee must:

- (a) have worked thirty (30) days with the Employer;
- (b) have worked fifteen (15) days during the thirty (30) calendar days immediately preceding the general holiday;
- (c) worked the scheduled day after the holiday, unless absent because of illness and provides medical evidence satisfactory to the Employer.

32.04 An Employee, required to work on a statutory holiday, shall receive his regular daily wages plus one and one-half (1 1/2) times his regular rate of pay, or if he/she chooses, his regular rate of pay plus one and one-half (1 1/2) days off with pay.

The one and one-half (1 1/2) days off must be taken during the thirty (30) days immediately following that statutory holiday, or at a time mutually acceptable to the Employee and his/her immediate supervisor.

- 32.05 An otherwise eligible Employee, who is scheduled to work one (1) of the above holidays, but does not report for work and work as scheduled, shall forfeit his holiday pay for that particular holiday.
- 32.06 If any of the above holidays set out in Article 32.01 hereof is observed during a regular scheduled work week during an Employee's vacation, the Employee, if otherwise entitled to holiday pay, will be given an additional day off with pay at the close of the Employee's vacation, or at another time mutually acceptable to the Employee and his/her immediate supervisor.
- 32.07 If a holiday falls on a day that is a non-working day for an Employee, if otherwise entitled to holiday pay, a holiday with pay is to be added to his or her annual vacation, or granted at another time mutually convenient.
- 32.08 If New Year's Day, Canada Day, Christmas Day or Boxing Day falls on a Sunday or Saturday that is a non-working day for an Employee, the Employee is entitled to a holiday with pay on the working day immediately preceding or following the general holiday, or at another time mutually acceptable to the Employee and his/her immediate supervisor.

ARTICLE 33 - HOURS OF WORK AND OVERTIME

- 33.01 The normal work week for Regular Full-Time Employees shall be forty (40) hours and shall commence at 12,01 a.m. Monday. This shall include a one (1) hour paid lunch period. The work day shall consist of up to eight (8) hours in any twenty-four (24) hour period. Time and one-half (1 1/2) shall be paid after an eight (8) hour day or forty (40) hour week. This shall include a one (1) hour paid lunch period. In most cases hours shall be consecutive but due to the nature of Sports and News reporting, split shifts may be necessary.
- 33.02 A Regular Full-Time Employee is one who is regularly scheduled to work more than twenty-four (24) hours per week exclusive of hours scheduled to replace Employees on sick leave, vacation or leave of absence.
- 33.03 A Part-Time Employee is defined as an Employee who is employed for twenty-four (24) hours or less per week.
- 33.04 There shall be two (2) consecutive days off for Employees when practical. These two (2) consecutive days off may be in separate work weeks.
- 33.05 All out-of-town travelling for news personnel shall be deemed as hours worked by the Employee and paid accordingly.

33.06 Work schedules shall be posted seven (7) days prior to the commencement of the scheduled work week.

33.07 Turn-Around

A turn-around period is the period of at least twelve (12) hours between the end of one (1) tour of duty and the commencement of the next tour of duty.

All time scheduled and/or worked during any of the above turn-around period shall be compensated for, in addition to the regular basic rate, at one-half (½) time the basic rate for the portion of such assignment which encroaches on such turn-around period.

33.08 No payment shall be made for the following encroachment:

- (a) In the case of a swing announcer used to cover Employees' days off occurring in the course of a regular rotating shift pattern;
- (b) In cases where normal hours are not consecutive.

ARTICLE 34— CLASSIFICATION AND RATES OF PAY

34.01 The following salary ranges outlined below will apply. New Employees will be placed within the applicable salary range as determined by the Company. Progress beyond current Employees' existing salary shall occur annually on or before January 1st based on the results of a performance evaluation.

Employees shall receive a performance evaluation on or before December 31st of each year. The performance evaluation will be conducted by the Employees, immediate manager, and is subject to final approval by the station's General Manager. Salary increases will be determined by the overall rating achieved by the Employee. Upon completion of the performance evaluation, the Employee will receive a salary increase up to three (3%) percent based on their overall evaluation rating (see scale below). It is agreed that the Union will have input with respect to the criteria that the Employees are measured on. The Parties agree that if an Employee receives a rating below Developing, he/she will not be entitled to a salary increase. The Employee's salary increase will be effective January 1', and the salary adjustment will be reflected no later than January 30th of that year.

Please note that any salary increase will be based upon individual performance within the salary range for that position.

<u>RATING</u>	<u>PERCENTAGE INCREASE ON BASE</u>
Does not meet expectations	0%
Meets some expectations	1%
Meets all expectations	2%
Exceeds expectations	3%

The following definitions for performance evaluation ratings will apply:

Does not meet expectations

Does not meet specified performance standards for his/her position.

Meets some expectations

Meets some of the performance standards for his/her position, but falls short of the standards in some dimensions of performance.

Meets all expectations

Fully meets performance standards of his/her position and is a consistent, dependable contributor to the department/company.

Exceeds expectations

Exceeds performance standards for his/her position and is an outstanding contributor to the station/company

In the event that a performance evaluation is not conducted for a particular year as a result of the Employers neglect, the Employee shall receive a three (3%) percent salary increase.

The Employee may grieve their rating only if the Company's rating was provided in an arbitrary, discriminatory, or bad faith manner.

GROUP 1	Community Cruiser Driver	Operator				
GROUP 2	Level 1 Announcer	Level 1 News Anchor/Reporter	Level 1 Promotion/Web Coordinator (Less than 2 Years Experience)			
GROUP 3	Level 2 Announcer (2+Years Experience)	Data Entry Clerk	Level 1 Producer (Less than 2 Years Experience)	Creative Writer	Level 2 Promotion/Web Coordinator (2+Years Experience)	
GROUP 4	Afternoon Drive Announcer	APD/Afternoon Drive Announcer	News Anchor/Reporter	Level 2 Producer (2+Years Experience)	Creative Director	Traffic Manager
GROUP 5	Morning Drive Announcer	APD/Morning Drive Announcer				

**** Note: Re: Promotion/Web Coordinator Level 2 Position**

The parties agree that the individual who currently holds the above noted position will have her salary "grand-fathered" and will not be adversely affected by the new pay rate grids. She will continue to receive increases in accordance with the OPM process and will not be penalized for having a salary outside of the current grid that this position falls under. **

SCHEDULE A - Local 3540-01 Rogers Broadcasting Limited

Positions	01-Jan-18	01-Jan-19	01-Jan-20	01-Jan-21	01-Jan-22	01-Jan-23	01-Jan-24
	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
GROUP 1	\$ 14.00	\$ 15.00	\$ 15.30	\$ 15.61	\$ 15.92	\$ 16.24	\$ 16.56
	\$ 16.45	\$ 16.78	\$ 17.12	\$ 17.46	\$ 17.81	\$ 18.16	\$ 17.46
GROUP 2	\$ 26,044.68	\$ 26,565.57	\$ 27,096.89	\$ 27,638.82	\$ 28,191.60	\$ 28,755.43	\$ 27,638.82
	\$ 37,010.70	\$ 37,750.91	\$ 38,505.93	\$ 39,276.05	\$ 40,061.57	\$ 40,862.80	\$ 39,276.05
GROUP 3	\$ 27,415.56	\$ 27,963.87	\$ 28,523.15	\$ 29,093.61	\$ 29,675.48	\$ 30,268.99	\$ 29,093.61
	\$ 42,494.22	\$ 43,344.10	\$ 44,210.99	\$ 45,095.21	\$ 45,997.11	\$ 46,917.05	\$ 45,095.21
GROUP 4	\$ 32,900.10	\$ 33,558.10	\$ 34,229.26	\$ 34,913.85	\$ 35,612.13	\$ 36,324.37	\$ 37,050.86
	\$ 53,461.26	\$ 54,530.49	\$ 55,621.09	\$ 56,733.52	\$ 57,868.19	\$ 59,025.55	\$ 60,206.06
GROUP 5	\$ 38,382.60	\$ 39,150.25	\$ 39,933.26	\$ 40,731.92	\$ 41,546.56	\$ 42,377.49	\$ 43,225.04
	\$ 60,314.64	\$ 61,520.93	\$ 62,751.35	\$ 64,006.38	\$ 65,286.51	\$ 66,592.24	\$ 67,924.08

Music Director Add \$1,000 per year

Employees who have reached the top of the salary range shall receive the following bonus based on their annual performance evaluation rating:

<u>RATING</u>	<u>BONUS</u>
Does not meet expectations	\$0.00
Meets some expectations	\$250
Meets all expectations	\$750
Exceeds expectations	\$1,000

34.03 When an Employee is transferred into a higher pay classification he shall immediately move into the higher salary scale and receive a salary increase which is at least the equivalent of six (6%) percent their former salary.

34.04 (a) Part-time employees will be paid the minimum rate as set out in 34.01.

(b) Voice Tracking and Operating

An employee shall operate for one (1) station only. In the event that an emergency occurs and one (1) person has to operate two (2) remotes simultaneously, or an Operator is requested to voice track during an operating shift a shift he/she shall be entitled to an extra hour of pay at their current hourly

rate of pay.

- (c) It is understood that Remotes are work of the bargaining unit, and shall not be performed by anyone outside of the bargaining unit except in an emergency situation. The bargaining unit agrees to perform the remotes

34.05 Remote Broadcasting Compensation

Announcers shall be paid January 1, 2018 - \$205.00; January 1, 2019 - \$210.00; January 1, 2020 - \$215.00; January 1, 2021 - \$220.00; January 1, 2022 - \$225.00; January 1, 2023 - \$230.00; January 1, 2024 - \$235.00 for each four (4) hour remote broadcast. If such remote broadcast is during the employee's regular hours of work, then such remote payment shall be in addition to regular pay. If such remote broadcast is done on behalf of two stations then payment for the remote broadcast will be based on one and one-half (1 ½) times the fee. Should the remote (or remotes) extend beyond the usual hours, the announcer shall be paid for the hours beyond four (4) on a pro-rated basis.

Operators shall be paid at their current hourly wage for each four (4) hour remote broadcast. Should the remote extend beyond the usual hours, the operator shall be paid for the hours beyond four (4) on a pro-rated basis.

Hockey Colour shall be paid seventy (\$70.00) per game.

In the event a bargaining unit employee is not available to perform remote broadcasting functions the Company may assign any qualified employee.

In all the above cases, no overtime or turnaround will be paid

34.06 The Employer reserves the right to pay above the salary range.

ARTICLE 35 - TERM OF AGREEMENT

35.01 This Agreement shall remain in full force and effect from the 1st day of January 2018 to midnight on the 31st day of December 2024. This Agreement shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other party in writing as hereinafter set out.

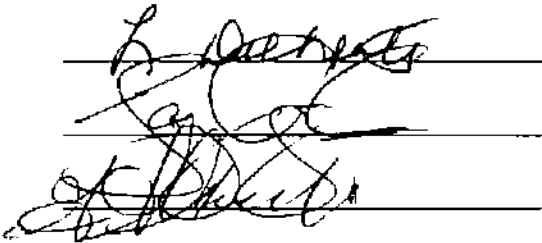
35.02 Notice that either party wishes to amend or terminate the terms herein contained shall be given only during a period of not more than ninety (90) days and not less than thirty (30) days preceding the termination date contained in Article 35.01 above.

35.03 If, pursuant to such negotiations, an agreement is not reached on the renewal of amendments of this Agreement, or the making of a new agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new agreement is signed between the parties, or until the requirements of Section 89, Subsection 1, A through D of the Canada Labour Code (Part I).

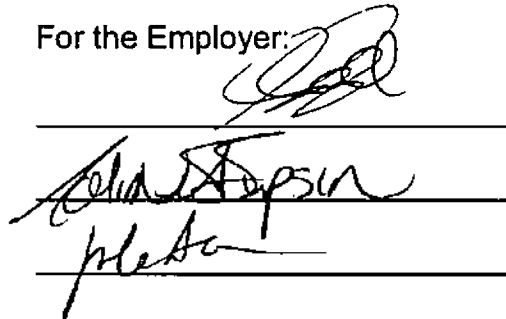
IN WITNESS WHEREOF each of the parties hereto have caused this agreement to be signed by the duly authorized representatives as of date and year first above written.

Signed at Sault Ste. Marie ON, this 20th day of February 2018.

For the Union:



For the Employer:



LETTER OF AGREEMENT

Between

CJQM/FM & CHAS/FM
A Rogers Radio Station

And

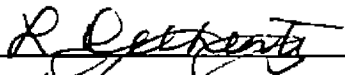
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3540


RE: PERSONAL APPEARANCES


The Parties agree that on-air personnel may be assigned to make personal appearances on behalf of the radio station without additional compensation. These events would include station driven promotions and non-profit or charitable events that are not associated with any business, unless the parties have chosen a business for the purpose of visibility. Such appearances shall be for a maximum of ninety (90) minutes excluding travelling time and to a maximum of two (2) appearances per month. The company agrees to provide the Employee with sufficient notice, so as not to unreasonably conflict with the Employees personal or family commitments. Furthermore, both parties agree that "Personal Appearances" does not apply to client paid remotes. Should a questionable situation arise between Management and the Union, the parties agree to discuss for the purposes of reaching a mutual agreement. The Grievance Procedure, as outlined in Article 8 of this Collective Agreement shall be used if there is a failure to reach a mutual agreement under the terms of this Letter of Agreement.

Signed at Sault Ste. Marie ON, this 20th day of February 2018.

For the Union:







For the Employer:

