

# COLLECTIVE AGREEMENT

BETWEEN

**VISTA RADIO LTD.**

(hereinafter referred to as the "Company")

**VISTA**Radio

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND IT'S LOCAL 3540-04**

(hereinafter referred to as the "Union")

**CUPE·SCFP** / *Canadian Union of Public Employees  
Syndicat canadien de la fonction publique*

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**TERM OF AGREEMENT: September 1, 2024 to August 31, 2027**

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## **ARTICLE 1 - GENERAL PURPOSE OF AGREEMENT**

- 1.01 The parties are agreed 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 TERM**

- 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 agent for "all" Employees of the Company at C.K.N.R. Radio in Elliot Lake, excluding Sales Manager and all those above the rank of Sales Manager, News Director, Program Director, A.M. Operations Manager, C.K.N.R., Accounting, Sales Persons, including Sales Secretary.

## **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.)

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## **ARTICLE 5 - NO DISCRIMINATION**

5.01 The Company and the Union agree there shall be no discrimination, interference, restriction or coercion exercised or practised 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 in a Union, race, creed, colour, age, sex, marital status, religion, nationality, ancestry, place of origin, sexual orientation, political affiliation or activity, family relationship or physical handicap.

## **ARTICLE 6 - UNION SECURITY**

6.01 As a condition of employment, all Employees in the bargaining unit shall, within thirty (30) days of employment, become and remain members in good standing of the Union according to the constitution and by-laws of the Union. The Employer shall inform all new Employees of this requirement at the time of hiring.

### 6.02 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.

### 6.03 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.

### 6.04 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.

### 6.05 Remittance of Union Dues

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

### 6.06 Income Tax

The Company shall include the total amount of dues paid by the Employees each year on their T-4 Income Tax form in the designated area.

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## **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. 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, judgement 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 Elliot Lake 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 14.00. In the event of a layoff for the above reasons, 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) month's pay for each year of service with the Employer or part thereof.

All rights referred to in this article shall be exercised in accordance with the terms of this agreement.

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## **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 lifetime 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 fourteen (14) working days before the filing of the grievance.
- 8.08 Step 1

The aggrieved Employee shall present their grievance, in writing, and may have the Union representative of their choice present if the Employee desires. The grievance shall be submitted to the Radio Station Manager, the Operations Manager or the News Director. 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 their grievance to the General Manager of Radio or their designate and may have the Union Representative of their choice present if the Employee desires. The General Manager of Radio or their designate shall render their

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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, 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 (½) 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 they deem 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 a Board of Arbitration. 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 they have 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 their designate in accordance with all other provisions in this agreement following the action giving rise to the grievance.

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## **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.

## **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 A 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 they have good reason to believe that such crossing may endanger their person or property, in which case they will, if required by the Company, furnish a signed written statement to such effect. Failure to cross such a picket line shall not be grounds for disciplinary action.

The parties further agree that Employees will, regardless of their inability to cross a picket line, perform such duties as would be normally required to provide coverage of the dispute.

## **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 shall only include the length of service with the Employer 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.

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#### 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) and ranked relative to Full-Time Employees.

14.04 A newly hired Full-Time Employee shall be on probation for five hundred and twenty (520) continuous scheduled hours of their 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) accumulated 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 their last known address with the Company, within four (4) working days, indicating their intent to return and does not return within an additional four (4) working days within receipt of such notice unless reason
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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 their physician stating that the Employee is fully recovered to perform the duties of their 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.

## **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 reduction in the workforce, Employees shall be regressed first within the job function affected in order of their bargaining-unit-wide seniority. An Employee about to be regressed or 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, they shall be paid for the days for which work was not made available.

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15.03 Recall Procedure

Employees shall be recalled on the basis of seniority provided they possess the necessary qualifications to fill the vacancy.

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 their employment will be terminated.

15.05 Employees laid off and deemed terminated pursuant to any statute, will receive severance pay equal to two (2) weeks pay for each year of continuous service to a maximum of twenty (26) weeks. With respect to incomplete years, the severance pay shall be on a prorated basis, calculated to the nearest month.

The above noted severance payment shall be deemed to include any severance required pursuant to any statute. Employees who elect to receive severance pay will be declared to have accepted lay-off and abandoned any recall rights.

Severance pay shall be paid to an employee upon the expiry of their recall rights or at any time during the re-engagement period after an employee has notified the Employer, in writing, of their desire to abandon their recall rights.

**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. Such temporary vacancies shall not exceed fifteen (15) working days.
- b) When filling temporary vacancies within the bargaining unit, the transferred Employee shall receive their 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 they have been transferred.
- c) Employees filling vacancies under the provisions of Article 16 who are Employees of Vista Radio Limited 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.
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16.02 No Employee shall be transferred or promoted to a position outside the bargaining unit without their consent. Where an Employee covered by this agreement is temporarily transferred or promoted to a position outside the bargaining unit, they 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 posting shall contain the position, location, rate of pay, and period of time of posting.

### 17.03 No Outside Advertising

No outside advertisement for any vacancy shall be placed until the applications of present Union members have been considered.

### 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. The successful candidate shall be appointed and job filled within three (3) weeks of posting. An Employee may grieve in accordance with the grievance procedure.

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- 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 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, they shall be returned to their 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 their 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.

## **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 provision 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. The Company agrees, as a matter of policy, to attempt to co-operate with Employees with respect to leave of absence for personal reasons, wherever practical. 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 organization with which the Union is affiliated.

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Such leave 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 excepted from the seven (7) working day restriction for the performance of their Union 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 rating periods leaves will 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.

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 their 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 any body 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 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 they 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:
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- a) the Employee shall inform the Company within twenty-four (24) hours from their receipt of notice that they have been summoned for jury duty or court witness;
- b) the Employee shall furnish satisfactory evidence to the Company that they have reported for and performed jury duty or court witness on the days for which they claim payment, and shall furnish acceptable proof of the amount of jury duty or court witness pay received by them.

## **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 or memorial service as follows:

Up to five (5) consecutive working days in the event of the death in the immediate family (spouse, child). Where the burial occurs outside the province, such leave shall also include reasonable travel time. Total leave under this article not to exceed seven (7) days.

Up to three (3) consecutive working days in the event of the death in the immediate family (parent, sibling, 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 province, such leave shall also include reasonable travel time. Total leave under this article not to exceed seven (7) days.

It is understood that such leave with pay will apply only to days on which the Employee normally would be required to work. Payment for 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 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 their Supervisor or their designate four (4) hours before their shift commences if reasonably possible, except for Employees on a morning shift where at least one (1) hours notice will be given.

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21.02 Long Term Disability

Coverage comes into effect after E.I. sick leave of seventeen (17) weeks. Employee contribution--one hundred (100%) percent.

21.03 Sick Leave

Sick leave credits accrue to an Employee at the rate of three-quarters (3/4) of a 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.

**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 or regular Part-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 records 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 their option, reply in writing within two (2) weeks from the filing of their 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 them with the benefits set out in this article during the period subsequent to their discharge or suspension, up to the time an arbitration board makes a final or binding decision on their grievance, or the end of their suspension, whichever is applicable.



The Board of Arbitration, 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 Company agrees to continue in full force and effect for regular Full-Time or regular Part-Time seniority Employees, during the term of this agreement, its existing Health and Welfare coverage or its equivalent, and contribution towards the cost currently in effect, which may be improved during the duration of the agreement.

Employees shall be covered by the VISTA Benefit plan. The Employer will provide each employee with a copy of the benefit plan and the options available. The Employer agrees that in the event there are changes to the benefit plan, the Employer will meet with the Union to review and discuss such changes.

### **ARTICLE 23 - VACATIONS WITH PAY**

- 23.01 All Employees with less than twelve (12) months service as of August 31st shall be entitled to vacation at their current rate of pay. Vacation entitlement shall be calculated on the basis of five-sixths (5/6) of a day vacation for each month of service rendered in the preceding vacation year.
- 23.02 Employees with one (1) year but less than three (3) years of continuous service as of August 31st shall receive two (2) weeks of vacation with pay at current rate.
- 23.03 Employees with three (3) years but less than eight (8) years of continuous service as of August 31st shall receive three (3) weeks of vacation with pay at current rate.
- 23.04 Employees with eight (8) or more years of continuous service as of August 31st shall receive four (4) weeks of vacation with pay at current rate.
- 23.05 Employees with fifteen (15) or more years of continuous service as of August 31, 1998 shall receive five (5) weeks of vacation with pay at current rate.
- 23.06 The vacation schedule shall be posted by May 1st of each year. Employees must make their choice known to the Station 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.
- 23.07 The vacation year shall be from September 1st to August 31st. In no case shall vacation allowance be carried over or accumulated from one vacation year to the next except by special written permission from the Station Manager.
- 23.08 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 if
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work load permits to make provision for those having more than two (2) weeks vacation to take the complete vacation at one time.

23.09 Part-Time Employees shall be covered by this schedule when required by legislation.

23.10 With the permission of the employee's manager, a maximum of five (5) vacation days may be accrued and carried into the following year. The employee agrees to use those days within ninety (90) days of the new fiscal year.

#### **ARTICLE 24 - CALL-IN**

24.01 All Full-Time Employees shall be paid time and one-half (1½) times 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 current CRA rate with a minimum claim of one (1) mile or one point six (1.6) kilometres 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.

Employees shall receive one hundred (\$100.00) dollars as compensation for travelling to Manitoulin Island.

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 taxi 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 their representative within ten (10) working days of submission of an expense claim.

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25.04 Per Diem (In Town, Out of Town)

Employees who are on special assignment or out of town will be reimbursed up to the rate of fifteen (\$15.00) dollars per breakfast, twenty (\$20.00) dollars per lunch, and thirty (\$30.00) 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 approved by the Station Manager. These expenses are to be paid by separate cheque in the following pay period.

**ARTICLE 26 - CORRESPONDENCE**

26.01 All correspondence between the parties shall be copied 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 - ACCESS TO PERSONNEL FILE**

27.01 An Employee shall have the right two (2) times per year to have access to and review their 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 28 - ADVERSE REPORT**

28.01 The Employer may notify an Employee in writing of any expression of dissatisfaction concerning their 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, such expression of dissatisfaction shall not become part of their record for use against them 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 their work. The Employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record.

28.02 The record of an Employee shall not be used against them at any time after twelve (12) months following suspension or disciplinary action, including letters of reprimand or any adverse report.

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

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## **ARTICLE 29 - REPRESENTATION**

29.01 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 will consist of not more than three (3) Employees. The Employer shall pay these three (3) Employees their respective salaries for all regularly scheduled time while in negotiations. It is further agreed that the Union may have the Local Union President in attendance at negotiations, the cost of which shall be borne by the Union.

29.02 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 29.01 (b) and 29.02 (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 30 - LABOUR-MANAGEMENT COMMITTEE**

30.01 Establishment of Committee

The Company and the Union agree that regular meetings will be held between Management and the Union at the request of either party.

The purpose of the meetings is to discuss all aspects of management/staff relations. This will allow the staff to have input into decisions governing the operation of the radio stations.

The meetings will be attended by two (2) members from each side.

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The meeting will be chaired by the Station Manager.

The Company vehicle can be used, if available, by the Union representative travelling to the other location. If the Company vehicle is not available mileage will be paid at the current rate.

## **ARTICLE 31 - PAID HOLIDAYS**

31.01 a) The following days will be recognized as holidays:

New Year's Day	Labour Day
Family Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (1st Monday in August)	

One (1) floating holiday

b) In addition, to the above-noted paid holidays, any other statutory holiday proclaimed by the Lieutenant-Governor, or Governor General shall be subject to the provisions of this article.

31.02 It is the intent of the Company to protect eligible Employees against the loss of straight time pay on holidays enumerated in Article 31.01 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 holidays, subject to conditions hereinafter enumerated.

31.03 In order to be eligible for pay on a paid 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 with permission of the Employer.

31.04 An Employee, required to work on a paid holiday, shall receive their regular daily wages plus one and one-half (1½) times their regular rate of pay or, if they choose, the regular rate of pay plus one and one-half (1½) days off with pay. The one and one-half (1½) days off must be taken during the thirty (30) days immediately following that paid holiday, or at

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a time mutually acceptable to the Employee and their immediate Supervisor. Time may not be accumulated, without a specific date assigned.

- 31.05 An otherwise eligible Employee, who is scheduled to work one (1) of the above holidays, but does not report for work as scheduled, shall forfeit their holiday pay for that particular holiday.
- 31.06 If any of the above holidays set out in Article 31.01 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 their immediate Supervisor.
- 31.07 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 their annual vacation, or granted at another time mutually convenient.
- 31.08 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 their immediate Supervisor.

## **ARTICLE 32 - HOURS OF WORK AND OVERTIME**

- 32.01 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 one (1) hour paid lunch period. The workday shall consist of up to eight (8) hours in any twenty-four (24) hour period. Time and one-half (1½) shall be paid after 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.
- 32.02 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.
- 32.03 A Part-Time Employee is defined as one of the following:
- Regular Part-Time: is an Employee who regularly works between twenty (20) and twenty-four (24) hours per week on a predetermined scheduled basis.
- Casual Part-Time: is an Employee who works less than twenty (20) hours per week on an on-call as needed basis.
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Part-Time Employees scheduled to work or called in to work as replacement for Full-Time Employees or Regular Part-Time Employees shall work the regularly scheduled hours of the Employee being replaced.

32.04 There shall be two (2) consecutive days off for Employees when practical. These two (2) consecutive days off may be in separate work weeks.

32.05 All out-of-town travelling for news personnel shall be deemed as hours worked by the Employee and paid accordingly.

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

32.07 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.

32.08 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 33 - CLASSIFICATION AND RATES OF PAY**

33.01 When an Employee is transferred into a higher pay classification they shall immediately move into the higher scale and receive a salary increase which is at least the equivalent of one (1) full increment in their former group and shall automatically progress upward on the annual anniversary date of their upgrading. One (1) full increment means the increase in pay that the Employee would have next received had they remained in their former classification.

33.02 a) Progression up the salary schedule within each classification shall automatically occur on the first complete pay period of the month nearest the Employee's annual anniversary date of hire, transfer or promotion to the wage classification.



- b) When the Employer hires an Employee with previous broadcasting experience the Employee may be placed at a rate higher than the starting rate. This will in no way alter the relative seniority of the Employee so placed in relation to others in the bargaining unit.

33.03 Salary Grid

**SCHEDULE 1**

	<b>Sept 1/2024</b>	<b>Sept 1/2025</b>	<b>Sept 1/2026</b>
	2.00%	2.00%	2.00%
<b>News/Announcers</b>			
Start	\$30,612	\$31,224	\$31,848
Level 1	\$33,874	\$34,551	\$35,242
Level 2	\$36,492	\$37,222	\$37,966
Level 3	\$39,120	\$39,902	\$40,700
Level 4	\$41,745	\$42,580	\$43,432

33.04 Talent Fees and Remotes

- a) Employees shall be paid two hundred (\$200.00) dollars for each four (4) hour remote broadcast which falls outside of their regular hours of work.

When an employee has to travel 50 km. or more from Elliot Lake to do a remote broadcast, they shall be paid two hundred and fifty (\$250.00) dollars.

Should the remote extend beyond the usual four (4) hours, the announcer shall be paid a further talent fee for the hours beyond the four (4) hours on a pro-rated basis.

If a remote broadcast extends beyond an Employees regular shift, the applicable fees shall be pro-rated on the basis of those applicable fees for all such hours worked outside of their regular shift.

The Company shall endeavour to rotate these remotes on an equitable basis throughout the announce staff where possible.

- b) Hockey play-by-play shall be paid at the rate of sixty-five (\$65.00) dollars per game.  
 c) Hockey Colour shall be paid at thirty-five (\$35.00) dollars per game.

In all above cases no overtime or turnaround will be paid.



**ARTICLE 34 - TERM OF AGREEMENT**

- 34.01 This Agreement shall remain in full force and effect from the 1st DAY OF SEPTEMBER, 2024 to midnight on the 31st DAY of AUGUST, 2027. 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.
- 34.02 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 34.01 above.
- 34.03 If, pursuant to such negotiations, an Agreement is not reached on the renewal or 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-d) of the Canada Labour Code (Part I) have been met.

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.

Dated at Elliot Lake, Ontario, this 12th day of December, 2024.

FOR VISTA RADIO LIMITED



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FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 3540



Tyler Demerah (Dec 12, 2024 10:49 EST)

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