

COLLECTIVE AGREEMENT

between

**CHCH Television Hamilton,
A Division of Global Communications Limited**

and

**Communications, Energy and Paperworkers
Union of Canada,
and its Local 1100**



April 1, 2005 to March 31, 2008

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This Agreement is made and entered into
this 27th day of May, 2005

Between

CHCH Television, Hamilton,
a division of Global Communications Limited
hereinafter referred to as the "Company"
of the First Part

and

Communications, Energy and Paperworkers Union of Canada,
And its Local 1100
hereinafter referred to as the "Union"
of the Second Part

ARTICLE 1

Intent

- 1.1** It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the utmost co-operation and friendly spirit between the Company and its employees, to set forth conditions covering the rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable adjustment of grievances. To this end, this Agreement is signed in good faith by the two parties.

ARTICLE 2

Relationship

- 2.1** The parties hereto mutually agree that any employee of the Company covered by this Agreement shall have absolute freedom of choice as to joining or not joining the Union. A member of the Union who is employed in a supervisory capacity shall not be held accountable to the Union for any action taken when carrying on such duties for the Company, but this shall not be construed to prevent the filing of a grievance by the Union or any employee by reason of any action taken by any supervisor in carrying on his/her duties for the Company.
- 2.2** The Company agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity on behalf of any labour organization.
- 2.3** The Union agrees that it will not discriminate against, coerce, restrain or influence any employee because of his/her non-membership or lack of activity in any labour organization.

- 2.4 The Union will not engage in the solicitation of Union membership during working hours or hold meetings at any time on company premises without permission from the Company.
- 2.5 The Company agrees that it will not discourage membership in the Union, or attempt to encourage membership in another Union.
- 2.6 The Company agrees that all employees are entitled to certain rights under the Canada Labour Code, and that nothing in this Agreement shall be construed as to deprive Union members of said rights.
- 2.7 Whereas the Parties recognize that both are being confronted with new and increasingly complex situations, both the Union and the Company agree to form a Joint Union/Management Committee. This Committee shall meet quarterly, as a minimum, during each calendar year, or as requested by either Party, in a sincere effort to establish and maintain a Union/Management relationship without any sacrifice of principle of either Party. This Committee will provide for honest discussion and an efficient way to resolve differences and reach a greater understanding of respective problems.

ARTICLE 3

Definitions

3.1 Bargaining Unit

The Company recognizes the Union as the exclusive bargaining agent for all employees of the employer save and except those at or above the rank of Manager, News Director, Executive Assistant to Vice President and General Manager, Secretary to Vice President-Finance, Secretaries to Vice-President - Sales, Secretary to Vice President Engineering/Operations Manager, IT Coordinator, IT Network Coordinator, Assistant Manager - News, Sales Persons, Assistant Manager - Sales Service, Executive Producer, Technical Producer, Operations Coordinator, Accounting Supervisor, Program Supervisor, Building Maintenance Person, Payroll and

Benefits Administrator, Construction Carpenter, Talent, Freelancers, Casual Employees, Manager Human Resources, Special Projects Coordinator and Executive Assistant to Manager Technologies.

3.2.1 Employee

The term "employee", as used in this Agreement, shall mean any person, either male or female, employed in a classification included within the bargaining unit referred to in Article 3.1. It shall include any person employed in any job or classification created in the future which the parties by mutual consent decide to include within the bargaining unit, provided that where mutual consent is not reached, such failure shall not become a subject for grievance under this Agreement, but may be referred by either party to the Canada Industrial Relations Board (C.I.R.B.).

3.2.2 The Union shall be advised, in writing, at least two (2) weeks prior to the creation of any such new job or classification.

3.2.3 The Company agrees it will not create any new job or classification by combining any job or classification without prior consultation with the Union.

The Company shall advise the Union in writing, where business and operational requirements permit, at least two weeks in advance of posting any new job or classification.

3.3.1 Part-Time and Temporary Employees

(a) Part-time employees shall be defined as persons who, although they may be regularly scheduled throughout the year, work less than 35 hours or 40 hours per week, whichever is applicable, averaged over a six-month period. For purposes of averaging, the maximum hours of work for an employee shall be 35 or 40 hours per week, whichever is applicable, regardless of actual hours worked.

(b) Temporary employees shall be defined as persons who are hired for a given term of employment to cover childcare leaves,

vacation leaves, or any other leaves, or for employment during peak load periods.

- (c) The Company agrees to notify the Union on a monthly basis of the names of part-time or temporary employees and their hours of work in the pay periods being reported.
- (d) Part-time or temporary employees shall not be hired for the purpose of eliminating the jobs of full-time employees.
- (e) The following provisions of the Collective Agreement shall not apply to Part-time or temporary employees: Article 8 (except 8.2.1, 8.2.2; 8.4; 8.5; 8.10), Article 12 (except 12.9 and 12.12), Article 13, Article 15, Article 18 and Article 19.
- (f) Part-time and temporary employees shall be entitled to receive annual vacation as follows:
 - i) After one year up to and including five (5) consecutive years of employment: two (2) weeks of vacation.
 - ii) After six (6) consecutive years of employment: three (3) weeks of vacation.

Vacation pay shall be calculated on the basis of 4% in the case of employees to whom i) applies and 6% in the case of employees to whom ii) applies. Vacation pay shall be included within each bi-weekly payment.

- (g) Part-time employees may apply for full-time job openings. In considering the application of a part-time employee, the Company will take into account his/her service to the Company, in addition to his/her skill, ability and qualifications. Part-time employees who have worked the equivalent of six (6) months of regular full-time employment (910 hours or 1,040 hours, whichever is applicable) and who apply for full-time job openings shall be given preference over outside applicants where such employee's qualifications, training, experience and

education are relatively equal to the qualifications, training, experience and education of such outside applicants.

- (h) Part-time and temporary employees shall be considered probationary for the first accumulated 910 hours or 1,040 hours worked, whichever is applicable. Where the Company terminates an employee during the probationary period, the termination shall be deemed to be for just cause.
- (i) Where a part-time or temporary employee successfully applies for a full-time job, he/she shall be credited with seniority calculated on the basis that one (1) year of seniority equals 1,820 hours or 2,080 hours (whichever is applicable) of part-time or temporary work. If the full-time job is the same job performed by the employee while as a part-time or temporary employee, such seniority shall count towards his/her probationary period. Where the full-time job is not the same as the part-time or temporary job, the employee must still complete a six-month probationary period.
- (j) A part-time or temporary employee shall be paid 6% of regular straight time hourly wages in lieu of all fringe benefits.
- (k) Part-time or temporary employees shall not be scheduled to work for a tour of duty that is less than three (3) hours.
- (l) The regular straight time hourly rate of part-time or temporary employees shall be calculated by dividing the weekly wages payable to full-time employees by 40 or 35, whichever is applicable.
- (m) Part-time or temporary employees shall progress from the start to the maximum rate in each classification in accordance with their length of service in that classification. For purposes of wage progression, one (1) year equals 1,820 hours or 2,080 hours, whichever is applicable, and actual hours of work shall be used for calculation of length of service of part-time or temporary employees. For purposes of calculation of length

of service, no part-time or temporary employee will be allowed to accumulate more than 35 or 40 hours per week, whichever is applicable.

- (n) Part-time or temporary employees shall be paid according to the wage schedule of the classification to which they are assigned, based on length of service within that wage classification. However, credit for industry experience may be recognized by the Company at the time of hiring.
- (o) Progression up the salary schedule within such classification shall automatically occur on the pay period following attainment of the specified number of hours.
- (p) When a part-time or temporary employee is promoted or transferred into a higher pay classification, he/she shall move into the higher salary scale and receive at least the equivalent of his/her former rate and shall progress upward thereafter in accordance with 3.3 (l) and (n) above.
- (q) Salaries shall continue to be paid on every second Thursday.
- (r) When a part-time or temporary employee agrees to work six (6) days in one week, work performed on the sixth day shall be compensated at time and one-half (1½) the regular straight time hourly rate up to ten (10) hours and double time thereafter. When a part-time or temporary employee agrees to work seven (7) days in one week, work performed on the seventh day shall be compensated at two (2) times the regular straight time hourly rate. For purposes of this provision, the week commences at 12:00:01 a.m. Monday.
- (s) Where a permanent full-time employee requests and is authorized to change employment status to part-time status, the following shall apply:
 - i) The employee's full-time seniority shall continue to accumulate based on hours actually worked.

- ii) Subject to paragraph (iii), hereof, the employee shall continue on the Company's employee benefit plan.
- iii) Sick leave and insured earnings shall be calculated based on a twenty-four (24) hour workweek.
- iv) The provisions of paragraph (s), shall only apply to an employee who works twenty-four (24) hours per week on a regular basis. The Company reserves the right to require such an employee on an "as-necessary" basis to work additional hours.
- (t) A part-time or temporary employee who has completed three (3) consecutive months of employment shall be given two (2) weeks notice in advance of lay-off, or two (2) weeks pay in lieu thereof at the Company's discretion.
- (u) The employment of a temporary employee, unless provided with notice of layoff as in paragraph (t) above, shall be deemed to be terminated at the expiry of their given term of employment.

3.3.2 Part-Time Employee Benefits

Part-time employees will be entitled to enroll in the Company's insured Employee Benefits Plan for part-time employees subject to the following conditions:

- (a) Eligibility for enrolment dates shall be February 1st and August 1st of each year for benefit coverage effective March 1st and September 1st of each year.
- (b) A part-time employee must have worked an average of twenty (20) hours per week exclusive of overtime hours worked during the preceding six (6) month period prior to February 1st and August 1st of each year.

- (c) A part-time employee who is eligible and participates in the Part-Time Employee Benefits Plan must be insured for each applicable portion of the benefit program (excluding employee and spousal Optional Life Insurance), except a part-time employee may opt out of the Health Care and Dental Care Benefits if the part-time employee has similar coverage under his/her spouse's plan.
- (d) The Company may, in its absolute discretion, enroll or continue to enroll an employee in the Insured Employee Benefits Plan, notwithstanding that an employee may not qualify for continuing enrolment pursuant to paragraph (b) hereof, an employee who continues to satisfy the requirements set for in Article 3.3.2 (b) hereof shall continue to be enrolled in the plan.
- (e) Vacations, statutory holidays and authorized paid leaves of absence shall be considered as time worked.
- (f) A part-time employee covered by the dental care plan shall, by payroll deduction pay sixty (60%) percent of the premiums applicable to the dental plan.
- (g) A part-time employee covered by the extended health care plan shall by payroll deduction, pay twenty-five (25%) percent of the premiums applicable to the extended health care plan.
- (h) A part-time employee covered by the Long Tem Disability Plan shall, by payroll deduction, pay one hundred (100%) percent of the premiums applicable to the Long Term Disability Plan.
- (i) Subject to paragraphs (f), (g) and (h) hereof, premium costs in respect of the available coverage shall be paid or shared on the same percentage share basis, as may be the case for full-time employees.

- (j) Any conflict between the details set forth in the Agreement and the plans shall be resolved on the basis of the insurer's policies pertaining to the Company in respect to the plans.
- (k) Eligibility for coverage under the plans shall be as set forth in the insurer's policies. It is recognized that the current policies do not prohibit coverage as contemplated in 3.3.2 (a), (b) and (c) hereof.
- (l) The Company reserves the exclusive right to alter or amend the plans but the same shall not be done without prior consultation with the Union.
- (m) Part-time and temporary employees who do not qualify, or who chose not to enroll for insured employee benefits (as described in 18.4.1; 18.4.2 (b); and/or Article 3.3.2) shall be paid 6% of regular straight-time hourly wages in lieu. For insured employee benefits purposes, a part-time employee accepting a temporary position shall maintain his/her insured employee benefits while filling a temporary position. By virtue of the Pensions Benefits Act an employee may qualify for enrollment in the pension plan, notwithstanding the fact he/she may qualify for insured employee benefits.

3.4 Students

The Company may employ students who are enrolled in a recognized educational institution. Students shall not be hired for the purpose of eliminating the jobs of full-time employees. Students shall be treated in the same fashion as part-time employees pursuant to Article 3.3 of this Agreement.

3.5 Employee Provisions

All employees covered by this Agreement shall be considered employees of the permanent establishment.

3.6 All employees covered by this Agreement shall be provided by the Company with a copy of all the Company's rules and regulations.

3.7 All employees covered by this Agreement shall be provided by the Company with a current informational booklet(s) summarizing the terms of the Pension Plan, and other insured benefits provided by the Collective Agreement.

3.8 Employee Responsibilities

Employees shall take all necessary and reasonable care and precaution so as to ensure against loss or damage of Company premises, property and equipment. The employee must report any loss or damage immediately to his/her manager.

**ARTICLE 4
Management Rights**

4.1 The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, transfer, reclassify, and suspend employees; and also the right of the Company to discipline or discharge any employee for cause, provided that a claim by an employee who has acquired seniority, that he/she has been disciplined, discharged or suspended without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided; provided further that a claim by a probationary employee that he/she has been disciplined, other than by discharge or suspension, without reasonable cause may be the subject of a grievance and may be processed through the grievance procedure up to, but not including, arbitration.

4.2 The Union further recognizes the right of the Company to operate and manage its business in all respects. The number and location of plants, the direction of the working forces, the amount and type of supervision necessary, the methods, procedures and standards of operation. The content of the programs, the judgment and final evaluation of personnel qualifications, the right to decide on the number of employees needed by the Company at any time, the right to use improved methods, the right to select and procure

machinery and equipment and to design and engineer equipment, which may be incorporated in the Company's plant, and control over all operations, buildings, machinery and equipment is solely and exclusively the responsibility of the Company.

- 4.3** The Union further recognizes that the Company has control over all employees and has the right to make, alter and enforce, from time to time, certain Company rules and regulations to be observed by the employees. At least one (1) week (except in mitigating circumstances) prior to implementing any new rules and regulations, the Company will discuss the same with the Union. Any such new or altered rules and regulations shall be communicated to employees, in writing, before taking effect.

ARTICLE 5

Union Rights

5.1 Union Membership and Dues Check-Off

Pursuant to Section 70 of the Canada Labour Code, the Company agrees to deduct the regular union dues stipulated by the Union by-laws from the gross earnings of bargaining unit employees and to remit the same to the Canadian Association of Broadcast Employees by payment to the nominee of the President of the Union not later than the 15th day of the following month. The Union shall notify the Company in writing at least thirty (30) days in advance of any change in the amount to be deducted. The Company, when remitting such dues, shall name the employees from whom such deductions have been made, the respective amounts deducted, and the employees who have left or joined the Company since the last remittance.

5.2.1 Posting of Notices

When an employee has been temporarily transferred, promoted, demoted, or reclassified, or when a transfer, promotion, demotion, or reclassification is made permanent, such employee shall be

notified in writing within five (5) days from the time the change is made.

5.2.2 The Company shall mail to the Union President, one (1) copy of each of the following:

- (a) Employee status change forms which have been provided to employees. Said forms shall be provided as soon as reasonably possible following the change in status.
- (b) Notice of any vacancy in any classification within the bargaining unit.
- (c) Any circular or notice, addressed to employees within the bargaining unit, pertaining to the application or interpretation of this Agreement arising from a grievance meeting.
- (d) On a monthly basis, the names of employees as defined in Article 3.3, their hours of work and the Functional Group to which they are assigned.
- (e) A Seniority List as referred to in Article 12.2.2.
- (f) Any disciplinary action placed on an employee's file, unless the employee requests in writing that the same not be sent.

5.2.3 The Company agrees to provide the Union President, Vice-President, Secretary and National Union Representative with an electronic notification of "Employees – Starts, Lefts and Other" as soon as reasonably possible.

5.2.4 If the Union desires to post notices on Company bulletin boards or on Company property, such notices shall be first submitted to the management for approval. Neither the Company nor the Union shall make any changes in such notices thereafter.

5.3 Union Access to Premises

Upon reasonable notification, the Company may permit free access to its operating areas by an accredited Union Representative to enable him/her to observe whether the provisions of this Agreement are being complied with.

5.4.1 Reports on Performance

It is recognized that an allegation with respect to an employee's work record or conduct requires a review of the allegation by the employee's department manager before a decision is made relative to the entry of the same on the employee's work record. It is understood, however, that the department manager shall reach a decision thereon within ten (10) working days of his/her first becoming aware of the allegation, and if, in his/her opinion, it is appropriate to make a derogatory notation on the employee's work record, such notation shall be made within the same ten (10) working days. Derogatory notations shall be removed from the employee's work record and destroyed after a period of two (2) years, has elapsed from the date of the incident that precipitated the notice referred to above, provided that no similar or linked incidents have occurred during this two (2) year period.

5.4.2 Where any Company notices, letters or any other documentation pertaining to job performance are recorded on the employee's work record, and there shall be only one (1) such record, the employee shall be notified in writing within three (3) working days after entry of such notation. The employee shall be given the opportunity to reply, in writing, within ten (10) working days after he/she has been given the notice referred to above. If the above procedures are not followed, such notations shall not become part of the employee's record. Any employee has the right to review their own work record upon request.

5.5.1 Leave of Absence

The Company will grant leave of absence without pay to not more than three (3) employees to attend Union conventions and conferences for a period or periods not exceeding in the aggregate, ten (10) days for any one employee in any one calendar year, provided that in the opinion of the Company this shall not interfere with the efficient operation of the station. Not more than one (1) employee from each job function is to be released unless mutually agreed.

5.5.2 Upon request by the Union, the Company agrees to release without loss of pay or leave credit, Union representatives to attend grievance meetings with Management concerning this bargaining unit, not exceeding the number stipulated in Article 6, Section 6.1.2, Step 2 of this Agreement.

5.5.3 The Company will grant leave of absence without pay, for a period not to exceed one (1) year, to allow an employee to accept a position with the Union, on receipt of a written request from the employee and the President of the Union.

5.5.4 The Company may, at its discretion, grant leave of absence for a reasonable period of time without pay to an employee wishing leave of absence for reasons other than those listed above, provided such leave is requested in writing at least seven (7) days prior to the start of such leave.

5.5.5 Bereavement leave with pay shall be granted in the event of a death of a relative or close friend. The length of said leave will be at the discretion of the Company.

5.5.6 Employees with child-care responsibilities shall be entitled to leave of absence in accordance with the relevant provisions of the Canada Labour Code.

5.5.7 The Company agrees to provide a SUB-plan approved by all necessary government authorities which provides that any employee

with at least one (1) year of seniority who has applied for maternity leave or adoption leave and who qualifies for benefits under the Employment Insurance Act on account of such leave shall receive ninety-five (95) per cent of the employee's basic pay during the mandatory two (2) week waiting period for statutory benefits.

ARTICLE 6

Grievances

6.1.1 Grievance Procedure

The Parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

6.1.2 The Parties recognize that the Canada Labour Code provides that any employee may present his/her personal grievance to his/her employer at any time and nothing in this Agreement shall be deemed to deprive him/her of this right.

6.1.3 Grievances shall be adjusted and settled as follows:

Step 1: The aggrieved employee or Shop Steward shall present the grievance orally or in writing to his/her Manager. The grievor shall have the assistance of the Shop Steward or a member of the Union Grievance Committee if he/she so desires. If a settlement is not reached within forty-eight (48) hours (or any other period of time which may be mutually agreed upon) the grievance, provided it is on the prescribed form, may be presented as follows at any time within seventy-two (72) hours thereafter. This time may be extended by an additional seventy-two (72) hours at the request of either party. Any further extension may be agreed upon by mutual consent.

Step 2: The Union Grievance Committee, which shall consist of not more than three (3) employees named by the Union, shall meet with the General Manager or his/her designee. Should no settlement be reached within seventy-two (72) hours (or such other time as may be mutually agreed upon), the next step of the grievance procedure

may be taken at any time within seven (7) days thereafter. Any further extension may be agreed upon by mutual consent.

Step 3: The Union Grievance Committee shall meet with the General Manager of the Company or his/her designee, and may be accompanied by a National Representative of the Union if they so desire.

If final settlement of the grievance is not completed within nine (9) working days after deliberations have commenced, and if the grievance is one which concerns the interpretation or violation of this Agreement, the grievance may be referred by either party to a Board of Arbitration as provided in Article 6, Section 6.4, provided, however, that no grievance shall be referred to arbitration which usurps the function of Management as set forth in Article 4, Section 4.2, or where no grievance is filed within nine (9) working days after the circumstances giving rise to the grievance became known or should have become known to the employees.

6.1.4 The parties agree that it is desirable that each step in the grievance and arbitration procedure shall take place within the time limits set forth (or as extended by mutual agreement in writing). Notwithstanding the time limits set forth, however, the Board of Arbitration shall have jurisdiction to extend the time limits at any stage of the grievance and arbitration procedure where there exists reasonable grounds for failure to comply with the time limits, and the other party has not suffered prejudice as a result of the failure to comply.

6.1.5 In cases of great import, any or all of the above steps may be omitted by mutual consent.

6.2 Management Grievances

It is understood that the Management may at any time request a meeting with the Union Grievance Committee to discuss any

complaint with respect to the conduct of the Union, its Officers or Committeemen, in its day-to-day relationship with the Company or non-Union employees and that, if such complaint by the Management is not settled to the mutual satisfaction of the conferring parties it may be treated as a grievance and referred to arbitration in the same way and to the same extent as the grievance of any employee.

6.3 General Grievances

Should a difference arise between the Company and the Union, regarding the interpretation, administration or alleged violation of this Agreement, it shall be taken up at Step 3 of the Grievance Procedure outlined above. If no satisfactory settlement is reached, either party may file a request for arbitration in the manner outlined in Article 6.4.

6.4 A grievance in order to be processed through the grievance/arbitration procedure, shall set out the matter complained of, the specific provisions of the Agreement related to the grievance and the remedy sought.

6.4.1 Arbitration

Both Parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, in any respect, which has been properly carried through the grievance procedure outlined in Article 6 and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.

6.4.2 The Board of Arbitration will be composed of one (1) person appointed by the Company, one (1) person appointed by the Union and a third person to act as Chairman, chosen by the other two members of the Board, unless the parties mutually agree in writing to submit any such grievances to a single arbitrator.

A single arbitrator shall hear all discharge grievances.

6.4.3 Within seventy-two (72) hours of the request by either party for a Board, each party shall notify the other of the name of its appointee.

6.4.4 Should the person chosen by the Company to act on the Board and the person chosen by the Union fail to agree on the third person within ten (10) days of the notification mentioned above, the Federal Minister of Labour will be asked to appoint the arbitrator.

If the parties are unable to agree on the selection of a single arbitrator within ten (10) days of the notification mentioned above, the Federal Minister of Labour will be asked to appoint the arbitrator.

6.4.5 The decision of the Board of Arbitration constituted in the above manner shall be binding on both parties.

6.4.6 The Board of Arbitration shall not have any power to alter or change any of the provisions in this Agreement or to substitute any new provisions for any existing provisions.

6.4.7 Each of the parties to this Agreement will bear the expense of the Arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairman.

ARTICLE 7

No Strikes - No Lockouts

7.1 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, picketing, or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout.

7.2 The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing or stoppage of work contrary to this Agreement, but a

claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in the grievance procedure.

- 7.3** Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Company as provided in the grievance procedure.
- 7.4** The Union further agrees not to involve the Company in any dispute which may arise between any other employer and the employees of such other employer.
- 7.5** The Company will not assign, transfer or require employees to go to any radio station, television station, transmitter, studio or property owned or operated by a person other than the Company or a related company where a lawful strike of any persons whose functions are similar to those covered by this Agreement is in progress. Nor, in such circumstances, shall the Company feed a program or programs (other than those programs which are normally fed) to an unrelated company or station where the program or programs are exclusively for such unrelated companies or stations.

ARTICLE 8

Workweek

8.1.1 Hours and Scheduling of Work

Except for employees defined in Article 8.1.2, the 40-hour workweek shall obtain and shall commence at 12:01 a.m., Monday. A regular workweek shall consist of five (5) regular workdays not exceeding a total of forty (40) hours. The workday shall consist of eight (8) consecutive hours inclusive of meal periods and inclusive of break periods. There shall be two (2) consecutive days off. These two (2) consecutive days off may be in separate workweeks, i.e. Sunday and Monday. The Company shall endeavour to arrange its scheduling so as to allow each employee a minimum of one weekend, (i.e. Saturday and Sunday) off each month. However, this shall not become a subject for a grievance. The five (5) working

days in any week need not necessarily be consecutive; they may be separated by the two (2) consecutive days off.

8.1.2 The normal working hours for employees in Creative Services, Secretaries, Program Publicists, Program Assistants, Program Coordinators, Accounting Personnel and Traffic Department are from 9:00 a.m. to 5:00 p.m., Monday to Friday inclusive. Employees are permitted to take up to one hour for lunch between 12:00 noon and 2:00 p.m. All time worked in excess of eight (8) hours in any one day (inclusive of meal periods) shall be considered overtime and paid at the time and one-half (½) or double time rate as stipulated in Article 8.2.

8.2.1 Overtime

Except for the employees as defined in Article 8.1.2, all time worked in excess of eight (8) hours in any one day shall be considered overtime and shall be paid at the rate of one and one-half (1½) times the hourly rate of the employee up to and including the tenth (10) hour. All hours worked in excess of ten (10) hours in any one day shall be paid at the rate of two (2) times the hourly rate. No employee shall be repeatedly assigned excessive overtime.

8.2.2 Notwithstanding anything contained in this Article, or in any Article of this Agreement which may suggest otherwise, it is understood that for the purposes of computing an employee's hourly wage rate for his/her overtime and all other purposes, his/her weekly wage rate is divided by forty (40) hours.

8.3 Work on Scheduled Days Off

When an employee agrees to work on a scheduled day off, work performed on that day shall be compensated at one and one-half (1½) times the hourly rate with a minimum credit of eight (8) hours. After eight (8) hours, compensation shall be two (2) times the hourly rate. When an employee who has worked on a scheduled day off,

agrees to work on a second and/or third, and/or fourth, day off, in the case of a four-day weekend, work performed on that/those days, shall be compensated at two (2) times the hourly rate, with a minimum of eight (8) hours.

8.4 Tour of Duty

A tour of duty shall mean the authorized and/or approved time worked by an employee during a day calculated to the end of the last quarter hour in which work was performed. If a tour of duty extends beyond midnight, it shall be considered as falling wholly within the calendar day in which it started.

8.5.1 Turnaround

The turnaround period shall consist of a minimum of twelve (12) hours between the end of one tour of duty and the commencement of the next tour of duty.

8.5.2 All hours 'which encroach on the turnaround period' shall be paid at the rate of one and one-half (1½) times the hourly rate of the employee, except as follows:

- (a) Encroachment on a swing-in-shift where employees are on a regular rotating shift pattern. Such encroachment normally occurs in conjunction with an employee's regular scheduled days off.
- (b) Where the encroachment is less than four (4) hours, the rate shall be one and one-half (1½) times the hourly rate of the employee.
- (c) Where the encroachment is four (4) hours or more, the rate shall be two (2) times the hourly rate of the employee. This rate shall apply until the minimum turnaround period has been reached.

Encroachment Rate

0 - 3 ½ hours 1½ x

4 - 12 hours 2 x

8.6 Scheduled Days Off

The two (2) consecutive scheduled days off shall consist of forty-eight (48) hours plus the turnaround period of twelve (12) hours for a total of sixty (60) hours. A single day off shall consist of twenty-four (24) hours plus the turnaround period of twelve (12) hours for a total of thirty-six (36) hours. Where two (2) consecutive days off in one week are taken co-terminously to the two (2) consecutive days off in the following week, only one turnaround period shall apply. Once the employee's daily work schedule has been posted, in accordance with Article 8.7.1 and 8.7.2, scheduled days off shall not be changed without the employee's consent.

8.7.1 Posting of Schedules

It is the intention of the Company to ensure that each employee shall be apprised of his/her daily work schedule at the earliest possible time. The Company will post the work schedule for all employees, except for Mobile Production employees and for employees engaged in single or double hand-held camera production, by 5:00 p.m. Tuesday, two (2) weeks prior to the week covered by the work schedule. Should no starting time be posted or given prior to 1:00 p.m. two (2) days prior to the day in question, the starting time shall be deemed to be 9:00 a.m.

8.7.2 The Company will endeavour to post the work schedule for Mobile Production employees and for employees engaged in single or double hand-held camera production by 5:00 p.m. Tuesday, two (2) weeks prior to the week covered by the work schedule. However, the work schedule for Mobile Production employees and for employees engaged in single or double hand-held camera production will be posted no later than 5:00 p.m. Tuesday, one (1) week prior to the week covered by the work schedule. Should no starting time be posted, or given, prior to 1:00 p.m., two (2) days prior to the day in question, the starting time shall be deemed to be 9:00 a.m.

8.8.1 Change of Schedule

Each employee shall be notified of any change in starting time as much in advance as possible. The Company will be deemed to have given notice when such notice has been posted, provided that the employee is scheduled to work in, or from, the location where the notice is posted at some time after the notice is posted, but at least forty-eight (48) hours prior to the new starting time. At the time of notification, the proposed shift shall be clearly identified to the employee. If such notice is not given, the employee shall be credited with the hours originally scheduled, plus any additional hours, at the employee's regular straight time hourly rate. If all hours credited are actually worked, normal overtime, penalties and premiums shall apply.

8.8.2 In the case of a change of starting time to cover a sick employee, each employee affected shall be notified directly of the change of starting time to cover a sick employee, not later than twelve (12) hours prior to the original start time of the shift being changed. At the time of notification, the proposed shift shall be clearly identified to the employee. If such notice is not given, the employee shall be credited with the hours originally scheduled, plus any additional hours, at the employee's regular straight time hourly rate. If all hours credited are actually worked, normal overtime, penalties and premiums shall apply.

8.8.3 Prior to going on vacation of three (3) days or more, an employee shall be notified directly of his/her daily work schedule of the week of his/her return to work. However, should this schedule change, the Company must notify the employee directly of said change. A letter addressed and mailed or delivered to the employee's last known address, or a telephone message left for the employee at the telephone number provided by the employee, shall be deemed notice.

8.9.1 Call Back

For the purposes of calculating overtime premiums and night differential, call back shall be considered to be part of an employee's tour of duty.

- 8.9.2** An employee called back to work after a completed tour of duty, outside his/her regularly scheduled hours, shall be paid (a) one (1) hour call back at one and one-half (1½) times his/her hourly rate and (b) in addition, for a minimum of two (2) hours at the rate which would be applicable if the tour of duty had been continuous.

8.10 Night Differential

An employee whose tour of duty requires him/her to work for any period between the hours of 2:00 a.m. and 6:00 a.m. inclusive shall be paid a night differential of fifteen per cent (15%) of his/her basic wage rate for the entire tour of duty.

8.11 Leadership

In any instance where the Company appoints or designates an employee to be a "leader" in his/her functional group, the Company shall pay the employee a premium of ten (10) per cent above the top rate in the group. This is not to be considered to commit the Company to appoint a "leader" or "leaders" in any circumstances.

8.12.1 On-Call - Transmitter and Maintenance Technicians

Where a Transmitter and Maintenance Technician is assigned to be "on-call", the following shall apply.

- (a) Where the assignment is during non-working hours on a regularly scheduled workday, the employee so assigned will be entitled to claim a premium of \$12.00 for all such assigned time during each twenty-four (24) hour period.
- (b) Where the assignment is during non-working hours on a regularly scheduled day-off, the employee so assigned will be

entitled to claim a premium of \$16.00 for each twenty-four (24) hours so assigned.

- 8.12.2** An employee assigned to be “on-call” shall be provided with a pager or cell phone, at the Company’s discretion, during the period of his/her “on-call” assignment.
- 8.12.3** The payment of an “on-call” premium shall not affect any other premium to which an employee would have been entitled had there been no “on-call” premium.
- 8.12.4** “On-call” premiums shall not be added to the employee’s hourly rate.

8.13 Alarm Notification

Notification of alarm begins a half (1/2) hour incident for which the technician will be paid at the rates defined below. Any subsequent alarm within the same half (1/2) hour is assumed to be covered by the same half (1/2) hour incident.

If the technician is on a working day, or is working on a day off, and the alarm occurs outside of the regular tour of duty, the rate will be at the rate, which would be applicable if the tour of duty had been continuous.

If the technician is on day(s) off, the rate will be at one and one-half (1½) times the regular rate of pay. Starting with the seventeenth (17) half (1/2) hour incident, the rate of pay will be at two (2) times the regular rate of pay.

ARTICLE 9 Meal and Rest Periods

9.1 Meal Periods

The Company shall allow employees to eat on the job at a time, that will not interfere with the efficient carrying on of their duties. However, as this is being done on Company-paid time, the employees so eating will still be responsible for the performance of their normal duties.

9.2 Rest Periods

All employees shall be entitled to two (2) reasonable rest periods during each eight (8) hour shift, and one (1) additional rest period per each additional four (4) hours of a tour of duty. These rest periods shall be arranged so as not to interfere with the efficient operation of the station. The Company shall continue the policy of permitting employees to consume coffee at convenient periods on the premises, provided that this does not interfere with the efficient performance of their duties.

9.3 Long Shift Meal Period

After ten (10) consecutive hours, and after each additional four (4) hours in any tour of duty, the Company shall provide a reasonable meal period, with a minimum duration of one-half ($\frac{1}{2}$) hour, provided a reasonable meal period has not been assigned in the previous ten (10) hours. These shall be paid meal breaks.

9.4.1 Meal Allowance

Where an employee is required to work ten (10) or more consecutive hours in any tour of duty, and an adequate meal is not supplied, the employee shall be paid for a meal up to an amount not to exceed \$15.00, effective on ratification. This meal allowance will be paid except where the employee is on overnight assignment and/or is in receipt of per diem.

9.4.2 An employee working on assignment outside his/her local area during his/her assigned meal period, where overnight accommodation is not required, and an adequate meal is not provided, shall receive a meal allowance of \$15.

For the purpose of this agreement, “Local Area” shall be defined as any point within a thirty (30) kilometer radius of the employee’s regular place of work.

9.5 Subsequent Meal Allowance

An employee shall be entitled to a subsequent meal allowance for each four (4) hour period worked at and beyond the first fourteen (14) hours of a tour of duty. This subsequent meal allowance shall be paid at a rate of half (½) the amount of the meal allowance described in 9.4.1.

ARTICLE 10 Safety

10.1 General Safety

The Company will continue to make reasonable provisions for the health and safety of all employees during their hours of employment. The Company will not require employees to perform any hazardous duties not reasonably compatible with their vocation.

10.2 Transmitter Safety

Employees assigned to Transmitter(s) may be assigned to perform any installation and maintenance work connected with the Technical plant in which the Transmitter is located. An employee may not be assigned to work beyond the inter-lock of the protective relay system if such work requires him/her to bypass the normal inter-lock functions while the Transmitter is operating, unless another employee is present.

ARTICLE 11 Duties

- 11.1** Subject to Article 11.2, the Company agrees to continue to assign duties relating to the preparation, audition, rehearsal and broadcast of the Company's television programs to employees as defined in Article 3 of this Agreement on premises owned and/or operated by the Company, and on remote locations where so assigned.
- 11.2** The Union agrees that where it is in the Company's interest to do so, the Company may transfer, contract, or assign work or functions heretofore performed by bargaining unit employees to other Radio or Television properties and Internet Services of Global Television Network Incorporated. In the event of a CHtv ownership change, such work or functions may also be transferred, contracted or assigned to like businesses owned by the new ownership. The Company agrees that before transferring, contracting or assigning work, the Company will meet with the Union to discuss plans relative thereto, and will explore with the Union the feasibility of permitting affected employees to transfer with the work or functions.
- 11.3** Without restricting the generality of Article 11.2, the Union agrees that the Company shall not be required to alter existing practices with regard to the following:
- (a) Engineers employed by the Company who may use technical equipment in the execution of their normal job function.
 - (b) Installation, operation and maintenance of sound and picture loops as provided by wire companies.
 - (c) Outside contractors retained by the Company for a specific installation and modification.
 - (d) Film or stills as provided to the Company by advertising agencies or sponsors.
 - (e) Maintenance of cueing and titling devices, whether mechanical or electrical, rented by the Company for specific programs.

- (f) Salesmen, Announcers or senior program personnel who may be required to use portable tape recorders in the execution of their normal job functions.
- (g) The processing of film material by outside firms.
- (h) The use of Transmitter Technicians to maintain remote transmitters more than two hundred (200) kilometers from the Main Station in Hamilton and the use of local technicians as transmitter monitors at any remote transmitter location. The above monitors would not be required to maintain any transmitter equipment. However, in an emergency, the monitoring person may re-set the transmitter when so directed.

11.4.1 The Union recognizes that Managers, Assistant Managers and/or Supervisors, as defined in Article 3.1 of this Agreement may continue to perform duties similar to those performed by members of the bargaining unit and agrees that this practice may continue.

11.4.2 Management's need to actively participate in the production of news will regularly cause management personnel to write, lineup or produce certain aspects of news. Management personnel will not go out to cover news stories, shoot or edit, in other than exceptional circumstances within the geographic area described in 11.5. Each in-house produced news and current affairs show will have a bargaining unit producer.

However, it is understood that the practices as outlined in Articles 11.4.1 and 11.4.2 shall not be done to the extent of displacing employees in the bargaining unit, nor for the purpose of avoiding payment of overtime, nor to avoid filling of an existing job vacancy.

11.5 The following shall apply with respect to News Gathering activities:

- (a) In respect of News Gathering within the geographical area normally covered by the existing Hamilton, Toronto and Niagara area News Bureaus, the News Gathering duties shall continue to be performed by bargaining unit employees,

provided however, as in the past, non- assigned and/or non-predicted events may be covered by a freelance person, where employees stationed in the particular bureau affected are not available. However, normally scheduled events may also be covered by a freelance person, when a bargaining unit employee is ill and where no other bargaining unit employee is available.

- (b) In respect of News Gathering outside the three (3) geographical areas set forth in Paragraph (a) hereof, where the Company assigns a News Gathering employee(s) to be resident in such a geographical area for News Gathering purposes, the Collective Agreement shall apply to that employee(s).
- (c) Where the Company assigns a News Gathering employee(s) pursuant to Paragraph (b) herein, News Gathering duties within the assigned geographical area shall not be performed by freelance persons except:
 - i) in the case of an overload situation, where the assigned person(s) is not capable of attending to all the News Gathering requirements within his/her regularly assigned shift; and/or
 - ii) during periods where the assigned person(s) is not scheduled to work.
- (d) For purposes of applying the Collective Agreement, the normal place of employment for employees who are assigned to a geographical area other than Hamilton, shall be the location within the geographical area designated by the Company.
- (e) Except as provided in this Article, the Company shall not be restricted in the utilization of freelance personnel for News Gathering.

- (f) No News Gathering bargaining unit employee shall be laid-off as a direct result of the utilization of freelance personnel, and the normally scheduled regular hours of work of such employees shall not be reduced as a result of the utilization of freelance personnel.

11.6 At a remote location where another Union has an effective Collective Agreement whose members perform duties similar to the duties performed by members of the bargaining unit as defined in Article 3, the crew supervisor or his/her designee shall be responsible for the supervision of such duties.

ARTICLE 12

Seniority

12.1 Probation

An employee will be considered probationary for the first six (6) months. An employee will have no seniority rights during the probationary period. At the end of the probationary period, his/her seniority shall date back to the day on which his/her employment began. Where the Company terminates an employee during the probationary period, the termination shall be deemed to be for just cause.

12.2.1 Company Seniority

Company seniority shall mean the length of continuous service with the Company computed from the date of hiring.

12.2.2 The Company will post a Seniority List within sixty (60) days following the end of each calendar year.

12.3.1 Functional Groups and Lay-Offs

When the Company determines that a lay-off is required within a functional group; the employee with the least company seniority in that functional group shall be laid off first. For the purposes of this article the functional groups shall be as follows:

Group A:

All employees engaged in the job function of Television Assistant

Group B:

All employees engaged in the job function covered by the General Television Group, except VTR Operators

Group C:

All employees engaged in the job function of Chyron or Audio/Chyron

Group D.1:

All employees engaged in the job function of VTR Operator

Group D.2:

All employees engaged in the job function of VTR Librarian/Archivist

Group E.1:

All employees engaged in the job function of Operating Supervisor

Group E.2:

All employees engaged in the job function of Remote Technical Director

Group E.3:

All employees engaged in the job function of Master Control Supervisor

Group E.4:

All employees engaged in the job function of Supervisor of On-Air Operations

Group E.5:

All employees engaged in the job function of Supervisor of Mobile Operations

Group F.1:

All employees engaged in the job function of Transmitter and Maintenance Technician

Group F.2:

All employees engaged in the job function of Studio Remote Engineering Supervisor

Group F.3:

All employees engaged in the job function of Special Engineering Projects Supervisor

Group F.4:

All employees engaged in the job function of Maintenance Operating Supervisor

Group G.1:

All employees engaged in the job function of News Reporter

Group G.2:

All employees engaged in the job function of Videographer

Group H:

All employees engaged in the job function of Clerk Technician

Group I.1:

All employees engaged in the job function of Electronic News Gathering, Camera/Editor

Group I.2:

All employees engaged in the job function of Microwave Operator

Group J:

All employees engaged in the job function of Electronic Graphic Artist

Group K:

All employees engaged in the job function of Writer/Producer

Group L:

All employees engaged in the job function of Copy Clerk

Group M:

All employees engaged in the job function of Traffic Clerk-Typist

Group N:

All employees engaged in the job function of Traffic Coordinator

Group O.1:

All employees engaged in the job function of Library Supervisor

Group O.2:

All employees engaged in the job function of News Librarian

Group P:

All employees engaged in the job function of Production Assistant

Group Q:

All employees engaged in the job function of Assistant to Director of Marketing Services

Group R:

All employees engaged in the job function of Shipper/Receiver

Group S:

All employees engaged in the job function of Field Producer

Group T:

All employees engaged in the job function of Studio/Remote Audio where over 50% of their work is on remote mobile facilities

Group U:

All employees engaged in the job function of VTR Program Editors who are fully competent in all of the Company's editing suites

Group V.1:

All employees engaged in the job function of Accounting Clerk.

Group V.2:

All employees engaged in the job function of Accounts Payable/Receivable

Group W:

All employees engaged in the job function of Secretary

Group X.1:

All employees engaged in the job function of Program Assistant

Group X.2:

All employees engaged in the job function of Program Coordinator

Group X.3:

All employees engaged in the job function of Program Publicist

Group Y:

All employees engaged in the job function of Switchboard/Receptionist

Group Z.1:

All employees engaged in the job function of Operations Scheduler

Group Z.2:

All employees engaged in the job function of Assistant Operations Scheduler

Group AA:

All employees engaged in the job function of Lighting Director

Group BB:

All employees engaged in the job function of Assignment Editor

Group CC:

All employees engaged in the job function of Media and Community Relations Coordinator

Group DD:

All employees engaged in the job function of News Producer

Group EE:

All employees engaged in the job function of News Writer

Group FF:

All employees engaged in the job function of Line-Up Editor

12.3.2 An employee about to be laid-off from any one of the functional groups who has in another functional group either:

- i) Three (3) months or more continuous service in the seven (7) years immediately preceding the lay-off; or
- ii) Six (6) months of accumulated service in the seven (7) years immediately preceding the lay-off, may apply his/her Company Seniority and bump to such other group on that basis. This provision shall not apply where an employee is not qualified in the functional group to which he/she wishes

to revert, and who was notified in writing of his/her failure to qualify. Notwithstanding anything which may suggest otherwise, any employee in Groups F.1, F.2, F.3 or F.4, who have not been employed in that capacity for a period of one (1) year shall not automatically be deemed to be qualified to return to that function. An employee about to be laid-off from Functional Groups F.2, F.3 or F.4, will be entitled to revert down to Group F.1 and apply his/her Company Seniority in that Group.

- (a) For purposes of Articles 12.3.2 and 12.4.3, in determining continuous and accumulated service,
 - i) only a completed shift of seven (7) or eight (8) hours, as the case may be, shall be counted,
 - ii) one (1) month shall be deemed to be twenty-one and two-thirds (21 $\frac{2}{3}$) working days,
 - iii) if service is interrupted by vacation, sick leave, leave of absence or lay-off, and the employee returns to the same functional group, service shall be deemed to be continuous. However, any period of interruption shall not be counted for the purposes of Article 12.3.2.
- (b) For the purposes of section 12.3.2, an employee who, as of December 31, 1987, has three (3) months or more of continuous service in any one of the functional groups listed in section 12.3.2 will not be required to satisfy the requirement of having accumulated such continuous service in the seven (7) year period immediately preceding any lay-off from such group.

12.3.3 The Company will give two (2) weeks' notice of lay-off resulting from a general reduction of staff due to shortage of work, provided that:

- (a) The Company, in its discretion, may, instead of notice, provide pay in lieu of notice, in whole or in part.
- (b) Sick leave will not be granted for illness occurring during the period of notice, except at the discretion of the Company.

12.4.1 Re-engagement of Laid-Off Employees

An employee to be laid off will be given an opportunity to make application to fill any existing job vacancy. When vacancies occur, the Company agrees to recall laid-off employees (who have acquired seniority) as follows:

12.4.2 Where the vacancy is in the same functional group in which the employee was engaged prior to the lay-off, recall shall be in the order of company seniority.

12.4.3 Where the vacancy is in another functional group in which the employee has attained either continuous or accumulated service, on the basis described in Section 12.3.1, the employee shall have the right to be recalled in order of Company Seniority.

12.4.4 Where it has not been possible to fill a vacancy by the application of paragraph 12.4.2 hereof, then recall shall be in the order of Company seniority, provided that the employee possesses the skill, competence, efficiency, training and experience necessary to perform the job.

12.4.5 Where an employee has been laid off for a period exceeding one (1) year, he/she shall be given preferential consideration for re-employment provided that he/she has an application for re-employment on file.

12.5.1 Loss of Seniority

An employee shall lose his/her seniority standing for any of the following reasons:

12.5.2 If he/she voluntarily quits his/her employment with the Company.

12.5.3 If he/she is discharged and is not reinstated pursuant to the provisions of the grievance procedure.

12.5.4 If he/she has been laid off due to the lack of work for less than one (1) year and fails to report for work within ten (10) days after he/she has been requested to do so by the Company. Such notice shall be given by registered mail sent to the employee at the last address given by him/her to the Company.

12.5.5 If an employee has been off the payroll for a continuous period of one (1) year or more, except by reason of relevant provisions of Articles defined under Leave of Absence.

12.6.1 Severance Pay

An employee who has completed his/her probationary period and who is laid-off, shall (upon a request being made in writing to the Company) be paid Severance pay as follows:

- i) In the case of a lay-off caused by a transfer, contracting or assignment of work as referred to in Article 11.2, and/or which is caused by the introduction of Technological Change, as referred to in Article 24, severance pay shall be based on three (3) weeks regular salary for each full year of continuous service to a maximum of seventy-eight (78) weeks.
- ii) In the case of all other lay-offs, the severance pay shall be based on two (2) weeks regular salary for each full year of continuous service to a maximum of fifty-two (52) weeks.

In the case of incomplete years, the severance pay shall be on a pro-rata basis calculated to the nearest month.

12.6.2 Severance payments as in Article 12.6.1 shall be deemed to include any severance payment required by any statute.

12.6.3 An employee who makes a request in writing pursuant to Article 12.6.1 hereof, after having been paid his/her Severance Pay shall be deemed to have surrendered all his/her seniority rights and all rights to re-engagement.

12.6.4 In addition to severance pay as set forth in Article 12.6.1 i) hereof, the following notice (or pay in lieu thereof) provision shall apply:

- i) In the case of lay-off as a result of Technological Change, the one hundred and twenty (120) day notice as referred to in Article 24.4.2 (or pay in lieu thereof) shall apply.
- ii) In the case of lay-off as a result of a transfer, contracting or assignment of work as referred to in Article 11.2, the employee shall be given one hundred and twenty (120) days notice (or pay in lieu thereof).

12.8 Temporary Promotion to Supervisor

In the event that an employee covered by this Agreement should be temporarily promoted to a supervisory or confidential position beyond the scope of this Agreement, he/she retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such supervisory or confidential capacity.

12.9.1 Job Vacancies

All job vacancies shall be posted on all bulletin boards for a minimum period of ten (10) days, however the Union may agree to change this requirement under special circumstances. The Union's consent shall not be unreasonably withheld. If the posted job vacancy is not filled within six (6) months of the closing date of the posting, the job must be re-posted before it can be filled.

12.9.2 In order to be posted, temporary jobs must be at least one (1) month in duration and the Company shall have at least ten (10) days notice of the need to fill the vacancy.

12.9.3 The job posting will indicate, the functional group and wage classification of the job, a summary of the primary duties of the job, and a notation as to whether the vacancy is permanent or temporary and, if temporary, the expected duration of the position.

12.10.1 Promotions and Permanent Transfers

In all cases of promotions or permanent transfers from one functional group to another within the Bargaining Unit, Company seniority shall apply, provided, in the opinion of the Company, the successful applicant shall possess the necessary skill, competence, efficiency, training and experience. The Company shall act in a bona fide manner in determining whether the employee is qualified.

12.10.2 If no employee within the bargaining unit possesses the necessary qualifications as described in 12.10.1, the Company may hire from any source.

12.11 Trial Period

An employee promoted or transferred to fill a vacancy in any job function shall be on a trial period in such job function for a period up to sixty (60) days. The Company may at any time during this trial period return the employee to his/her former job function with no loss of seniority if the employee is unable to satisfactorily perform the duties of the new job. At the conclusion of a successful trial period, the employee shall be advised, in writing, that his/her promotion or transfer has been made permanent.

12.12.1 Temporary Transfers Company Convenience

Where the Company temporarily transfers or assigns an employee to another job classification, in which the rate of pay is different to that in effect in such employee's regular job classification, the employee shall be paid while so employed as follows:

12.12.2 If the rate of pay in the job classification to which he/she is transferred or assigned is less than the employee's regular pay, he/she shall receive his/her own higher rate of pay.

12.12.3 Should an employee be temporarily assigned by his/her Manager to perform work in a higher wage schedule, than the wage schedule to which he/she is permanently assigned, then he/she shall receive an additional amount "upgrade" of two (2) dollars per hour per tour of duty, with a minimum credit of eight (8) hours, for an upgrade to one or two higher wage schedules; and where an employee is assigned to a wage schedule which is three or more higher than the wage schedule to which he/she is permanently assigned, then he/she shall receive three (3) dollars per hour per tour of duty, minimum credit of eight (8) hours. This Article shall not be used for the purpose of reducing the number of employees in the classification to which such an employee is being upgraded, except as follows:

- i) to replace a full-time employee on vacation,
- ii) to replace a full-time employee on leave of absence, including child care leave, or Long Term Disability,
- iii) to replace a full-time employee in the case of the first day of illness,
- iv) any work assignment related to peak load periods or special projects.

The Company shall notify the Union whenever an employee has been upgraded for more than thirty (30) days.

12.12.4 Each year by the end of January the Company shall publish a list of all jobs covered by the bargaining unit. Employees will be invited to

express their interest in writing to their manager in temporarily transferring to any job other than their own.

12.13.1 Employee Requested Transfer

Where an employee has received notice of layoff and the employee requests to be transferred to a job vacancy, and where the employee does not have functional group seniority, the Company shall transfer the employee provided he/she is qualified as determined by the Company. Such qualifications may include creativity, knowledge, experience, skill, ability, attitude, training and/or education as well as other relevant factors. The Company shall act in a bona fide manner in determining whether the employee is qualified for the requested transfer. The employee transferred shall be paid accordingly:

12.13.2 If the rate of pay in the job classification to which he/she is transferred is less than the employee's regular pay, he/she shall receive the lower rate of pay in the job classification to which he/she is transferred.

12.13.3 If the rate of pay in the job classification to which he/she is transferred is higher than the employee's regular pay, he/she shall receive such higher rate.

12.14.1 Discharge Cases

No employee who has attained seniority may be disciplined or discharged without just cause.

12.14.2 In the event of an employee who has attained seniority being discharged from employment and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

12.14.3 A claim by an employee who has attained seniority that he/she has been unjustly discharged from his/her employment shall be treated as a grievance, if a written statement of such grievance is lodged with the General Manager or his/her designee within three (3) days after the employee ceases to work for the Company. All such cases

shall be disposed of within ten (10) days of the date on which the employee was notified in writing of his/her discharge, except where a case is taken to arbitration.

12.14.4 Such special grievance may be settled by confirming the management's action in dismissing the employee, or by reinstating the employee in his/her former position with full compensation for the time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

ARTICLE 13 Vacation and Holidays

13.1 Employees shall be entitled to an annual vacation with pay.

13.2 The Company recognizes nine (9) holidays:

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

plus any additional day legislated by the Government of Canada as a General Holiday. Such an additional holiday shall be recognized subject to the conditions relative thereto which are set forth in the Canada Labour Code and any Regulations made thereunder.

13.2.2 Employees, other than Creative Services (except Electronic Graphic Artists) and Traffic Department employees, shall be required to work on all holidays falling in their regular work schedules.

13.2.3 Creative Services (except Electronic Graphic Artists) and Traffic Department employees shall not suffer reduction in salary through the occurrence of the named holidays. Employees of those departments required to perform work on any of the named holidays will be paid at time and one-half (1½) rates for the time worked and

shall receive a minimum of a full day's pay for the day, in addition to regular salary, where applicable.

In the event it is determined that the foregoing makes provision for a condition of employment lesser than that set forth in the Canada Labour Code, the applicable provision of the code shall supercede the foregoing.

13.3.1 Vacations plus compensation for holidays for employees other than Creative Services (except Electronic Graphic Artists) and Traffic Department employees shall be as follows:

- (a) If employed more than three (3) months, but less than six (6) months on January 1st of any calendar year, three (3) days with pay within that calendar year, plus one (1) day's credit with pay for each holiday falling within the employee's period of employment.
- (b) If employed more than six (6) months, but less than one (1) year on January 1st of any calendar year, one (1) week with pay within that calendar year, plus one (1) day's credit with pay for each holiday falling within the employee's period of employment.
- (c) If employed more than one (1) year, but less than four (4) years on January 1st of any calendar year, two (2) weeks vacation with pay within that calendar year, plus ten (10) days in lieu of statutory holidays within that year.
- (d) If employed more than four (4) consecutive years on January 1st of any calendar year, three (3) weeks vacation with pay within that calendar year.
- (e) If employed more than ten (10) consecutive years on January 1st of any calendar year, four (4) weeks vacation with pay within that calendar year.

- (f) If employed more than twenty (20) consecutive years on January 1st of any calendar year, five (5) weeks vacation with pay within that calendar year.

In addition to the three (3), four (4) or five (5) weeks vacation mentioned above, an employee may, production activities permitting, take an extra two (2) weeks vacation in lieu of statutory holidays. These additional weeks may be scheduled separately from the employee's regular vacation. Where it is not possible to schedule these additional two (2) weeks of vacation, the employee shall receive the basic rate plus one and one-half (1½) times for any or all days worked in the first week of his/her lieu vacation. In such case as an employee is required to work any or all of the second week of his/her lieu vacation, the employee shall receive the basic rate plus two (2) times the basic rate.

13.4 Vacations for Creative Services (except Electronic Graphic Artists) and Traffic Department employees shall be as follows:

- (a) If employed more than three (3) months, but less than six (6) months on January 1st of any calendar year, three (3) days with pay within that calendar year.
- (b) If employed more than six (6) months, but less than one (1) year on January 1st of any calendar year, one (1) week with pay within that calendar year.
- (c) If employed more than one (1) year, but less than four (4) years on January 1st of any calendar year, two (2) weeks with pay within that calendar year.
- (d) If employed more than four (4) consecutive years on January 1st of any calendar year, three (3) weeks vacation with pay within that calendar year.
- (e) If employed more than ten (10) consecutive years on January 1st of any calendar year, four (4) weeks vacation with pay within that calendar year.

(f) If employed more than twenty (20) consecutive years on January 1st of any calendar year, five (5) weeks vacation with pay within that calendar year.

13.5.1 Before November 15th of each year, employees shall advise the Company, in writing, of their preference of days off to be scheduled over the Christmas and New Year's Holidays. If an employee so requests (unless the Company is unable to make satisfactory arrangements to replace the employee) he/she shall be scheduled off on either Christmas Day or New Year's Day.

13.5.2 The Company shall post each employee's work schedule for the weeks that include Christmas Eve, Christmas Day, New Year's Eve and New Year's Day, no later than December 1st. Once posted, any changes to the scheduled days off for the weeks including the specified holidays, shall result in the employee being credited with the originally scheduled hours plus two (2) times the employee's basic hourly rate for any hours worked on the scheduled days off. For the purposes of this Article, in the event an employee is called in to cover an illness, only the regular applicable rates and penalties under the Collective Agreement for all hours worked shall apply.

13.5.3 If Christmas Day or New Year's Day falls on the employee's scheduled day off, as per Article 8.1.1, and the employee does not work on that day, another day off with pay that week shall be given to the employee.

13.5.4 If an employee does not work on Christmas Day the employee shall be on a day off with pay in addition to the employee's scheduled days off as per Article 8.1.1.

13.5.5 If an employee works Christmas Day and/or New Year's Day, the following shall apply:

- i) An additional day off with pay for each holiday worked at some other time convenient to both the employee and the Company.

- ii) The applicable rates and penalties under the Collective Agreement for all hours worked.
- iii) An additional one and one-half (1½) times the basic hourly rate of the employee for all hours worked.

13.5.6 Any tour of duty starting on Christmas Eve or New Year's Eve, but scheduled, based on an eight (8) hour tour of duty, such that four (4) or more hours falls on Christmas Day or New Year's Day, the tour of duty shall be treated as if the holiday was worked, and compensated as in Article 13.5.5.

13.6.1 The vacation year shall be from January 1 to December 31 excluding the weeks in which Christmas Day and New Year's Day occur. When the projected vacation is to begin and/or end during the period between May 31 and September 30, the following shall apply:

The Company will post a vacation planner on or before February 15 in each department. Employees shall submit their requests on the planner and on the prescribed form by March 15. Preference shall be given employees within their job classification on the basis of Company Seniority for the first three (3) weeks of vacation requested. Once every employee in their job classification has been granted a maximum of three (3) weeks vacation, employees, within their job classification, may make additional vacation requests, which will be granted on the basis of Company Seniority. Confirmed vacation schedules shall be posted, and each employee shall be notified in writing, no later than April 15 of each year. Confirmation of vacation to be taken between May 31 and September 30 for which a request is submitted after the April 15 deadline shall be given to the employee, in writing, within ten (10) working days of application for such vacation.

13.6.2 When the projected vacation falls outside of May 31 to September 30, the following procedure shall apply:

The employee's application for vacation shall be submitted on the prescribed form and shall be confirmed, in writing, as soon as possible, but no later than ten (10) working days following the application. Preference shall be given on the basis of Company Seniority unless confirmation has already been granted for the same time period.

- 13.6.3** Requests for any vacation by the day or by the week, or a request to begin any vacation on any day of the week, or a request for any vacation of more than three (3) consecutive weeks or a request for any vacation during the weeks in which Christmas Day and New Year's Day occur, may be granted at the discretion of the Company, and written confirmation to the employee of such request shall be prompt and not unduly withheld. An employee shall not request a vacation by the day where he/she has time-off in lieu of overtime to his/her credit as referred to in Article 13.8 of the Collective Agreement.
- 13.6.4** Where employees require long-term notice of vacation schedules to plan and confirm travel arrangements, the Company will endeavour to confirm the granting or denial of such vacation requests, in writing, within ten (10) working days following the application. However, if the vacation period requested is to be taken between May 31 and September 30, and is requested prior to April 1, the employee shall submit a request on the prescribed form for such vacation. The Company shall post such notice for a period of seven (7) working days. Should no senior employee request vacation for the same time period within the ten (10) working days following the application, the Company may then confirm said vacation request. The impact of such approval shall not become subject of a grievance.
- 13.7** All payment for unused vacation, and/or payment for unused vacation in lieu of statutory holidays as referred to in Article 13.3.1 (f), will be paid at the base rate at which the vacation was earned.

- 13.8** (a) Employees who perform overtime work may, where there is mutual agreement to do so between the employee and his/her Department Manager, elect to take time off with pay on the basis of one and one-half (1½) times the hourly rate in lieu of payment for overtime hours.
- (b) The maximum accumulation allowable is forty (40) hours of actual time off in one calendar year.
- (c) An employee shall accumulate on the basis of one and one-half (1½) hours of time off with pay for each hour of overtime worked. An employee may only elect to take time off with pay for overtime hours, which would be paid at the rate of time and one-half (1½) the regular straight time hourly rate.
- (d) Time off with pay in lieu of overtime payment shall be scheduled to be taken at a time, or times, convenient to the employee and to the Company in periods of not less than eight (8) hours.
- (e) In the event pursuant to (d) above, an employee has not scheduled all his/her accumulated time off within six (6) months following December 31st of any calendar year, the Company shall pay the employee for the hours accumulated to December 31st.

13.9 Vacation and Holidays

Any outstanding vacation entitlement owed to an employee as calculated pursuant to the Canada Labour Code, shall be paid by no later than April 30th of any given year.

ARTICLE 14

Classification and Wage Schedules

- 14.1** Groups for the purpose of classification and minimum weekly wage scales applicable thereto shall be as follows:

GROUP 1: Copy Clerk, Traffic Clerk-Typist

Group I:	04/01/05	04/01/06	04/01/07
Start	\$327.77	\$335.97	\$343.53
1 year	\$347.30	\$355.98	\$363.99
2 years	\$392.51	\$402.32	\$411.37
3 years	\$443.88	\$454.98	\$465.21
4 years	\$480.87	\$492.89	\$503.98
5 years	\$530.19	\$543.44	\$555.67
6 years	\$540.47	\$553.98	\$566.44
7 years	\$559.99	\$573.99	\$586.90

GROUP 2: Assistant News Librarian, Switchboard/Receptionist.

Group 2	04/01/05	04/01/06	04/01/07
Start	\$415.11	\$425.49	\$435.06
1 year	\$443.88	\$454.98	\$465.21
2 years	\$474.71	\$486.57	\$497.52
3 years	\$553.82	\$567.67	\$580.44
4 years	\$586.70	\$601.37	\$614.90
5 years	\$620.61	\$636.13	\$650.44
6 years	\$630.89	\$646.66	\$661.21
7 years	\$651.44	\$667.72	\$682.74

GROUP 3: Newsroom/News Library Assistant-Part-time, Co-op Student-Technology, Assistant Operations Scheduler.

Group 3	04/01/05	04/01/06	04/01/07
Start	\$387.37	\$397.05	\$405.99

6 months	\$417.17	\$427.59	\$437.21
1 year	\$468.54	\$480.25	\$491.06
2 years	\$613.42	\$628.75	\$642.90
3 years	\$638.08	\$654.03	\$668.75
4 years	\$646.30	\$662.45	\$677.36
5 years	\$667.88	\$684.57	\$699.97

GROUP 4: Secretary and Program Assistant.

Group 4	04/01/05	04/01/06	04/01/07
Start	\$395.59	\$405.48	\$414.60
1 year	\$443.88	\$454.98	\$465.21
2 years	\$492.17	\$504.48	\$515.83
3 years	\$542.52	\$556.08	\$568.59
4 years	\$589.79	\$604.53	\$618.13
5 years	\$638.08	\$654.03	\$668.75
6 years	\$646.30	\$662.45	\$677.36
7 years	\$667.88	\$684.57	\$699.97

GROUP 5: Accounts Payable and Accounting Clerk.

Group 5	04/01/05	04/01/06	04/01/07
Start	\$413.06	\$423.38	\$432.91
1 year	\$468.54	\$480.25	\$491.06
2 years	\$523.00	\$536.07	\$548.13
3 years	\$577.46	\$591.89	\$605.21
4 years	\$632.94	\$648.76	\$663.36
5 years	\$687.40	\$704.58	\$720.44
6 years	\$696.65	\$714.06	\$730.13
7 years	\$717.20	\$735.12	\$751.67

GROUP 6: Television Assistant.

Group 6	04/01/05	04/01/06	04/01/07
Start	\$359.63	\$368.62	\$376.91
6months	\$421.28	\$431.81	\$441.52
1 year	\$490.12	\$502.37	\$513.67
2 years	\$642.19	\$658.24	\$673.05
3 years	\$670.96	\$687.73	\$703.21
4 years	\$702.81	\$720.38	\$736.59
5 years	\$725.42	\$743.55	\$760.28
6 years	\$734.66	\$753.03	\$769.97
7 years	\$755.21	\$774.09	\$791.51

GROUP 7: Traffic Coordinator, Operations Scheduler, Program Coordinator, Accounts Receivable and Shipper/Receiver.

Group 7	04/01/05	04/01/06	04/01/07
Start	\$433.61	\$444.45	\$454.45
1 year	\$490.12	\$502.37	\$513.67
2 years	\$555.88	\$569.77	\$582.59
3 years	\$617.53	\$632.97	\$647.21
4 years	\$678.15	\$695.10	\$710.74
5 years	\$736.72	\$755.14	\$772.13
6 years	\$745.97	\$764.61	\$781.82
7 years	\$767.54	\$786.73	\$804.43

GROUP 8: Clerk Technician, Production Assistant, News Librarian, Accounts Payable/Receivable and Sales Secretary.

Group 8	04/01/05	04/01/06	04/01/07
Start	\$375.04	\$384.41	\$393.06
6 months	\$410.00	\$420.25	\$429.71
1 year	\$468.54	\$480.25	\$491.06
2 years	\$565.13	\$579.25	\$592.29
3 years	\$654.52	\$670.88	\$685.98
4 years	\$748.02	\$766.72	\$783.97
5 years	\$838.44	\$859.40	\$878.74
6 years	\$847.69	\$868.88	\$888.43
7 years	\$868.24	\$889.94	\$909.97

GROUP 9: General Television Group, VTR Operator, Electronic Graphic Artist, Writer/Producer, Electronic News Gathering (ENG) Editor, Electronic News Gathering (ENG) Camera Person, Electronic News Gathering (ENG) Camera/Editor, Program Publicist, Chyron/Audio, Assistant to Director of Marketing Services, Media and Community Relations Co-ordinator, Chyron, and VTR Librarian/Archivist, Field Producer, and News Writer.

Group 9	04/01/05	04/01/06	04/01/07
Start	\$462.38	\$473.93	\$484.60
1 year	\$568.21	\$582.41	\$595.52
2 years	\$666.85	\$683.52	\$698.90
3 years	\$767.54	\$786.73	\$804.43
4 years	\$873.38	\$895.21	\$915.35
5 years	\$970.99	\$995.26	\$1,017.66
6 years	\$980.24	\$1,004.74	\$1,027.35
7 years	\$1,001.81	\$1,026.86	\$1,049.96

GROUP 10: Transmitter and Maintenance Technician, News Reporter, Studio/Remote Audio Operator, VTR Program Editor, Library Supervisor, Community Liaison Administrator, Lighting Director, Line-Up Editor and Microwave Operator.

Group 10	04/01/05	04/01/06	04/01/07
Start	\$554.85	\$568.72	\$581.52
1 year	\$657.60	\$674.04	\$689.21
2 years	\$753.16	\$771.99	\$789.36
3 years	\$853.85	\$875.20	\$894.89
4 years	\$950.44	\$974.20	\$996.12
5 years	\$1,043.94	\$1,070.04	\$1,094.11

6 years	\$1,054.22	\$1,080.57	\$1,104.88
7 years	\$1,074.77	\$1,101.63	\$1,126.42

GROUP 11: Videographer.

Group 11	04/01/05	04/01/06	
	04/01/07		
Start	\$559.99	\$573.99	\$586.90
1 year	\$705.89	\$723.54	\$739.82
2 years	\$801.45	\$821.49	\$839.97
3 years	\$938.11	\$961.56	\$983.20
4 years	\$1,032.64	\$1,058.45	\$1,082.27
5 years	\$1,089.15	\$1,116.38	\$1,141.50
6 years	\$1,099.43	\$1,126.91	\$1,152.27
7 years	\$1,116.89	\$1,144.81	\$1,170.57

GROUP 12: Operating Supervisor and Master Control Supervisor.

Group 12		04/01/06	
	04/01/05		04/01/07
Start	\$566.15	\$580.31	\$593.36
1 year	\$755.21	\$774.09	\$791.51
2 years	\$943.25	\$966.83	\$988.58
3 years	\$1,128.20	\$1,156.40	\$1,182.42
4 years	\$1,138.47	\$1,166.93	\$1,193.19
5 years	\$1,156.97	\$1,185.89	\$1,212.57

GROUP 13: Remote Technical Director, Special Engineering Projects Supervisor, Assignment Editor, Technical Director, Studio Remote Engineering Supervisor and Maintenance Operating Supervisor.

Group 13	04/01/05 4/01/07	04/01/06	
Start	\$582.59	\$597.16	\$610.59
1 year	\$778.85	\$798.32	\$816.28
2 years	\$972.02	\$996.32	\$1,018.73
3 years	\$1,163.13	\$1,192.21	\$1,219.03
4 years	\$1,172.38	\$1,201.69	\$1,228.72
5 years	\$1,191.90	\$1,221.70	\$1,249.19
6 years	\$1,239.17	\$1,270.14	\$1,298.72
7 years	\$1,289.51	\$1,321.75	\$1,351.49

GROUP 14: News Producers, Supervisor On-Air Operations, and Supervisor of Mobile Operations.

Group 14	04/01/05	04/01/06	04/01/07
Start	\$779.87	\$799.37	\$817.36
1 year	\$980.24	\$1,004.74	\$1,027.35
2 years	\$1,031.61	\$1,057.40	\$1,081.19
3 years	\$1,190.87	\$1,220.64	\$1,248.11
4 years	\$1,259.72	\$1,291.24	\$1,320.26
5 years	\$1,323.42	\$1,356.51	\$1,387.03

ARTICLE 15
General Wage Provisions

- 15.1** Employees shall be paid according to the wage schedule of the classification to which they are assigned, based on length of service within that wage classification. However, credit for industry experience may be recognized by the Company at the time of hiring.
- 15.2** Progression up the salary schedule within such classification shall automatically occur on the pay period nearest the employee's semi-annual or annual anniversary date of appointment, transfer or promotion to a wage classification.
- 15.3.1** When an employee is promoted or transferred into a higher pay classification, he/she shall move into the higher salary scale and receive at least the equivalent of his/her former rate and shall automatically progress upward on the pay period nearest the employee's annual anniversary date of his/her upgrading.
- 15.3.2** Progression up the wage schedules for employees temporarily transferred, shall automatically occur on the pay period nearest the employee's accumulation of 1,820 or 2,080 hours, whichever is applicable, at that higher wage classification.
- 15.4** Salaries shall continue to be paid on every second Thursday.
- 15.5** Payment for overtime shall be made every second Thursday and shall cover the week ending Sunday, two (2) weeks prior to the pay period. A statement showing overtime hours worked, gross overtime paid, less all deductions shall accompany the payment.
- 15.6** It is understood that if an employee is late in completing his/her time sheet, by 1:00 p.m. of each Monday, or does so improperly, a delay of one (1) pay period may result with regards to penalties.

It is also clearly understood that when an employee establishes a pattern of failure to submit time sheets in a timely manner, and has not responded to a written request to do so, that employee's vacation approval may be withheld until vacation records have been reconciled to time sheets.

It is also agreed that time sheets will not be altered without providing the employee with notice of the change.

ARTICLE 16

Traveling Expenses

- 16.1** The Company shall reimburse each employee for all necessary traveling and other expenses when such travel and methods of travel are authorized by the Company. Use of the employee's own motor vehicle for transportation in connection with his/her assigned duties must be previously authorized before reimbursement will be made.
- 16.2** In such authorized cases, the Company shall reimburse him/her at the rate of forty cents (40¢) per kilometer, effective on ratification.
- 16.3** Employees shall not be required to use their automobiles on Company business unless they consent thereto.
- 16.4** Where an employee is required to use his/her car on Company business in order to carry on his/her job with the Company, and where he/she insures his/her car for public liability up to one million dollars (\$1,000,000), the Company will reimburse such employee for the differential in the cost of such insurance between the business rate and the rate for pleasure driving on receipt from his/her insurance company of a copy of the policy and the certificate from the insurance company of the cost of such differential.
- 16.5** Employees shall be reimbursed monthly for all authorized expenses, made for and on behalf of their assignments, upon submitting a statement for approval to their department head.

16.6 If an employee is assigned by the Company to work at more than one place in the same area on the same day, the Company shall furnish transportation or mileage at the rate of forty cents (40¢) per kilometer, effective on ratification, paid from the place of first employment and return.

16.7 (a) On overnight assignments, each employee shall be paid per diem for each meal to which he/she is entitled. They shall be paid at the minimum rates of \$13.00 for breakfast between the hours of 6:00 a.m. and 10:45 a.m.; \$16.00 for lunch, between the hours of 11:00 a.m. and 3:45 p.m.; \$28.00 for supper, between the hours of 4:00 p.m. and 10:00 p.m., provided a suitable meal is not provided. The per diem payment is payable in advance.

(b) Subsequent meals as prescribed in Article 9.5.

(c) The cost of the first five (5) minutes of a phone call home on the first day and every other day thereafter.

(d) Employees requiring overnight accommodation shall, where practicable, receive single occupancy first-class accommodation equivalent to AAA or CAA standards at the Company's expense.

(e) On out of country assignments per diems shall be paid in U.S. dollars.

16.7.1 Where the Company has made no prior arrangement to be billed directly for accommodation, the per diem will be increased by an amount equivalent to the cost of accommodations.

16.8 The Company agrees to maintain appropriate liability insurance on any Company vehicle which the Company requires an employee to drive. Said vehicles will be maintained in a safe operating condition. It is the responsibility of the employee to report immediately any operating deficiencies so that they may be remedied. Company vehicles are not to be used for personal use without prior Company

approval. The Company is not obligated to extend liability insurance to cover the unauthorized use of Company vehicles for personal use.

ARTICLE 17

Traveling Time Credits

- 17.1** For pay purposes, employees shall be credited with all time consumed while traveling on Company assignments, except as provided in Section 17.5, 17.6 and 17.7 of this Article.
- 17.2** For out-of-town Company assignments, such time shall be computed as follows:
- (a) From scheduled time of the carrier's departure when the employee leaves from his/her home for travel by common carrier.
 - (b) From the assigned hour of departure from his/her home when the employee travels by automobile direct to the assignment.
 - (c) From the time he/she leaves his/her home office when the employee reports there before proceeding to travel.
- 17.3** When an employee is required to work at a studio or remote location within the area, other than his/her normal place of employment, he/she shall be credited with all time consumed in transit between such normal place of employment and any other studio or remote location and return.
- 17.4** Under no circumstances shall traveling time credits apply to cover an employee traveling between his/her home and his/her normal place of work.
- 17.5** When traveling is on a common carrier between the hours of 8:00 a.m. and 12:00 midnight, local time, full-time shall be credited up to and only for the first eight (8) hours of travel.

17.6 When travel is on a common carrier between the hours of 12:00 midnight and 8:00 a.m., local time, and suitable sleeping facilities are available, no credit shall be allowed. For the purposes of this paragraph, a single occupancy berth in a common carrier or a business class, executive class seat or equivalent seat on a plane is construed to be suitable sleeping facilities. When travel is designated by the Company, on conveyances, which do not have suitable sleeping facilities, full-time credit shall be allowed.

17.7 The Company, at its discretion, may schedule an employee to travel out of a distant city any time after 8:00 a.m., using a common carrier without incurring over-time pay for a short turnaround.

ARTICLE 18

Sick Leave

18.1.1 After ninety (90) days employment, an employee shall be entitled to sick leave with pay at the rate of one and one-half (1½) days per month, cumulative to a maximum of ninety (90) days, provided that the employee complies with the following requirements:

- (a) When taken notify his/her department head as soon as reasonably possible.
- (b) Where the absence does not exceed three (3) days, the employee shall give satisfactory written declaration. If absence exceeds three (3) days, the employee may be required to submit a letter from their physician. If the absence exceeds ten (10) working days, it is the employee's responsibility to request a Short-term Disability Form as soon as reasonably possible. This request may be made by telephone.
- (c) Where there is an unsatisfactory pattern of absenteeism developing, the Company may require that the employee furnish satisfactory medical proof of illness for absences of three (3) days or less. The Company undertakes to verbally inform the employee of any perceived sick leave abuse prior to

requesting certification. The Company will reimburse employees for medical fees, not covered by the Ontario Medical Plan or the Company Benefit Plan, incurred in obtaining medical certification requested pursuant to this clause.

18.1.2 Where applications for leave appear to be made too frequently, or where there is reason to doubt the *bona fides* of a certificate, the application may be subject to investigation.

18.1.3 When an employee is ill he/she shall take earned sick leave days as payment during the illness up to a maximum of ninety (90) days. At the expiration of the ninety (90) sick leave days and if the employee remains ill he/she shall be eligible for long term disability benefits as per Article 18.4.2. (b).

Where an employee does not have sufficient sick leave days to cover an illness Article 18.4.2 (a) shall apply.

18.1.4 Payment for sick leave beyond the employee's cumulative sick leave credit shall be at the discretion of the Company.

18.1.5 Under no circumstances shall sick leave be construed as vacation time.

18.1.6 Where an employee is required to take time off work due to illness which is directly related to pregnancy, she shall be entitled to sick leave payment provided that such absence due to illness is prior to the date scheduled for the commencement of maternity leave.

18.2.1 Early Retirement

An employee may use available accumulated sick leave credits (calculated in accordance with 18.2.2 below) as follows:

(a) The employee may, at his/her option, use available sick leave credits in a continuous manner for one paid leave of absence up to the date of commencement of pension benefits. During

such absence the employee will continue to be covered by the insurance specified in Article 18.4.

OR

- (b) The employee, with prior approval of the Company, may use available sick leave credits to take one or more days off per week. An agreement to work a reduced workweek shall only be considered by the Company during the two-year period preceding the commencement of pension benefits. During the period when the employee works a reduced work-week prior to receipt of pension benefits, the Company shall continue to provide the insurance coverage specified in Article 18.4.

OR

- (c) The employee may, at his/her option, elect to receive a lump sum payment equal to the number of days available, calculated in accordance with Article 18.2.2 below, multiplied by the daily wage rate of the employee on the date of the commencement of pension benefits. This amount is payable on the date of commencement of pension benefits. Said amount may be transferred to an RRSP, as designated by the employee.

It is understood and agreed that for purposes of calculating premium payments, days not scheduled for work because of the reduced workweek approved by the Company shall not be considered scheduled days off. An employee on an agreement to work a reduced workweek will not be required to work days not scheduled without his/her consent.

18.2.2 For the purposes of this paragraph, the number of sick leave days available to an employee to be used as leave described in 18.2.1 are calculated as follows:

- (a) an employee earns leave at the rate of one and a half (1½) days per month effective after ninety (90) days of employment, from the date of hire; and

- (b) the leave days are reduced by the number of accumulated sick leave days taken.
- (c) The total accumulated leave days shall be then divided by three (3), to determine the number of leave days available, provided, however, that in no case shall the time available after dividing by three exceed 130 days.

18.2.3 An employee may elect to effect either of the options in paragraph 18.2.1 hereof on actual retirement only, the date of which shall be mutually agreed between the Company and the employee.

18.2.4 Within sixty (60) days of the end of each calendar year, the Company agrees to supply each employee with, firstly, a list of total days available to her/him for actual sick leave; secondly, a list of total days available for the options in paragraph 18.2.1 hereof.

18.2.5 The options available in paragraph 18.2.1 hereof shall not apply to an employee who resigns without prior approval of the Company or where employment is terminated for cause prior to any agreement as to the retirement age.

18.2.6 In the event an employee, after agreeing with the Company, chooses to exercise Option (a) or (b) of Article 18.2, his/her holiday and sick leave time shall be allocated as if he/she were still employed on a normal 35 or 40 hour week, whichever is applicable.

18.3.1 Pension Plan

The Pension Plan presently in effect shall be continued during the term of this Agreement and is hereby incorporated by reference into this Agreement. The Company agrees it will make no amendments to the terms of the Pension Plan as it now stands without consultation with the Pension Committee which consists of six (6) members, three (3) appointed by the Union and three (3) appointed by the Company. The Company agrees to provide to the Pension Committee all relevant records, actuarial and financial data, plan

documents and other information requested by the Committee. Each party may make representation to the Committee with such consultants, as it deems necessary. Meetings will be arranged as deemed necessary by the Committee or at the request of either party.

- 18.3.2** As at the end of each calendar year, as soon as available from the pension actuary, each member shall receive a statement showing contributions made and benefits accrued during the past year, interest earned on contributions during the year, total accumulated contributions and accrued benefits. At the end of the year, as soon as available from the pension actuary, a summary of the financial status of the Pension Plan shall be forwarded to the Treasurer of the Union.

18.4.1 Insurance Coverage

Life Insurance

- (a) Basic Life - 200% of annual earnings
The Company agrees to pay 100% of the premium cost.
- (b) Optional Life - Up to \$500,000 in units of \$10,000
Employee paid.
- (c) Dependent Life- \$6,000 for spouse and \$2,000 for each child.
Employer paid
- (d) Accidental Death and Dismemberment - Up to 200% of annual earnings.
The Company agrees to pay 100% of the premium cost.
- (e) Business Travel Accident Plan - \$50,000 accidental death benefit.
The Company agrees to pay 100% of the premium cost.

18.4.2 Income Protection:

(a) Employees who have accumulated sick leave credits shall be paid full pay to a maximum accumulation of ninety (90) days. If sufficient sick leave credits have not been accumulated, the plan guarantees a minimum benefit of 66% of insured earnings up to fifteen (15) weeks. The Company agrees to pay the costs of this plan.

(b) Long-Term Disability

After expiration of the employee's short-term disability benefits, the employee will receive 66% of the first \$ 2,250 of monthly earnings, 50% of the next \$3,500 of monthly earnings and 45% of the excess to a maximum of \$15,500 per month. The Company agrees to contribute 100% of the premium cost. LTD benefits are reduced by any amount of disability income from other sources (i.e. CPP and WCB).

18.4.3 Health Insurance

(a) Extended Health Care: Deductible \$25 (single) and \$50 (family), 100% co-insurance. The calendar year deductible amounts will apply to all eligible expenses in this category, listed in the Handbook, including extended medical, vision care, drugs and hearing aids. The Company agrees to contribute 100% of the premium costs.

(b) Drug Plan: The Company agrees to contribute 100% of the premium cost.

(c) Private or Semi-Private Hospital: Unlimited number of days. The Company agrees to contribute 100% of the premium cost.

(d) Dental Plan: The Company pays 100% of the premium cost for 90% of the cost of Basic Dental Services listed in the Handbook and 50% of the cost of Major Services listed in the Handbook.

- (e) It is agreed that the Company will contribute 100% of the premium cost of all health and dental benefits for the benefit of an employee and his/her spouse where the employee has retired from the Company and is in receipt of Pension Benefits pursuant to the terms of the Company Pension Plan.
- (f) Eye and Eyeglass Care Plan: Pays \$150 for frames, lenses and contact lenses per two (2) calendar years for each employee and his/her dependents. Children, to age twenty-one (21), pays \$150 for frames, lenses and contact lenses per calendar year. Contact lenses, if prescribed for severe conditions, pays \$200 per two (2) calendar years. The Company agrees to pay 100% of the premium cost.
- (g) Hearing Aid Plan: Plan pays up to \$750 per person during a five (5) calendar year period, excluding the cost of batteries. The Company agrees to pay 100% of the premium cost.

18.4.4 All insurance coverage shall be as described, or its equivalent.

ARTICLE 19

Jury Duty

19.1 Employees called to serve on juries, or obey a subpoena, shall receive their regular wages during such periods, provided that, if possible, the employee returns to work when he/she is released from jury.

ARTICLE 20

Existing Benefits

20.1 The Company recognizes that all of its employees enjoy certain benefits and privileges not referred to herein and agrees not to alter or change these practices in such manner as to discriminate against members of the bargaining unit.

20.2 **Effective on Date of Ratification:**

- (a) The plans will incorporate those cost containment measures as described in Creative Planning Services Discussion Paper on Group Insurance Benefits, Section III “Soft” Cost Containment, except the drug dispensing fee in “B” shall be eight (\$8) dollars per prescription, the vision care will be once every two years (once every year for dependant children) and periodontal scaling of 12 units per year.
- (b) Effective April 1, 2003, the Company will absorb ninety (90) percent of premium costs in respect of all insured plans, with employees through payroll deduction, paying ten percent (10%) of the premium costs.

Effective December 31, 2009 the Retiree Benefit Plan will no longer be available to employees retiring after the said date.

Retired employees currently covered by the said plan will continue to receive their existing benefits, and employees who retire on or before December 31, 2009 will be eligible for the same benefit coverage as is now available to current retirees.

The Company will introduce an optional individual plan for retirees, effective January 1st, 2010. Employees who are aged 50 and older, with more than six (6) months enrollment in the CH Benefit Plan, will be eligible to enroll.

Details of the plan are outlined in the June 13th Creative Planning Group letter, titled “Retiree Benefits for CH Television”.

ARTICLE 21

Outside Employment

- 21.1** The Company may require that an employee cease working at any outside employment where the employment is such as to interfere with the employee's efficient carrying on of his/her duties, or where

the employment is such as to reflect in an unfavourable manner upon the Company.

- 21.2** An employee shall not engage in any outside work or activity where such work or activity is competitive with work or activity engaged in by the Company, except with the prior written approval of the General Manager or his/her designee. Such approval shall not be unreasonably withheld, but the decision of the General Manager or his/her designee shall be determinative of the issue.

ARTICLE 22

Air Credits

- 22.1** The Company shall give air credits to employees where such credit is merited by their contribution to the program; however, failure to do so shall not become a subject for grievance.

ARTICLE 23

Time Limits

- 23.1** Any time limits mentioned in this Agreement shall be exclusive of Saturdays, Sundays and holidays recognized under this Agreement.

ARTICLE 24

Technological Change

- 24.1** The provisions of this Article are intended to assist employees affected by a technological change as herein defined, to adjust to the effects of such change.
- 24.2** Sections 52, 54 and 55 of the Canada Labour Code do not apply to the Company and the Union or to any person or persons covered by the certification and/or the scope of this agreement.
- 24.3** In this section “technological change” means:

- i) The introduction by the Company into its work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by it in the operation of the work, undertaking or business; and,
- ii) A change in the manner in which the Company carries out the work, undertaking or business that is directly related to the introduction of that equipment or material.

24.4.1 The procedure for dealing with technological change that is likely to affect the terms, conditions and tenure of employment of a significant number of employees is as follows:

24.4.2 The Company will notify the Union of such a technological change at least one hundred and twenty (120) days prior to the date on which such change is to be effected. Such notice shall be in writing and shall state:

- i) The nature of the technological change
- ii) The date upon which the Company proposes to affect the technological change.
- iii) The approximate number and type of employees likely to be affected by the technological change.
- iv) The effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected.
- v) The name of each employee likely to be affected.

Upon receipt of such information, the parties shall arrange a meeting within three (3) weeks for the purpose of conducting discussions relating to technological change. This time period may be extended by mutual consent.

- 24.4.3** An employee who is displaced through technological change may:
- i) Seek to invoke any seniority job right he/she holds pursuant to the Collective Agreement; or,
 - ii) Avail himself/herself of any training program offered by the Company which provides re-training for employees so affected; or,
 - iii) Accept severance pay as referred to in Article 12.6.1.

24.5 Where an employee has been displaced by technological change and chooses to avail himself/herself of training pursuant to Article 22.4.3 (ii), subject to the conditions set forth in this Article, the employee shall be afforded on the job training for a vacancy, to be filled, which arises during the twelve (12) month period immediately following the date of the employee's lay-off provided that:

- i) The employee's skills, aptitude and experience must, in the Company's opinion, be adaptable to the vacant position.
- ii) There is a reasonable expectation, in the Company's opinion, that the employee would be able to perform all elements of the job satisfactorily after being provided with on the job training for a period of up to sixty (60) days.

24.6 During the notice period as set forth in Article 24.4.2, an employee likely to be affected by the technological change shall be granted a reasonable amount of time off without loss of regular pay for the purpose of attending alternative employment interviews.

ARTICLE 25

Hand Tools

25.1 Where a Maintenance Technician employee's hand tools need to be replaced due to normal wear and tear, or where the Company determines a new hand tool is required in the performance of

Company work, the Company shall replace or supply such tool as the case may be at no cost to the employee.

ARTICLE 26

Relocation

- 26.1** No Bargaining Unit member shall be required to permanently relocate their regular place of work to another city or building without a minimum of two (2) months prior notice. In the event that an employee is temporarily required to work at a location other than their regular place of work, travel time and mileage shall be paid to and from their normal place of employment.

ARTICLE 27

Duration

- 27.1** This Agreement shall become effective on April 1, 2005 and shall remain in full force and effect until the 31st day of March 2008 and from year to year thereafter unless notice of intention to terminate or amend this Agreement is given by either party not more than one hundred and twenty (120) days and not less than thirty (30) days before the termination of said Agreement.
- 27.2** If such notice is given by either party all provisions of this agreement shall continue in effect until a new Agreement is reached, or until the requirements of the Canada Labour Code relating to strike and/or lock-out have been satisfied, whichever occurs first.

Memorandum of Agreement - 1

Short-term and Temporary Recall

The Company and the Union hereby agree that the following shall apply with regard to the “short-term recall” and “temporary recall” of laid-off employees:

1. A “short-term recall” is a recall to work of up to fifteen (15) consecutive working days.
2. A “temporary recall” is a recall to work for a period greater than fifteen (15) consecutive working days, but for no more than thirty (30) consecutive working days.
3. A “short-term” or “temporary” recall shall be done in the order of Company seniority applicable to the functional group in which the employee was engaged prior to the employee’s lay-off.
4. An employee affected by a short-term recall shall have the option of:
 - (a) having the days worked during a short-term recall continuously added to the one year of recall rights as described in Article 12.6.4 of the Collective Agreement.
 - (b) having the one (1) year for recall purposes remain effective as it was at the time of the employee’s initial lay-off.
5. An employee affected by a temporary recall shall have the option of:
 - (a) having the one (1) year for recall purposes as referred to in Article 12.6.4 becoming applicable as and from the employee’s last day of work while on temporary recall; or,
 - (b) having the one (1) year for recall purposes remain effective as it was at the time of the employee’s initial lay-off.
6. Employees will be notified, in writing, of the two options under Paragraph 4 and/or 5 at least sixty (60) days prior to the expiration of

the employee's initial recall rights. An option as set forth in paragraph 4 and/or 5 shall be exercised no later than thirty (30) days prior to the expiration of the employee's initial recall rights. If no option is exercised in writing by the employee within that time period, option (b) shall be deemed to apply.

7. An employee who refuses to report for work on a short-term basis shall not lose his/her accumulated seniority as a result of such refusal; however, an employee who refuses twice to report for work on a temporary basis shall lose his/her accumulated seniority as a result of such refusal to report for work.
8. Where an employee refuses twice to report for short-term or temporary work of more than five (5) working days in length, the Company shall be under no obligation to recall the employee in respect of future work of a short-term or temporary nature.
9. The Company shall, in writing, notify the Union of the name, the type of recall, the duration, the functional group and the job of each employee recalled by this Agreement as much in advance as possible to the recall. The Union shall also be provided with a copy of the notification to the employee, as described in Paragraph 6, at the same time as the employee.
10. Employee benefits which were suspended as a result of the initial lay-off shall not be reinstated as a result of a short-term or temporary recall, however, an employee who is either on short-term or temporary recall and not receiving Company benefits shall receive six (6%) percent of earned wages in lieu of all fringe benefits.

Memorandum of Agreement - 2

Workweek Averaging

Employees will be availed with the option of workweek averaging by submitting their desire to volunteer on the appropriate prescribed form. Where an employee agrees to work on a volunteer basis, the following terms and conditions will apply:

1. Each week that will be affected by the averaging of hours will be agreed to by both the Company and the employee.
2. At no time shall the workweek be compensated at less than forty (40) hours in one week as defined in Article 8.1 of the Collective Agreement and that the normal application of this clause will be four (4) days of ten (10) hours. However, these days may be altered to meet a specific need. Overtime at the 2x rate will apply at the 10th hour.
3. After a week of averaging hours has been agreed to, any substantial change in the days worked will be subject to the following conditions:
 - (a) The employee may request the week revert to a normal forty (40) hour week and that all overtime be applied at the normal rates.
 - (b) Request the additional days worked be paid at the normal rate prescribed in Article 8.3 for either the first or second day off.
4. This Agreement shall remain in full force and effect until March 31, 2002 but may be cancelled by either Party at any time for bona fide reasons, with three (3) weeks notice of such cancellation. It is agreed by both parties that every effort should be made to settle disagreements as pertaining to this memorandum and therefore, prior to giving three weeks notice of cancellation, there will be meetings between the Company and the Union in an effort to resolve the disagreement.

LETTER OF UNDERSTANDING

Voluntary Severance Option

Where notice of lay-off, resulting from technological change and/or the transfer, contracting or assigning of work to other than bargaining unit employees has been given, voluntary severance option provisions set forth herein shall apply:

- i) A notice of lay-off shall be given to the employee(s) to be laid-off having regard to the lay-off provisions of the Collective Agreement.
- ii) An employee who has been given notice of lay-off and who has a right to do so under the Collective Agreement may exercise his/her seniority (bumping) rights, in writing, within five (5) calendar days after having been given notice of lay-off.
- iii) Any employee assigned to a functional group in respect of which a lay-off notice has been given, and who has not been given notice of lay-off, may offer to accept a voluntary lay-off, thus avoiding the lay-off of an employee who had initially been given notice of lay-off
- iv) An employee offering to accept a voluntary lay-off shall advise the Company, in writing, of his/her desire to do so within a period of five (5) calendar days after notice has been given pursuant to paragraph (i) hereof.
- v) An employee who is permitted to exercise the voluntary severance option shall be paid severance pay based on his/her length of employment, and not on the basis of the length of employment of the employee who was initially given notice of lay-off.
- vi) The Company will only refuse to permit an employee to exercise the voluntary severance option where there is a bona fide operational reason for doing so.

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

FOR THE COMPANY:

Patrick O'Hara,

General Manager

Sue Galloway,

Business Manager

Mike Katrycz,

News Director

FOR THE UNION:

David Lewington

National Representative

Tony Pooley,

President, Local 1100

Larry Fay

Vice-President, Local 1100

Steve Steen

Steward, Local 1100

Harry Carson

Steward, Local 1100

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