

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

**IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF CANWEST GLOBAL COMMUNICATIONS CORP.  
AND THE OTHER APPLICANTS LISTED ON SCHEDULE "A"**

Applicant

**MOTION RECORD  
OF THE COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA  
(Motion Returnable October 27, 2009)**

**VOLUME 2**

October 22, 2009

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**TO: SEE ATTACHED SERVICE LIST**

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affidavit of Peter Murdoch  
sworn before me, this 21<sup>st</sup>  
day of October 2009

  
A COMMISSIONER FOR TAKING AFFIDAVITS

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COLLECTIVE AGREEMENT

Between

GLOBAL COMMUNICATIONS LIMITED  
(GLOBAL TELEVISION NEWS)

-and-

COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA



OCTOBER 1, 2003

To

SEPTEMBER 30, 2006

08958(06)

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**THIS AGREEMENT**

**BETWEEN:**

Global Communications Limited  
(in respect of Global Television  
News in Toronto and Ottawa)  
hereinafter referred to as the  
"Employer"

Party of the First Part,

**AND:**

Communications, Energy and  
Paperworkers Union of Canada,  
hereinafter referred to as the  
"Union"

~~Party~~ of the Second ~~Part~~.

\* \* \* \* \*

**ARTICLE 1**

Intent

**1.1** It is the purpose of this Agreement, in recognizing a common interest between the Employer and the Union in promoting the utmost cooperation and friendly spirit thereby creating a productive, efficient, and harmonious working environment between the Employer and its employees to set forth conditions covering 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 disposition of

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grievances. To this end, this Agreement is signed in good faith by the two parties.

## ARTICLE 2

### Definitions

**2.1** The term "employee" as used in the Agreement shall mean employees included in the bargaining unit as described in Article 3.2. Wherever in the wording of this Agreement the masculine gender is used, it shall be understood to include the feminine gender.

**2.2** The term "Employer" shall mean Global Television News in Toronto and Ottawa.

**2.3** The term "Company" shall mean Global Communications Limited.

**2.4** All employees covered by this Agreement shall be considered full-time employees of the Employer, except for employees whose employment comes within another definition as set forth herein.

**2.5** The term "part-time employee" shall mean a person who is hired on a regular recurring and continuous part-time basis with a minimum four (4) hour tour of duty. Except where unusual or unforeseen circumstances prevail part-time employees shall work less than forty (40) hours per week and not more than five (5) days per week to an average of twenty-eight (28) hours actually worked during any eight (8) week period. Where a part-time employee accepts employment as a "temporary employee", the hours

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worked as a temporary employee shall not be included for the purposes of calculating average hours referred to in the preceding paragraph. At the time of his/her appointment to a temporary position, the part-time employee shall be advised of the anticipated duration of the appointment.

The provisions of this Agreement shall apply to part-time employees only to the extent as specially set forth in Appendix "A" hereto.

**2.6** The term "temporary employee" shall mean a person who is hired for a given term of employment, or who is hired on an irregular basis or who is hired to cover child care leaves, vacation leaves or any other leaves, or for employment during peak load periods.

The provisions of this Agreement shall apply to temporary employees only to the extent as specifically set forth in this Agreement and as set forth in Appendix "A" hereto.

**2.7** The term "independent person" shall mean a person who is self-employed and/or is employed by another party and who provides services to the Employer on a contractual basis and who is not economically dependent solely upon the Employer. Such persons are not subject to the provisions of the Agreement. The Employer shall not utilize independent persons for the purpose of reducing the number of existing full-time employees or for the purpose of avoiding the recall of an employee on lay-off.

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**2.8** It is agreed and understood that the Employer will not use part-time or temporary employees for the express purpose of eliminating or replacing existing full-time employees or to avoid the recall of employees from lay-off.

**2.9** The term "probationary employee" shall mean those full-time employees employed during the first three (3) months of continuous service with the Employer (in respect to part-time and temporary employees, their probationary term will equal 520 hours worked), provided that the Employer may extend the probationary period up to a total of six (6) months from the date of hiring (or an additional 520 hours worked for a part-time or temporary employee). The employee and the Union shall be advised of any such extension in writing and the reasons therefor. If requested to do so the Employer will meet with the employee and the Union to discuss the reasons for the extension. Absence from work by probationary employees for personal or health reasons shall increase their probationary period by the time absent.

**2.10** Where the Employer intends to terminate a probationary employee during the probationary period or any extension thereof, the reason therefor, shall be furnished to the employee and the Union if such reason is requested. If requested to do so, the Employer will meet with the employee and the Union to discuss the reason for its intention. It is understood that the Employer may terminate a probationary employee during the probationary period or any extension thereof, and such termination shall be deemed to be for just cause.

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**2.11** The term "job classification" shall mean a specific job and not a group of jobs.

**2.12** The term "Agreement" shall mean this Collective Agreement.

**2.13** The term "Management Supervisor" shall mean a person who is not covered by this Agreement.

**2.14** The term "basic hourly rate" shall mean the employees' basic hourly rate calculated as in Article 42.9 of this Agreement.

**2.15** Where volunteers *and/or* student placements are performing work within the bargaining unit, they shall be considered as extra persons and shall not be subject to the terms of this Agreement. The Employer shall not utilize volunteers *and/or* students for the purpose of avoiding the utilization of full-time existing employees. Where such persons are scheduled not as extra persons they shall be assigned to Appendix "A", Part-time and Temporary.

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ARTICLE 3

Bargaining Unit

**3.1** The Employer recognizes the Union as the exclusive bargaining agent for all persons employed in the Unit defined by the Canada Labour Relations Board in its decision of May 2, 1988, certifying NABET, and its amendment of October 26, 1995, certifying CEP as the successor bargaining agent, and any amendments thereto as mutually agreed by the Parties or as specified in Article 43.

**3.2** The employees covered by this Agreement shall be:

"all employees of Global Television News employed in Toronto, and Ottawa, excluding: vice-president news and information programming, news director/executive producer news, sports director, general manager news and current affairs, executive producer information programming, executive producer news and information programming, manager production administration and finance, production manager Toronto, unit manager, administrative assistant to manager production administration and finance, executive secretary to general manager news and current affairs, administrative assistant to vice-president news and information programming, Ottawa bureau chief, news operations manager Ottawa, engineering and maintenance department Ottawa, senior producer writers, producer writer Ottawa, assignment editor, supervising librarian, supervising editor Toronto, supervising creative director, supervising director,

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supervising cameraman Toronto, senior writer, administration co-ordinators, administrative assistant to unit manager and anchors."

#### **ARTICLE 4**

##### **Management Rights**

**4.1** The Union acknowledges that the Employer has the exclusive right to manage the affairs of the Employer and that all rights shall remain exclusively with the Employer except as modified by a provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer:

- (a) to set the broadcasting and editorial policies and broadcasting standards of the Employer;
- (b) to hire, promote, demote, lay off, transfer and reclassify employees; and also the right of the Employer to discipline, suspend or discharge any employee for just cause, provided that a claim by an employee who has acquired seniority, that he/she has been disciplined, suspended or discharged without just cause, may be the subject of a grievance and dealt with as hereinafter provided.

**4.2** The Union further acknowledges the right of the Employer to operate and manage its business, control its properties and maintain order on its premises in all respects in accordance with its commitments and responsibilities. The direction of the working forces,

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the **amount and type of supervision necessary**, the number and types of machines and technical equipment, procedures and standards of operations, the content of programs, judgement and evaluation of personnel qualifications, the right to decide on the number of employees needed by the Employer at any time, operating schedules and the selection, procurement, design and engineering of equipment, which may be incorporated into the Employer's plant, including the change of any or all of the foregoing from time to time, control over all operations, buildings, machinery, equipment and employees, are solely and exclusively the responsibilities of the Employer.

**4.3** The Union further acknowledges that the Employer and the Company have the right to make, alter and enforce, from time to time, Employer rules and regulations to be observed by employees, but before implementing any new rules and regulations, the Employer will discuss any new rules and regulations with the Union.

**4.4** The Employer shall not exercise its rights so as to be in contravention of the specific provisions of this Agreement.



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## ARTICLE 5

### Membership and Dues

**5.1** All employees of the Employer may become members of the Union and may continue to remain members in good standing; or they may elect not to become members of the Union or elect not to remain members in good standing, but no employee as a condition of employment shall be required to become or remain a member in good standing.

**5.2** During the term of this Agreement the Employer agrees to deduct monthly from the salaries of the employees in the bargaining unit an amount equal to the regular Union dues as levied by the Union, as a condition of employment, of every employee of the Bargaining Unit beginning with the date of hiring in the Bargaining Unit. The present rate of deductions is equal to one and two-thirds percent (1.666%) of regular salary and the same percentage shall be deducted on all additional earnings.

The Employer will be notified thirty (30) days in advance by registered mail of any change in the present rate of deductions, provided however that the Employer shall not be required to change the rate more often than twice during any Collective Agreement year.

**5.3** The Employer agrees to remit the monies so deducted to the Union, monthly by cheque in Canadian Funds. The Employer shall remit such dues by the 15th of the month following the month for which the dues are deducted, and shall include with such remittance a

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statement showing the names of employees from whom deductions have been made, the respective amounts deducted in respect of regular salary and in regards to additional earnings during the period, and the employees within the bargaining unit who have left or joined the Employer since the last payment.

**5.4** Each year the Employer will indicate the total amount of union dues deducted at source and forward to the employee for the calendar year in question **on** his/her T-4 and/or T4A income tax slips issued to employees.

## **ARTICLE 6**

### **Notices to Union**

**6.1** The Employer shall mail to the Union Office:

- (a) Within five (5) days (excluding Saturdays, Sundays and Holidays) notice of hiring, dismissal, suspensions, demotion, promotion, or transfer (except temporary promotions or transfers).
- (b) Notice of extension of probationary period.
- (c) Any disciplinary action placed **on** an employee's file, unless the employee requests in writing that the same not be sent.
- (d) Any notice pertaining to the application or agreed interpretation of this Agreement;

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- (e) The Employer will furnish a seniority list to the Union upon being requested to do so, but such requests shall not be made more frequently than once every twelve **(12)** months.

**6.2** A new employee shall be provided with a copy of the Agreement, and a written statement from the Employer indicating his/her basic hourly rate of pay and classification.

#### **ARTICLE 7**

##### **Union Access to Premises**

**7.1** A Representative of the Union who wishes access to the Employer's premises to carry out inspections or investigations pertaining to the terms and conditions of this Agreement shall make his/her request for access to the Employer not later than twenty-four **(24)** hours in advance. The twenty-four **(24)** hour time period may be waived by mutual agreement between the Union Representative and the Employer.

**7.2** Request for access as in this Article shall not be unreasonably denied.

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## ARTICLE 8

### Union Use of Bulletin Boards

**8.1** The Employer agrees to the posting by the Union on a designated bulletin board of announcements regarding elections, meetings, negotiation developments and the internal affairs of the Union, provided such notices are authorized by the Employer. Such authorization will not be unreasonably withheld.

## ARTICLE 9

### Leave for Union Activities

**9.1** Subject to operational requirements, the Employer will grant a leave of absence without pay for not more than four (4) employees at any one time, not to exceed five (5) consecutive days at any one time, so that the employee(s) may attend Council Meetings, education seminars, and Labour Conventions. The aggregate leave granted under this Article 9.1 shall not exceed thirty-two (32) days in any calendar year. A request for such leave shall be submitted at least fifteen (15) days in advance.

**9.2** Upon request by the Union, the Employer agrees to release up to four (4) employees named by the Union without loss of regular pay or earned benefits to attend negotiations meetings with the Employer. The obligation of the Employer to provide the leave without loss of regular pay or earned benefits shall cease upon an application having been made by either party for the appointment of a Conciliation Officer.

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When naming the employees to attend at negotiations with the Employer the Union shall take cognizance of the operational and business requirements of the Employer. It is recognized that the scheduling of such meetings is subject to mutual agreement.

**9.3** Upon request by the Union, the Employer agrees to release without loss of pay at the basic hourly rate or benefits, three (3) employees named by the Union in order to attend grievance meetings with the Employer as provided in Article 11, or for attendance at other meetings (except for meetings relating to negotiations) scheduled with the Employer. Any time spent in such meetings shall not be considered for the purpose of determining overtime pay, if the meetings extend beyond a normal tour of duty.

**9.4** Leave provided for in this Article 9 shall not constitute a break in continuity of service in the computation of seniority or other benefits under this Agreement.

**ARTICLE 10*****No Work Stoppage - No Lockout***

**10.1** The union will not cause, nor permit its members to cause, nor will any member of the bargaining unit take part in a slowdown or a strike, either a sit-down or stay-in or in any other kind of strike or any other kind of interference or any work stoppage whatsoever, either total or *partial*, of any of the Employer's operations during the term of this Agreement.

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**10.2** The Employer will not cause, nor permit its employees to cause, engage in or permit a lockout of any of its employees within the bargaining unit during the term of this Agreement.

**10.3** In the event of a breach of this Article, the adversely affected party shall be left with all the remedies available in law or equity.

#### **ARTICLE 11**

##### **Grievance Procedure**

**11.1** It is mutually agreed that it is the spirit and intent of this Agreement to process and adjust (where appropriate) quickly as possible, grievances arising from the application, administration, interpretation or alleged violation of this Agreement.

**11.2** "Grievance" is defined as an alleged difference over the application, administration, interpretation or alleged violation of this Agreement.

**11.3** In the event of a dispute between any member or members of the bargaining unit and the Employer, an employee shall first give his/her immediate Supervisor an opportunity to deal with the complaint before submitting a grievance in writing. The following shall be the procedure for processing and adjusting grievances:

**Step 1** - The grievance shall be reduced to writing and a copy thereof delivered to the employees' immediate Management Supervisor within ten (10) working days

of the circumstances giving rise to such grievance. A copy shall also be simultaneously delivered to the employee designated by the employees as their Chairman of the Grievance Committee. The Management Supervisor shall give his/her written reply within five (5) working days of receipt of the grievance.

**Step 2** - If the reply of the Management Supervisor does not resolve the grievance, the written grievance may be submitted to the next level of Management designated by the Employer within ten (10) working days of the immediate Management Supervisor's reply at Step 1.

If the Union makes a request for a meeting within ten (10) working days from the date the grievance was submitted at Step 2, the grievance shall be discussed with the designated Management Representatives and the Local Grievance Committee consisting of not more than three (3) members. Such meeting shall take place within ten (10) days of the request for a meeting.

**Step 3** - If the grievance is not settled within ten (10) days after the meeting described in Step 2, the grievance shall be referred to the Vice-president (responsible for the News Operations) or his designee and the Union Office for further discussion and consideration. The referral at this Step shall be made within ten (10) days of the Employer's reply at Step 2.

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In the event that the Representatives of the Employer and the Union cannot reach an agreement, the dispute may, by written notice of either party to the other party, be submitted to final and binding arbitration. The referral to arbitration shall be made within ten (10) days of the Employer's reply at Step 3.

**11.4** Employees shall suffer no loss of pay or benefits while attending grievance meetings with the Employer.

**11.5** The Union may file a policy grievance at Step 2, where the matter is not appropriate to be grieved as an individual grievance.

**11.6** All time limits and procedures found in the grievance and arbitration procedure are mandatory.

**11.7** Any time limit mentioned under grievance and arbitration procedure shall exclude Saturdays, Sundays, Holidays as listed in Article 29.1, and may be extended only by mutual consent in writing between the parties.

**11.8** All grievances shall set out the matter complained of, the specific provisions of the Agreement allegedly violated and the remedy sought.

## **ARTICLE 12**

### **Arbitration**

**12.1** A party referring a grievance to arbitration shall give notice of referral to arbitration in writing by fax or by registered mail. The notice shall contain a copy of the original grievance. Where the arbitration will be by



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a three (3) person board of arbitration, the notice shall contain the name and address of the referring party's nominee to the Board.

**12.2** Within five (5) days of receipt of the notice referred to in 12.1 herein, the other party shall reply by registered mail informing the party referring the grievance to arbitration of the name and address of its nominee to a Board of Arbitration where appropriate.

**12.3** All discharge grievances shall be heard by a single arbitrator. All other grievances shall be heard by a three (3) person Board of Arbitration unless the parties mutually agree in writing to submit any such grievance to a single arbitrator.

**12.4** The selection and appointment of the single arbitrator or the Chairperson of the Board of Arbitration as the case may be, shall be made by the parties within ten (10) days of receipt of the notice of referral to arbitration, and shall be made from the following list drawn by lot.

- 1) Pamela Picher
- 2) Professor Earl E. Palmer
- 3) Professor Brian A. Langille
- 4) Brian Keller**
- 5) Gail Brent

Should the individual appointed in accordance with this article be unable to commence a proceeding within sixty (60) days of his/her appointment the parties may draw the name of another arbitrator/chairperson.

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**12.5** The cost and/or expenses of arbitration shall be borne equally by the Employer and the Union, except that in the case of a Board of Arbitration each party shall bear the cost and/or expenses of its nominee. No party shall be obliged to pay the cost of a stenographic transcript without express consent. The person selected or appointed as single Arbitrator or Chairperson in accordance with the above must agree, before accepting the case, to render an award within thirty (30) days from the date of concluding the hearing.

**12.6** The Arbitrator or Board of Arbitration shall not have the power to change, modify, extend or amend the provisions of this Agreement nor to award costs against either Party but shall have the power to direct, if he/she or the Board thinks proper, that any employee who has been suspended, discharged or otherwise disciplined without proper cause, shall be reinstated with pay or without pay or part pay and with and without any other benefit or part thereof under this Agreement which may have been lost. The Arbitrator or Board of Arbitration may direct, whenever he/she or the Board deems it advisable, that some other penalty or other disciplinary action be substituted.

### ARTICLE 13

#### Expressions of Dissatisfaction

**13.1** An employee shall be notified in writing of any written expression of dissatisfaction concerning his/her work within a period of ten (10) working days of the dissatisfaction becoming known to his/her Management Supervisor. The employee shall be furnished with a

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copy of any such dissatisfaction which may be detrimental to his/her advancement or standing with the Employer. If this procedure is not followed, such expressions **of** dissatisfaction shall not become part of his/her record for use against him/her at any time.

**13.2** The employee's reply to such expression of dissatisfaction, if received within ten (10) working days after he/she has been given notice referred to in Article 13.1 herein, shall become part of his/her record. If such reply is not so received, **as** provided herein, it will not become part of his/her record for the use by him/her at any time.

**13.3** Where it has been determined an expression of dissatisfaction is found to be unjustified, all references to such expression shall be removed from the employee's record and destroyed.

**13.4** An employee may have access to his/her personnel file in the presence of his/her Management Supervisor or a Human Resources Management Department Representative during office hours, once each six (6) months or earlier in the event of a grievance.

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**ARTICLE 14****Seniority**

**14.1** Seniority is defined as the length of continuous full-time employment with the company from the date of last hire.

**14.2** An employee of the Company who is to be transferred or promoted to a job under this Agreement shall at the time of transfer or promotion be credited for seniority purposes with all service time in the employ of the Company.

**14.3** Seniority will accumulate during any approved leave of absence, except as provided in this Agreement. Seniority shall not accumulate during lay-off.

**14.4** Seniority rights of an employee shall cease and he/she shall be deemed terminated for any of the following reasons:

- (a) Leaves of his/her own accord or is retired;
- (b) Is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) Where he/she has not been actively at work within the time period set forth in Article 18.2;
- (d) Fails to return to work upon the termination of an authorized leave of absence without a valid excuse, uses a leave of absence for purposes other

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than those for which the leave of absence was granted;

- (e) Fails to return to work within seven (7) calendar days from the date of the notice to return was delivered to the employee's last known address.

#### ARTICLE 15

##### Promotions and Transfers

**15.1** Where a vacancy in a full-time permanent position within the bargaining unit is to be filled, it shall be posted for a minimum of seven (7) calendar days prior to permanently filling such vacancy from any other source. The notice of vacancy shall state the classification and primary qualifications required for the position.

**15.2** Promotions and transfers to jobs within the bargaining unit shall be based on qualifications established by the Employer. These qualifications may include, creativity, knowledge, experience, skill, ability, attitude, training and/or education, as well as other relevant factors. Providing that one or more of the applicants satisfactorily meets or exceeds the qualifications, the Employer shall award the position to the best qualified applicant. Company seniority will be considered when evaluating applicants. When the qualifications of two (2) or more applicants are relatively equal Company seniority shall apply. If there is no applicant who satisfactorily meets the qualifications established for the position, the Employer may hire from any source.

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**15.3** The Employer shall act bona fide and in a non-discriminatory manner when establishing qualifications for a job.

**15.4** An employee of the Company who is appointed to a position within the bargaining unit shall upon such appointment be credited with all seniority he/she accumulated since the employee's last date of hire by the Company.

**15.5** An employee promoted or transferred to fill a vacancy in another classification shall be on a trial period in such classification for a period of up to three (3) months (i.e., 90 calendar days). The Employer may, at any time during this trial period, return the employee to the former classification with no loss of seniority. At the conclusion of a successful trial period the employee will be advised in writing that the promotion or transfer has been made permanent.

**15.6** No employee shall be permanently transferred or assigned to a position outside of the bargaining unit without his/her consent, and the employee will not be penalized for such refusal.

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**ARTICLE 16****Dismissal, Suspension and Discipline**

**16.1** The discharge or suspension of an employee or any disciplinary action taken against an employee shall be for just cause.

**16.2** An employee shall be informed of the Employer's decision to discharge or suspend him/her by notice in writing.

**16.3** The decision set forth in such notice may be subject to the grievance procedure as set out in Article 11 of this Agreement.

**ARTICLE 17****Lay-offs**

**17.1** The Employer shall advise the Union and the employees concerned at least four (4) weeks in advance in the case of lay-off of employees with twelve (12) months or more seniority, and two (2) weeks in the case of employees who have completed their probationary period, and who have less than twelve (12) months of seniority.

**17.2** When lay-offs of employees are to be made, the Employer shall determine the number of employees to be laid off and the jobs and functions affected.

**17.3** When employees are to be laid off such lay-offs shall first be determined in inverse order of the jobs

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affected. Where, in the Employer's opinion, the senior employee within the job classification affected best meets the qualifications for the remaining job or jobs, the senior employee shall be retained.

**17.4** An employee about to be laid off and who is qualified to perform another job, may apply to have his/her seniority applied to another job. Where the employee applying, in the Employer's opinion, is at least then as qualified as the other and less senior employee, the senior employee may exercise his/her employee seniority. An employee applying to have his/her seniority apply to another job shall apply within five (5) days (exclusive of Saturday, Sunday and statutory holidays) from the date of being advised of the lay-off.

**17.5** While an employee who has two (2) or more years' seniority is laid off, the Employer shall pay one hundred percent (100%) of all the premium costs of the employee's medical and group insurance benefits (except for long term disability coverage) as contained in Article 22 for a period of up to six (6) months. If an employee otherwise has such benefits during the said period, this provision shall not apply. The medical and group insurance benefits (except for long term disability) contemplated by this Article 17 are those benefits which the employee enjoyed at the time of lay-off.

**17.6** An employee who has exercised his/her seniority and moved to another job classification at the time of layoff shall have the right to return to his/her former job should a full time vacancy occur within twelve (12)



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months following his/her layoff and provided he/she is qualified.

**17.7** An employee who exercises his/her seniority pursuant to Article 17.4 shall continue to receive the salary he/she had been receiving in the higher job classification for a period of three (3) months. Thereafter he/she shall be assigned to the same level on the lower applicable salary scale as he/she was previously assigned. For the purposes of progression up the lower salary scale the employee's next anniversary date shall be one (1) year from his/her assignment to the lower salary scale.

#### **ARTICLE 18**

##### **Recall From Lay-off**

**18.1** When a permanent full-time vacancy occurs in a job for which a laid-off employee is qualified, the Employer agrees to rehire in the inverse order of lay-off, those employees who were laid off. The Employer agrees to notify the employees concerned by registered mail or personally delivered mail to the laid-off employee's last known address. The employee must return to work within seven (7) days from the date the notification referred to herein was delivered.

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Where an employee who is on lay-off accepts a temporary position, of three (3) months or more, with the Employer during lay-off, the employee shall retain his/her seniority rights during the temporary employment period, but the temporary employment shall not extend the period of the employee's recall rights.

**18.2** A laid-off employee shall retain his/her seniority and right of recall for a period of twelve (12) months from the date of his/her lay-off. A laid-off employee's recall rights will be maintained if he/she refuses recall to a job offer of a lower grouping than that he/she previously held. Recall rights are lost if an employee who has accepted a recall fails to report to work as stipulated.

**18.3** Employees recalled under this Article 18 shall be credited with their seniority at the time of being laid off.

## **ARTICLE 19**

### **Technological Change**

**19.1** The provisions of this Article 19 are intended to assist employees affected by a technological change as herein defined, to adjust to the effects of such change.

**19.2** In this section "technological change" means:

- (a) The introduction by the Company or the Employer into its work, undertaking or business of equipment or material of a different nature or kind than that previously

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utilized by it in the operation of the work, undertaking or business; and,

- (b) A change in the manner in which the Company or the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

**19.3** 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:

**19.3.1** The Company or the Employer 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:

- (a) The nature of the technological change;
- (b) The date upon which the Company or the Employer proposes to effect the change;
- (c) The approximate number and type of employees likely to be affected by the technological change;
- (d) The effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected.

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**19.4** Upon receipt of such notice by the Union, the parties shall arrange a meeting or meetings for the purpose of conducting discussions. The job classifications and the names of employees likely to be affected shall be furnished to the Union.

**19.5** An employee who is displaced through technological change may:

(a) Seek to invoke any seniority job rights he/she holds pursuant to the Agreement;

or

(b) Avail himself/herself of any training program offered by the Employer which provides re-training for employees so affected;

or

(c) Accept severance pay as hereinafter provided.

**19.6** Where an employee has been displaced through technological change and where there is a reasonable expectation that the employee would be able to perform satisfactorily in another job after a reasonable training period, the Employer will provide reasonable re-training.

**19.7** Severance pay as contemplated by this Article 19 shall be based on three (3) weeks' pay for each year of continuous service with the Employer, to a maximum of

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fifty-two (52) weeks, prorated to the nearest full month of employment.

**19.8** The severance payment as in Article 25.1 shall be deemed to include any severance payment required pursuant to any statute. Acceptance of severance pay will be classed as a voluntary resignation with termination of the employee's seniority and employment rights.

**19.9** Notwithstanding that a "technological change" may not cause the procedure set forth in Article 19.3 to become operative, where the Company introduces, replaces and/or modifies equipment which results in the lay-off of an employee, Section 19.5 only shall apply to the affected employee. The Company shall nonetheless give as much notice in advance of the lay-off to the Union and to the affected employee as is reasonably possible. In any event, such notice shall not be less than the notice provided for in Article 17.1 of the agreement.

**19.10** In recognition of the above provisions, it is understood that Sections 52, 54 and 55 of the Canada Labour Code, ~~Part I~~ do not apply to the Employer or the Union.

## **ARTICLE 20**

### **Sick Leave**

**20.1** The existing sick leave policy of the Company will continue to be in effect for employees covered by this Agreement.

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**20.2** The existing policy is that employees who are absent from work due to a bona fide sickness or bona fide accident are paid while absent on the following basis:

3 months but less than 1 year	<b>100%</b> for 2 weeks <b>75%</b> for <b>13</b> weeks
1 year but less than 2 years	100% for 4 weeks <b>75%</b> for <b>11</b> weeks
2 years but less than 3 years	100% for 6 weeks 75% for 9 weeks
3 years but less than 4 years	100% for 8 weeks <b>75%</b> for 7 weeks
4 years but less than 5 years	100% for 10 weeks 75% for 5 weeks
5 years and over	<b>100%</b> for <b>15</b> weeks

**20.3** In the event that an employee is unable to report to work due to illness or accident, he/she shall notify his/her immediate Supervisor or the Department Head as quickly as possible.

**20.4** The Employer may require an employee to provide medical evidence to the effect he/she is unable to work because of illness or an accident.

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**20.5** The Employer may require an employee to undergo a medical examination by a medical doctor of its choice and at its expense. This may be required when it is necessary to determine the cause of absenteeism or establish the state of health of a particular employee, or **as** a safeguard for other members of staff. At the time of the examination, the employee will be advised whether he/she is well enough to return to work. If the employee so requests in writing, the results of an examination will be conveyed to the employee's personal physician.

#### ARTICLE 21

##### Leave For Child Care Responsibilities

**21.1** Employees shall be entitled to leave for child care responsibilities as set forth in the Canada Labour Code, which provisions are attached hereto as Appendix B. Employees who are absent for child care leave **as** set forth in the Canada Labour Code shall have one hundred percent (100%) of the premium cost of medical and group insurance benefits (except for Long Term Disability) paid for by the Employer during the period of such child care leave.

**21.2** A female employee who is absent from work during the seventeen (17) week maternity leave period, or any part thereof, shall have one hundred percent (100%) of the premium costs of medical and group insurance benefits (except for Long Term Disability) to a maximum of seventeen (17) weeks paid for **by** the Employer. The medical and group benefits (except for Long Term Disability) contemplated by this Article 21

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are those benefits which the employee enjoyed at the time of leave. A female employee eligible for maternity leave will receive an amount equal to ninety-five percent (95%) of her base pay for two (2) weeks of the maternity/adoption leave coinciding with the EI waiting period after the employee submits proof that she has applied and qualified for EI benefits. The normal deductions from the pay for the two (2) weeks shall be deducted at source.

**21.3** A male employee shall be granted three (3) consecutive days off work with full regular salary starting immediately after the birth of a child, or immediately after his spouse is released from hospital.

## **ARTICLE 22**

### **Medical, Group Insurance and Pension Plans**

**22.1** During the term of this Agreement there shall be the following "plans":

**Required**

Group Life Insurance  
 Basic Accidental Death and Dismemberment Insurance  
 (A,D&D)  
 Long Term Disability  
 Pension Plan  
 Health Plan (except spousal exemption)  
 Dental Plan (except spousal exemption)



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**Optional**

Optional Life Insurance  
Dependent Life Insurance  
Optional Accidental Death and Dismemberment  
Insurance

**22.2** Premium costs in respect of the plans identified in Article 22.1 shall be paid or shared on the same percentage share basis as was the policy in effect at the time of signing this Agreement.

**22.3** Any conflict between the details set forth in this Agreement and the plans shall be resolved on the basis of the insurers' policies pertaining to the Employer in respect of the plans.

**22.4** Eligibility for coverage under the plans shall be as set forth in the insurers' policies.

**22.5** 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.

**22.6** Employees enrolled in the Pension Plan shall receive a statement in accordance with the Pension Benefit Standards Act.

### ARTICLE 23

#### Bereavement Leave

**23.1** Where an employee is required to be absent due to the death in his/her immediate family (i.e., legal guardian, mother, father, spouse, brother, sister, child, father-in-law, mother-in-law, grandparent, common-law partner or any relative permanently residing in the employee's household or where the employee resides), he/she shall be granted a leave of absence with regular salary on any of his/her scheduled working days that occur during the three (3) days immediately following the day of the death.

**23.2** When an employee is required to be absent due to a death of a brother-in-law, sister-in-law, aunts or uncles, he/she shall be granted leave of absence with regular salary for two (2) days at the discretion of the Employer.

**23.3** At the Employer's discretion additional leave with or without salary may be granted for the purpose of travel, and in mitigating circumstances.

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#### **ARTICLE 24**

##### **Jury and Witness Duty**

**24.1** Employees called to serve on juries, or to obey a crown subpoena shall receive their regular salaries during such periods, less the amount they receive in payment for such duty, provided the employee returns to work if he/she is released from jury duty prior to the commencement of the second half of his/her tour of duty. An employee serving on a jury or obeying a subpoena will not be assigned to work on evenings or weekends during such service.

#### **ARTICLE 25**

##### **Severance Pay**

**25.1** An employee who has completed one (1) year of service and who is terminated or released through no fault of his/her own shall be paid severance pay based on three (3) week's salary for each year of service to a maximum of fifty-two (52) weeks. With respect to incomplete years the severance pay shall be on a pro-rata basis calculated to the nearest month. The Employer may in its sole discretion on an individual by individual employee basis provide a greater severance benefit than set forth in this Article 25.

**25.2** Severance payments as in Article 25.1 shall be deemed to include any severance payment required pursuant to any statute or any other severance payment under this agreement.

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**25.3** An employee who is terminated or released from his/her regular job and who is offered employment of a related nature with the Company and without any reduction in salary, and refuses such offer, shall not be entitled to severance pay. Notwithstanding the foregoing an employee shall be entitled to severance pay where he/she refuses a permanent transfer from one location to another (i.e., from Ottawa to Toronto or vice versa) and who is terminated or released as a result of such refusal.

**25.4** Acceptance of severance pay at any time shall be deemed to be a forfeiture of seniority rights, and there shall be no entitlement to recall or re-employment.

**25.5** An employee who at the time of lay-off had elected not to accept severance pay, may at any time during his/her recall period give notice to the Employer of his/her decision to now accept severance pay, and in such case, within a period of ten (10) days from receipt of the said notice, the employee shall be paid all severance pay accumulated to the date of his/her lay-off.

## **ARTICLE 26**

### **General Provisions**

**26.1** Save and except for Article 15.6, nothing in this Agreement or otherwise shall be construed or interpreted as any limitation or restriction whatsoever on the Employer's practice or right to permanently or temporarily transfer personnel from one Department or

operation of the Company to another Department or operation of the Company.

Where a temporary transfer affects an employee who is normally within the bargaining unit, the provisions of this Agreement shall continue to apply. Where the temporary transfer affects an employee of the Company who is not normally within the bargaining unit the Agreement shall not apply during the period of the temporary transfer.

**26.2** The parties recognize that various equipment, material and functions are operated, used or performed as the case may be, by employees who are covered by this Agreement, and by others who are not covered by this Agreement. Nothing in this Agreement or otherwise shall be construed or interpreted so as to in any way constitute a restriction or limitation whatsoever on the aforementioned.

**26.3** No employee shall engage either directly or indirectly in activities or work which is similar in nature to any of the activities or business engaged in by the Company except with the prior written approval of the Employer.

**26.4** 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 appropriate management supervisor.

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**26.5** The employees shall enter into such waivers, assignments and/or agreements as may be deemed necessary by the Employer in respect to such matters pertaining to patent, copyright or trademark matters or any such other matter which will permit the Employer to meet its broadcasting requirements pursuant to any statute.

#### ARTICLE 27

##### Transportation and Travel

**27.1** The Employer agrees to reimburse each employee for all authorized travel and/or approved business expenses and for appropriate parking expenses, and other justifiable miscellaneous business expenses where approved by the Employer and which are in connection with their assignments, upon completion of the prescribed form accompanied by supporting receipts wherever possible and provided the travel or business expenses are approved by the Employer. Where out-of-town travel is assigned in advance the employee must obtain prior approval of the Employer regarding travel expenses wherever it is practical to do so.

**27.2** The parties recognize there are business and other operating requirements which necessitate the occasional use of an employee's automobile in the execution of his/her duties. If an employee is authorized by the Employer to use his/her own automobile for transportation in connection with the Employer's business, he/she shall be reimbursed at the rate of thirty-six cents (.36) per kilometer. The use of an

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employee's automobile on Employer business is not compulsory, and he/she may decline to do so under normal circumstances, however, in the case of an emergency an employee's agreement to use his/her car will not be unreasonably withheld.

**27.3** The Employer shall not be responsible for violations or fines, or insurance deductibles attributable to the employee's negligence. Where in the use of his/her vehicle in connection with the Employer's business, an employee becomes involved in an accident and the damage to his/her vehicle cannot be recovered from another person or persons, the Employer will pay up to a maximum of five hundred dollars (\$500) for all or part of the damage costs to the employee's vehicle. The Employer will not make any payment where the damage results from the employee's negligence.

**27.4** Where the Employer makes a vehicle available to an employee for use in the performance of his/her duties, the Employer shall absorb all business operating and insurance costs. Such vehicles shall normally be available at the Employer's premises, and except where prior approval to do otherwise has been granted, by the Employer, vehicles shall be returned to the Employer's premises at the completion of the employee's tour of duty.

**27.5** A member of an ENG camera crew who normally in the course of his/her duties has a vehicle available to him/her shall be provided with a cash advance of thirty dollars (\$30.00) for the purpose of paying justifiable miscellaneous business expenses associated with the assignment.

**27.6** An accounting of such business expenses shall be submitted to the Employer on the prescribed forms supported by receipts at any time during the work week. The member of an ENG camera crew provided with a cash advance shall be reimbursed for all approved business expenses as soon as reasonably possible after the forms and receipts have been submitted.

**27.7** When employees are required to end a tour of duty due to unscheduled overtime at a time when their public transportation is not available, transportation will be provided to the nearest point where the appropriate public transportation is available. In any instance where personal safety is a concern, the Employer will provide or pay for transportation from the point where the public transportation ends to the employee's residence.

**27.8** Employees working on assignments outside their local area during their assigned meal period, where overnight accommodation is not required, or in the case of employees who are on assignment at a location within their local area designated by the Employer as a "locked-in" location shall receive a meal allowance in respect of each such assigned meal period as follows:

	From Jan. 1/2005	From Jan. 1/2006
Breakfast	<b>\$11.50</b>	<b>\$11.50</b>
Lunch	15.00	<b>15.50</b>
Dinner	27.00	27.00
Subsequent	10.50	<b>10.50</b>



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The said meal allowance shall not be paid where an adequate meal is supplied. Not more than two (2) meal allowances shall be paid in respect of any ten (10) hour consecutive period.

**27.9** Employees working on "overnight" assignments shall receive a per diem hourly allowance to cover the cost of meals and miscellaneous expense as follows:

From January 1, 2005, three dollars and fifty cents (\$3.50) per hour to a maximum of sixty-two dollars (\$62.00) per 24-hour period.

When adequate meals are supplied the cost of the per diem allowance shall be reduced by the cost of each adequate meal so supplied to a maximum of the following amounts.

	From Jan. 1/2005	From Jan. 1/2006
Breakfast	\$11.50	\$11.50
Lunch	15.00	15.50
Dinner	27.00	27.00
Subsequent	10.50	10.50

The Employer shall continue the practice of providing higher per diems for out-of-country assignment where it is appropriate to pay higher per diems.

**27.10** The allowances mentioned in Article 27.9 shall be in addition to the following allowable business expenses:

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- (a) **The cost of air transportation**, economy or charter airfare, rail transportation (chair or parlour car seat) or mid-cost rental auto transportation, (or appropriate vehicles for the transportation of equipment, if applicable). All transportation arrangements will be made by the Employer unless the employee is authorized to make his/her own arrangements.
- (b) The Employer will provide where transportation is not otherwise arranged by the Employer, taxis and airport limousine service between the Employer's location or the employee's residence (whichever is appropriate in the circumstances) and railway station or airport at point of departure and return, and between railway station or airport and hotel, if transportation is not supplied. At the point of destination transportation will also be provided between job sites and hotel and return.
- (c) The cost of gratuities in loading, unloading, or temporary storage of equipment.
- (d) The cost of communications required for Employer business. The cost of a five (5) minute call home on the first day and a five (5) minute call home every second (2nd) day thereafter on "out-of-town" assignments. The Employer reserves the right to limit the duration and frequency of calls on overseas assignments.

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- (e) Suitable single occupancy accommodation (room rate only). All accommodation arrangements will be made by the Employer unless the employee is authorized to make his/her own arrangements.

**27.11** Where an employee requires an advance to cover travel and location business expenses he/she will apply for such advance as far in advance of his/her departure as reasonably possible. An accounting of any such expenditures with receipts, will be submitted on prescribed forms within five (5) working days of an employee's return to his/her normal place of work on completion of each assignment for which the advance was provided. The employee shall be reimbursed for any approved business expenses within two (2) weeks of the submission of the completed prescribed forms to the Employer. If such forms are not submitted within ten (10) working days of the employee's return, unless an extension is granted by the Employer, the Employer shall have the right to deduct such advance, from the employee's pay in the subsequent payroll period(s).

**27.12** For compensation purposes, employees engaged in travelling shall be credited with all time consumed when travelling on an assignment for the Employer. When an employee travels on a common carrier between the hours of 8:00 a.m. and 12:00 midnight, local time, full time shall be credited with a maximum of eight (8) hours of travel in any twenty-four (24) hour period. The following shall also apply:

- (a) From one (1) hour (and up to a maximum of two (2) hours where prior authorization has been given) prior to the scheduled time of the carrier's

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departure when the employee leaves from his/her home for travel by common carrier. When international travel by common carrier is involved, the employee responsible for processing equipment through customs, if the time so spent is not during his paid tour of duty, shall be afforded a further one (1) hour time credit prior to the departure time.

- (b) From the assigned hour of departure from his/her home when an employee travels by automobile direct to the assignment, but the amount of travel time shall not exceed the travel time had the employee commenced his/her travel from his/her normal place of employment to the assignment.
- (c) From the time he/she leaves his/her normal place of employment when the employee reports there before proceeding to travel.
- (d) From the assigned hour of departure from his/her lodging when the employee is using "out-of-town" overnight accommodation.
- (e) When an employee travels 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 time credit shall be allowed. For the purpose of this Article, 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 a suitable sleeping facility. Full time credit will be allowed when travel is

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designated by the Employer on conveyances which do not have suitable sleeping facilities.

**27.13** Time computed for the return travel under the above conditions will be computed in the same manner, except that in the case of travel by common carrier described in Article 27.12 above, such time will be computed only to the arrival time of the common carrier to the return destination. Where, however, on domestic return flights an employee is detained to receive and pick up equipment, etc., he/she shall be compensated for one (1) hour following flight arrival time.

**27.14** Subject to other applicable provisions, when both travel and working time is involved, all hours shall be considered as working time.

**27.15** For the purposes of this Agreement the following definitions of "Local Area" shall apply:

- (a) Toronto based employees - "Local Area" is considered to be any point within a thirty (30) kilometer radius of the Company's offices located at 81 Barber Greene Road, Don Mills, Ontario.
- (b) Ottawa based employees - "Local Area" is considered to be any point within a thirty (30) kilometer radius of the Company's Ottawa Bureau located at 150 Wellington Street, Ottawa, Ontario.
- (c) "Out-of-town location" shall be any point beyond the geographic limits of the "Local Areas" described above.

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**ARTICLE 28**

**Annual Vacations**

**28.1** All employees shall be entitled to and shall receive annual vacations with pay on the following basis:

<b>Years of service as of April 30th of each year</b>	<b>Duration of Vacation in working days</b>
After one (1) year of continuous service to eight (8) years of continuous service	15 days at six percent (6%) of earnings
After eight (8) years of continuous service but less than fifteen (15) years of continuous service	20 days at eight percent (8%) of earnings
After fifteen (15) years of continuous service	25 days at ten percent (10%) of earnings

**28.2** In the event pay day(s) occur during an employee's vacation period, he/she shall, upon request, receive his/her pay cheque prior to going on vacation. Except in the case of last minute vacation scheduling, requests for such advance must be received by the Human Resources Management Department at least three (3) weeks in advance.

**28.3** Employees may take a day or two vacation leave subject to the Employer's approval, provided they have vacation leave to their credit.

**28.4** In the event that a general holiday occurs during an employee's vacation, one (1) day additional for each such general holiday shall be added to the employee's vacation entitlement.

**28.5** An employee who terminates his/her employment or whose employment is terminated during his/her first year of employment shall be paid vacation pay as set forth in the Canada Labour Code.

**28.6** The Employer shall have the right to determine the number of employees who may be released for vacation from any job classification at any one time. Subject to business and operational requirements, employees shall have the right to take vacations at any time and preference shall be given to employees within the job classifications on the basis of Company seniority. Employees who request a vacation period between May 1st and September 30th shall submit their request form in accordance with this Article.

**28.7** On or prior to February 15<sup>th</sup> of each year, employees will be provided with a form prescribed by the Employer on which they are to advise as to their vacation preferences. These forms must be completed and returned to the Employer no later than March 1<sup>st</sup>. A copy of an employee's vacation request will be returned to the employee indicating if the vacation request has been approved by April 15<sup>th</sup> of each year.

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**28.8** Employees who request a vacation outside of the period referred to above shall submit a request, in writing, to their immediate Management Supervisor, at least forty-five (45) days in advance of the start of the requested vacation. The Employer shall inform an employee of his/her vacation period not later than thirty (30) days before the start of the vacation.

## **ARTICLE 29**

### **General Holidays**

**29.1** The following shall be paid general holidays:

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

plus any day duly legislated by the Federal Government as a general holiday. The Civic Holiday is designated as a paid general holiday in lieu of Remembrance Day.



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**29.2** The above nine (9) general holidays in Article 29.1 for compensation purposes are grouped as:

**GROUP A**

Victoria Day  
Thanksgiving Day  
Christmas Day  
New Year's Day

**GROUP B**

Good Friday  
Canada Day  
Civic Holiday  
Labour Day  
Boxing Day

and are paid as follows:

- (a) If the holiday falls **on** a regular working day and the employee is not required to work, he/she shall be paid for eight (**8**) hours at his/her basic hourly rate of pay.
- (b) When a holiday falls **on an** employee's scheduled day off and the employee does not work, he/she shall be scheduled for another day off at his/her basic hourly rate **on** a day immediately prior to or immediately following the employee's scheduled day off during that week, or on a day immediately prior to, or immediately following the employee's scheduled days off during the week preceding or the week following the week the holiday occurred.

Prior to scheduling the day off, the Employer will discuss the employee's preference with the affected employee. A reasonable attempt will be

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made to accommodate the employee's preference. Where the day off has not been scheduled pursuant to the foregoing, one (1) additional day shall be taken at a mutually agreed time between the Employer and the employee, or the employee may elect to be paid for the day at his/her basic hourly rate.

- (c) If the general holiday falls on an employee's regular working day and the employee is scheduled to work, he/she shall be compensated as stated below in regards to that general holiday being a Group A or Group B general holiday.

#### GROUP A

- (d) An employee who works a complete tour of duty of a Group A general holiday shall be compensated at three (3) times the employee's basic hourly rate for the first eight (8) hours worked, with an additional one-half (1/2) times the employee's basic hourly rate being paid for any hours worked after eight (8) hours and to the end of the tour of duty, unless a "day in lieu" is scheduled immediately adjacent to an employee's scheduled days off in the week before, during or after the week in which the Group A general holiday occurred. (Prior to scheduling the day off, the Employer will discuss the employee's preference with the affected employee. A reasonable attempt will be made to accommodate the employee's preference). If a day in lieu is scheduled for a Group A general holiday worked, and another day is credited to the employee's

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annual vacation (to be taken at a mutually agreed time), the employee hours will be claimed at the employee's basic hourly rate for the first eight (8) hours worked on the Group **A** general holiday.

#### Summary

0 - 8 hours	3 times basic hourly rate
8 - to end of shift	3 1/2 times basic hourly rate

#### GROUP B

- (e) An employee who works a complete tour of duty on a Group B general holiday shall be compensated at two and one-half (2 1/2) times the employee's basic hourly rate, for the first eight (8) hours worked with an additional one-half (1/2) times the basic hourly rate for any hours worked after eight (8) hours and to the end of the tour of duty, unless a "day in lieu" is scheduled immediately adjacent to the employee's scheduled day ~~off~~ in the week before, during or after the week in which the Group B general holiday occurred. (Prior to scheduling day off, the Employer will discuss the employee's preference with the affected employee. **A** reasonable attempt will be made to accommodate the employee's preference). If a day in lieu is scheduled for a Group B general holiday, then the employee shall only be compensated at an additional one-half (1/2) times the employee's basic hourly rate for the first eight (8) hours worked on the Group B general holiday. **An** additional one-half (1/2) times the employee's basic hourly rate shall be

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paid for any time worked after eight (8) hours to the end of the tour of duty.

#### Summary

0 - 8 hours            2 1/2 times basic hourly rate  
8 - to end of shift   3 times basic hourly rate

**29.3** When one of the nine (9) general holidays listed above falls on a Saturday or Sunday and the day following is proclaimed a general holiday by the Federal authorities, the corresponding weekday(s) proclaimed shall be deemed to be the general holiday(s) for the purposes of this Agreement.

**29.4** A tour of duty beginning on the eve of a general holiday and continuing into the general holiday shall not be considered as work performed on the general holiday, and a tour of duty beginning on the general holiday and continuing into the day following the general holiday shall be considered as work performed on the general holiday.

**29.5** Before November 15th of each year, employees will advise the Employer in writing of their preference of days off to be scheduled over the Christmas and New Year's holidays.

**29.6** If an employee so requests (unless the Employer 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.

**29.7** Where pursuant to this Article 29 an employee is entitled to take a general holiday at a mutually agreed time and the holiday has not been taken by April 30th of any year, the Employer may elect to pay the employee in respect of the holiday.

### ARTICLE 30

#### Work Week/Tour of Duty

**30.1** A tour of duty shall mean the authorized and/or approved time worked during a day.

**30.2** If work in a tour of duty extends beyond midnight of the day on which it commenced, it shall be considered as falling wholly within the calendar day in which it commenced.

**30.3** Except as otherwise provided herein, the tour of duty which shall apply shall be eight (8) hours and the work week shall be forty (40) hours consisting of five (5) days of eight (8) consecutive hours each, commencing at 12:01 a.m. Monday.

The hours of work per day shall be inclusive of a first meal period of a minimum of thirty (30) minutes.

**30.4** The Employer and the Union recognize that from time to time different work schedules and/or shift patterns are possible that may require modifications of certain provisions of the Agreement. To this end, the Employer will organize such schedules and/or shift patterns with such affected employees which are mutually agreeable to the employees affected and their

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appropriate Management Supervisor. In such cases, scheduled days off, overtime and other applicable provisions of the Agreement will be modified as required.

**30.4.1** Where the agreed schedules referred to herein are contemplated to be a schedule of a continuing nature, the same must be in writing and signed by the Employer and the Local Union prior to implementation.

**30.4.2** Upon the giving of a reasonable period of notice, any such agreed schedule and/or shift pattern may be rescinded by either the affected employees through their Local Union Officer or by their appropriate Management Supervisor.

**30.4.3** Where the Employer wishes to implement a work schedule and/or shift pattern necessitating certain provisions of this Agreement being modified, agreement to do so shall not be unreasonably withheld.

**30.5** Notwithstanding anything in this Agreement to the contrary it is agreed that the existing practice of identifying certain employees to be available on an "on-call" basis may continue as in the past. The assignment of such "on-call" status will be assigned on a rotating basis amongst the employees involved. Employees shall be compensated for such "on-call" hours at a rate of fifteen percent (15%) of their basic hourly rate for each hour while assigned to "on-call" status. In the event an employee is assigned to "on-call" during a general holiday, he/she shall be compensated at fifteen percent (15%) of the applicable rate for that general holiday as set out for 0 - 8 hours in

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Articles 29.2 (d) and (e). The above payment is made for hours of "on-call" status only. Time actually worked will be paid in accordance with the appropriate provisions of this Agreement and in such case the employee shall not be entitled to the "on-call" payment.

**30.6** All hours worked in excess of the hours set forth in Articles 30.3 and 30.4 shall be compensated at the applicable overtime rates.

**30.7** It is agreed that there shall be no pyramiding of overtime.

### ARTICLE 31

#### Days Off

**31.1** Except as may be provided in Article 30.4, there shall be two (2) consecutive days off for each work week which shall be referred to as "scheduled days off". The two (2) scheduled days off may be in separate work weeks, (e.g., Sundays and Monday). The Employer shall continue to make every reasonable effort to schedule the two (2) scheduled days off on weekends as frequently as reasonably possible. However, it is recognized there are specific job functions which, for program continuity or related purposes may require certain personnel to be assigned to work weekends on a regular basis.

**31.2** The work days in any work week need not necessarily be consecutive, they may be separated by the two (2) consecutive days off,

**31.3** Subject to paragraph 2 hereof the Employer shall not schedule an employee to work for more than eight (8) consecutive days, following which he/she shall be scheduled for at least two (2) consecutive days off.

In the case of an out-of-town location and/or in cases where unusual circumstances apply, an employee shall not normally be scheduled for more than ten (10) consecutive days.

**31.4** Two (2) scheduled days off may be separated by a general holiday only when no work is scheduled on that general holiday.

**31.5** Two (2) scheduled days off shall be defined as forty-eight (48) hours plus the turnaround period of twelve (12) hours for a total of sixty (60) hours. Three (3) and four (4) scheduled days off shall be defined respectively as seventy-two (72) hours plus the turnaround period of twelve (12) hours for a total of eighty-four (84) hours and ninety-six (96) hours plus the turnaround period of twelve (12) hours for a total of one hundred and eight (108) hours.

**31.6** Where an employee is scheduled for a day off for an "out-of-town" assignment, he/she shall be paid all per diems and business expenses which would apply had he/she worked on the assigned day off.



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## ARTICLE 32

### Posting of Schedules

**32.1** Each employee's work schedule clearly showing the normal, daily starting times, finishing times and scheduled days off shall be posted no later than 2:00 p.m. on the Friday, two (2) weeks prior to the commencement of the work schedule. However, where circumstances arise necessitating the same, the posted days ~~off~~ may be changed, but not later than 2:00 p.m. on the Friday, one week prior to the commencement of the work schedule.

**32.2** In the event that an employee's work schedule is not posted in accordance with Article 32.1, the previous work schedule shall carry over until a new work schedule ~~is~~ posted.

**32.3** After an employee's work schedule has been posted there shall be no reduction in the number of regular hours scheduled.

## ARTICLE 33

### Change of Work Schedule

**33.1** Notice of change of starting and finishing times shall be given as much in advance as possible, but no later than 2:00 p.m. prior to the day in question.

**33.2** When an employee is on duty, the Employer will be deemed to have given notice when such notice is posted and the Employer has made every reasonable

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effort to reach the employee. If such notice is not given, the employee shall be credited with all hours originally scheduled, plus any additional hours.

**33.3** If the employee is *off* duty, the Employer will notify the employee directly. If the Employer has not been able to notify the employee directly, he/she shall be credited with all hours originally scheduled, plus any additional hours the employee works.

**33.4** Prior to going on leave of five (5) days or more, an employee shall be given a pre-arranged time to report back. This time, however, may be rescheduled later but not earlier than the pre-arranged time. The Employer must make a reasonable effort to notify the employee of such change. The Employer shall be considered to have made a reasonable effort where the employee has been contacted personally or where a registered letter of notification has been mailed to the employee's last known address.

**33.5** It is the responsibility of an employee to report to his/her appropriate Management Supervisor as early as possible as to when he/she will be available for duty following absence due to illness or injury or any approved absence. It is the Employer's responsibility to then or subsequently inform the employee of any change in his/her work schedule.

**33.6** It is the intent of the foregoing to ensure that each employee shall be apprised of his/her daily work schedule at the earliest possible time.

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**ARTICLE 34****Overtime Computation**

**34.1** It is recognized there are business and operating requirements which may necessitate overtime work being performed. The Employer, however, will not require employees to work an excessive amount of overtime.

**34.2** Overtime shall be paid for all time worked in excess of eight (8) hours in any day, at the rate of one and one-half (1 1/2) times an employee's basic hourly rate. Should the hours worked exceed twelve (12) hours in a day, time worked in excess of twelve (12) hours will be paid at two (2) times the employee's basic hourly rate.

**34.3** Where an employee wishes to accumulate and take equivalent time off in lieu of payment for overtime hours, work on a day off or on a holiday, the employee shall record the same on his/her time sheet. Such "time off in lieu" shall be taken at times mutually agreeable to the employee and his/her appropriate Management Supervisor.

**34.4** The Employer may elect to pay an employee for any "time off in lieu" not taken or mutually agreed to be taken by April 30th of each year. An employee may request at any time that he/she be paid for accumulated "time off in lieu" and the Employer shall honour such a request. An employee shall be entitled to accumulate up to fifteen (15) days of "time off in lieu". All

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outstanding vacation time must be taken before any "time-off-in-lien" is taken.

**34.5** No payment for overtime shall be made unless it is authorized either before or after by the employee's appropriate Management Supervisor or by any other person authorized to approve overtime.

**34.6** When the employee has filed his/her weekly time sheets (including overtime, premiums and penalties) within the time period set forth in Article **42.8** payment thereof shall be made not later than the last pay period of each calendar month. If an error occurs, it shall be adjusted as soon as possible, and in no event later than the next pay day.

### ARTICLE 35

#### Work on Scheduled Day off

**35.1** When an employee works on his/her scheduled day or days off, the following shall apply:

(a) Work on one scheduled day off -

For work performed on one (1) scheduled day off during a week the employee shall be compensated as follows:

- (i) one and one-half (1 1/2) times his/her basic hourly rate for the first eight (8) hours worked with a minimum credit of four (4) hours;

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- (ii) two (2) times his/her basic hourly rate for all hours worked in excess of eight (8) hours up to and including the twelfth (12th) hour worked;
  - (iii) two and one-half (2 1/2) times his/her basic hourly rate for all hours in excess of twelve (12) hours.
- (b) Work on second or subsequent day off

For work performed on a second (2nd) or subsequent day off (where the employee has worked his/her first scheduled day off during a week) the employee shall be compensated as follows:

- (i) two (2) times his/her basic hourly rate for the first eight (8) hours worked with a minimum credit of eight (8) hours;
- (ii) two and one-half (2 1/2) times his/her basic hourly rate for all hours worked in excess of eight (8) hours up to and including the twelfth (12th) hour worked;
- (iii) three (3) times his/her basic hourly rate for all hours worked in excess of twelve (12) hours.

**35.2** Nothing herein precludes an employee and his/her appropriate Management Supervisor from mutually agreeing to change an employee's scheduled day off and

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in such case the compensation provision herein shall not apply.

**35.3** Where an employee works on a scheduled day off, the employee and his/her appropriate Management Supervisor may mutually agree that the employee may be granted compensating "time off in lieu" thereof. Time off in lieu to be scheduled at mutually agreed times between the employee and his/her appropriate Management Supervisor. All outstanding vacation time must be taken before any time in lieu will be granted. The Employer reserves the right to buy out any or all in lieu time which has accumulated to the employee's credit, except where arrangements have previously been made between the employee and his/her appropriate Management Supervisor for a specific period of time off.

**35.4** An employee may first refuse work on a day off without being penalized in any way for such refusal. Should all qualified employees who could be reached in sufficient time refuse to work, the Employer may assign the required duties to any qualified person.

## **ARTICLE 36**

### **Turnaround**

**36.1** A turnaround period is twelve (12) hours between the end of one (1) tour of duty and the commencement of the next tour of duty.

**36.2** All time worked which encroaches on the turnaround period shall be paid for at an additional

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one-half (1/2) the basic hourly rate as defined in Article 42.9 computed separately from the work week, except as provided in Article 36.3 and/or where the scheduled start time of the employee's next tour of duty which encroaches on the turnaround period is mutually agreed to be adjusted by the employee and his/her appropriate Management Supervisor.

**36.3** No payment shall be made for the following encroachments:

- (a) On a shift where an employee is released from duty or rescheduled to attend negotiations or grievance meetings with the Employer.
- (b) Where the encroachment on a swing-in shift (where the employees are on a regular rotating shift pattern) occurs in conjunction with an employee's scheduled days off.
- (c) Where more than forty-eight (48) hours is taken in vacation time, lieu time or sick time, in addition to the turnaround period plus scheduled days off.

### **ARTICLE 37**

#### **Call-back and Extended Tour of Duty**

**37.1** Call-back is defined as those hours credited to an employee who, having worked and/or been credited with the total hours in his/her tour of duty (Article 30), is called back for further work after three (3) hours have elapsed following the completion of such tour.

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**37.2** An employee called back to work having completed his/her tour of duty shall be paid for all such work at one and one-half (1 1/2) times his/her basic hourly rate with a minimum guarantee of three (3) hours.

**37.3** An employee who returns to work after having completed his/her normal tour of duty before three (3) hours have elapsed following completion of his/her normal tour of duty will be considered to be on an extended tour of duty and the employee shall be paid from the end of his/her original tour of duty at the appropriate rates with a minimum guarantee of three (3) hours.

### **ARTICLE 38**

#### **Night Differential**

**38.1** All work performed between the hours of 12:00 midnight and 7:00 a.m. shall be compensated for at an additional twenty percent (20%) of the basic hourly rate computed separately from the work week for each hour, or portion of an hour worked between the said hours. Night differential shall not be deemed overtime nor a part of the employee's basic hourly rate or basic pay.



**ARTICLE 39**

**Temporary Upgrading**

**39.1** Should an employee be temporarily assigned by his/her appropriate Management Supervisor to perform work in a higher job classification than the job classification to which he/she is permanently assigned, he/she shall be paid an additional amount as follows per tour of duty:

Effective dates	Upgrade by 1 or 2 groups	Upgrade 3 or more groups
from June 17, 2004	\$19.53	\$20.65
from October 1, 2004	\$19.92	\$21.07
from October 1, 2005	\$20.36	\$21.54

**39.2** At the time of the temporary assignment the employee shall be advised that he/she is so assigned and that Article 39.1 herein applies. Such temporary assignment shall be noted on the employee's daily time sheet.

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**ARTICLE 40**

**Excessive Hours and Safety**

**40.1** The Employer shall not assign excessive hours of work to employees on a regular basis.

**40.2** The Employer will make every reasonable effort to carry on its business and operations in a manner that will not endanger the health and safety of its employees and shall adopt and carry out reasonable procedures and techniques designed or intended to prevent or reduce the risk of physical injury in its business and operation. An employee shall take all reasonable and necessary precautions to ensure his/her own safety and the safety of others.

**40.3** The Employer shall continue to give consideration to the capabilities of an employee for assignments involving climbing before making such assignments.

**40.4** An employee may refuse to work where he/she has reasonable cause to believe dangerous conditions prevail as described in the Canada Labour Code.

**40.5** The Employer agrees to supply safety devices where conditions require their use, and the employee shall wear or use such devices.

**40.6** The existing Health and Safety Committee as presently constituted, consisting of equal representation from the Company and from the employees of the Company, will continue in effect. The said Committee

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shall have all those powers of a Health and Safety Committee as set forth in the Canada Labour Code.

#### ARTICLE 41

##### Break and Meal Periods

**41.1** The existing flexible arrangements whereby employees may take reasonable break periods at appropriate times will continue in effect. The arrangement will not be abused.

**41.2 First Meal Period -** A first meal period of not less than thirty (30) minutes shall be scheduled or assigned in all tours of duty. This meal period shall begin no later than the end of the fifth hour of such tour.

**41.3 Second Meal Period -** A second meal period of not less than thirty (30) minutes duration shall be scheduled or assigned in tours of duty of more than ten (10) hours. This second meal period shall be scheduled or assigned within the fourth, fifth or sixth hour after the scheduled first meal period is completed. The following shall be paid to compensate for the cost of this second meal:

From **June 17, 2004** **\$10.75**

This shall only apply within the "local areas" as described in Article 27.15.

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**41.4 Subsequent Meal Periods** - A subsequent meal period of not less than thirty (30) minutes shall be scheduled or assigned within the fourth or fifth hour after the scheduled or assigned prior meal period. The following shall be paid to compensate for the cost of each subsequent meal:

From June 17, 2004 **\$10.75**

This shall only apply within the "local areas" as described in Article 27.15.

**41.5 Meal Displacement Penalty** - A penalty payment shall be paid when a meal period is not scheduled, assigned or received within the respective time limits of Articles 41.2, 41.3 or 41.4.

**41.6** The penalty referred to in Article 41.5 above shall be equal to one-half (1/2) the employee's basic hourly rate for the duration of the displacement, calculated:

- (a) **In the case of an early meal -**  
from the time the received meal period began, until the earliest time it should have begun under Articles 41.2, 41.3 or 41.4.
- (b) **In the case of a late meal -**  
from the latest time that the meal period should have begun under Articles 41.2, 41.3 or 41.4.

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- (c) In the case of a meal **not** received -  
from the latest time that the meal period should  
have begun under Articles 41.2, 41.3 or 41.4, until  
the end of the tour of duty.

**41.7** Normally, an employee will be expected to take his/her meal period. Except in extenuating circumstances, a meal displacement penalty will not be paid unless the same has had prior approval by the employee's appropriate Management Supervisor, or by any other person authorized to approve a meal displacement penalty.

**41.8** In all cases of meal displacement, a minimum of one-quarter (1/4) hour shall apply.

**41.9** There shall be no compounding of meal displacement penalty.

**41.10** The time paid in respect of meal displacements under Article 41 shall not be used in calculating turnaround on the next tour of duty.

## ARTICLE 42

### General Salary Provisions

**42.1** Employees shall be paid according to the salary scale applicable to the classification to which they are assigned, with credit for years of service within the classification and any credit for industry experience recognized by the Employer at the time of hiring.

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**42.2** It is understood that recognition of industry experience, the granting of merit increases in salary, and the provisions of any additional benefits to an employee are matters for the sole discretion of the Employer.

**42.3** The salary scales set forth in Article 43 are minimum.

**42.4** Progression up the salary scale within each classification shall automatically occur on the first (1st) day of the month following the employee's anniversary date of employment, unless the employee's performance has been determined to be unsatisfactory. When determining whether an employee's performance has been unsatisfactory, the Employer's determination shall be made in a bona fide and non-discriminatory manner. An employee who has been denied a salary progression increase because of unsatisfactory performance may file a grievance pursuant to Article 11 of this Agreement.

**42.5** Where an employee is promoted into a higher paid job classification, he/she shall immediately move into the higher salary scale and shall receive a salary increase which is at least equal to the value of one (1) full increment in his/her former job classification. The employee's anniversary date for the purpose of Article 42.4 shall thereafter be the date the employee has been moved to the higher classification.

**42.6** Approximately fifty percent (50%) of the employee's normal net, basic monthly salary will be paid on the 15th day of each month. Should the 15th day be a non-banking day, it will be paid on the last

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previous legal banking day. The balance of money earned for that month will be paid on the last legal banking day of that month.

**42.7** Employees shall complete their time sheets at such times and on such forms as prescribed from time to time by the Employer. Time sheets shall not be altered so as to reduce the employee's pay claim without the Employer informing the employee of the reason therefor, and any alterations may be subject to grievance.

**42.8**

- (a) In order to ensure prompt payment, time sheets (including overtime, premiums and penalties) for each work week shall be delivered to the Employer no later than the following Wednesday. Exceptions to this are those employees whose tour of duty does not coincide with this time limit.
- (b) The Employer reserves the right to refuse to pay a claim for payments referred to herein, where the employee has not filed his/her time sheets within the time period set forth in Article 42.8 (a) above.
- (c) Prior to invoking Article 42.8 (b), the Employer will have previously warned an employee in writing on at least one (1) occasion of the requirement to deliver time sheets within the time period required by Article 42.8 (a).

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**42.9** For the purposes of computing an employee's basic hourly rate, his/her monthly salary shall be divided by 173.3.

**42.10** Part-time and temporary employees who do not qualify for employee benefits (Article 22 and/or Article 22A) shall receive the following not to be added to the employee's basic hourly rate for each hour worked in lieu of benefits:

From January 1, 2005 - .57 cents per hour

provided, however, that the Long Term Disability Plan (LTD) and, the Pension Plan (subject to the Pensions Benefits Standards Act) shall apply to part-time employees. The LTD plan in respect of a work-related injury only shall apply to temporary employees. The Pension Plan (subject to the Pensions Benefits Standards Act) shall also apply to temporary employees. For insured employee benefits purposes, a part-time employee accepting a temporary position shall maintain his/her insured employee benefits.



**ARTICLE 43**

**Salary Scales**

**Group 1 - Editorial Assistant 1, Library Assistant, Technical Operator 1**

Level	October 1, 2003 Hourly	October 1, 2003 Annual	October 1, 2004 Hourly	October 1, 2004 Annual	October 1, 2005 Hourly	October 1, 2005 Annual
Start	\$12.83	\$26,678	\$13.08	\$27,211	\$13.38	\$27,823
6 mths	\$13.60	\$28,279	\$13.87	\$28,844	\$14.18	\$29,493
Year 1	\$14.41	\$29,975	\$14.70	\$30,575	\$15.03	\$31,263
Year 2	\$15.28	\$31,775	\$15.58	\$32,411	\$15.93	\$33,140

**Group 2 - Editorial Assistant 2 (proficient in one of the following areas: Assignment Assistant, Researcher, Communication Assistant); Technical Operator 2 (proficient in the following area: Still Store Operator).**

Level	October 1, 2003 Hourly	October 1, 2003 Annual	October 1, 2004 Hourly	October 1, 2004 Annual	October 1, 2005 Hourly	October 1, 2005 Annual
Start	\$14.18	\$29,485	\$14.46	\$30,075	\$14.78	\$30,752
Year 1	\$15.03	\$31,255	\$15.33	\$31,880	\$15.67	\$32,598
Year 2	\$15.93	\$33,131	\$16.25	\$33,794	\$16.61	\$34,554
Year 3	\$16.88	\$35,118	\$17.22	\$35,820	\$17.61	\$36,626

**Group 3 - Assignment Coordinator 1, Technical Operator 1, Technical Operator 3, Sports Editorial Assistant (proficient in sports editing and character generation or writing) or Editorial Assistant 3 who is proficient in two or more of the following areas, however may perform duties exclusively for one area: Still Store Operator, Camera Assistant, Playback Operator, Sound Technician 1, Junior Reporter, Story Editor, Tape Coordinator.**

Level	October 1, 2003 Hourly	October 1, 2003 Annual	October 1, 2004 Hourly	October 1, 2004 Annual	October 1, 2005 Hourly	October 1, 2005 Annual
Start	\$16.20	\$33,699	\$16.53	\$34,373	\$16.90	\$35,146
Year 1	\$17.17	\$35,721	\$17.52	\$36,436	\$17.91	\$37,255
Year 2	\$18.20	\$37,865	\$18.57	\$38,622	\$18.99	\$39,491
Year 3	\$19.30	\$40,135	\$19.68	\$40,938	\$20.12	\$41,859
Year 4	\$20.45	\$42,544	\$20.86	\$43,395	\$21.33	\$44,371

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**Group 3 A - Sound Technician 2** (proficient in Sound Technician 1 and performs ENG camera or Editing functions as necessary), Segment Coordinator, Character Generator.

Level	October 1, 2003 Hourly	October 1, 2003 Annual	October 1, 2004 Hourly	October 1, 2004 Annual	October 1, 2005 Hourly	October 1, 2005 Annual
Start	\$16.76	\$34,871	\$17.10	\$35,568	\$17.48	\$36,368
Year 1	\$17.77	\$36,963	\$18.13	\$37,702	\$18.53	\$38,550
Year 2	\$18.84	\$39,181	\$19.21	\$39,964	\$19.65	\$40,863
Year 3	\$19.97	\$41,531	\$20.37	\$42,362	\$20.82	\$43,315
Year 4	\$21.17	\$44,024	\$21.59	\$44,904	\$22.07	\$45,915
Year 5	\$22.43	\$46,664	\$22.88	\$47,597	\$23.40	\$48,668

**Group 4 - Librarian, Make-up Artist, Production Assistant, Production Coordinator 1, Writer,  
Studio/Field Technician, Assignment Coordinator 2.**

Level	October 1, 2003 Hourly	October 1, 2003 Annual	October 1, 2004 Hourly	October 1, 2004 Annual	October 1, 2005 Hourly	October 1, 2005 Annual
Start	\$17.13	\$35,633	\$17.47	\$36,346	\$17.87	\$37,164
Year 1	\$18.16	\$37,771	\$18.52	\$38,527	\$18.94	\$39,394
Year 2	\$19.25	\$40,038	\$19.63	\$40,838	\$20.08	\$41,757
Year 3	\$20.40	\$42,441	\$20.81	\$43,290	\$21.28	\$44,264
Year 4	\$21.63	\$44,989	\$22.06	\$45,889	\$22.56	\$46,922
Year 5	\$22.93	\$47,686	\$23.38	\$48,640	\$23.91	\$49,734
Year 6	\$24.30	\$50,548	\$24.79	\$51,559	\$25.35	\$52,719

**Group 5 - Graphic Artist, Technical Coordinator, Production Manager, Queen's Park Coordinator, Production Coordinator 2 (proficient in Editor duties.)**

Level	October 1, 2003 Hourly	October 1, 2003 Annual	October 1, 2004 Hourly	October 1, 2004 Annual	October 1, 2005 Hourly	October 1, 2005 Annual
Start	\$18.08	\$37,612	\$18.44	\$38,365	\$18.86	\$39,228
Year 1	\$19.17	\$39,871	\$19.55	\$40,669	\$19.99	\$41,584
Year 2	\$20.32	\$42,264	\$20.73	\$43,109	\$21.19	\$44,079
Year 3	\$21.54	\$44,798	\$21.97	\$45,694	\$22.46	\$46,722
Year 4	\$22.83	\$47,486	\$23.29	\$48,436	\$23.81	\$49,526
Year 5	\$24.20	\$50,334	\$24.68	\$51,340	\$25.24	\$52,495
Year 6	\$25.65	\$53,355	\$26.16	\$54,422	\$26.75	\$55,647

**Group 6 - ENG Camera, ENG Editor, ENG Camera/Editor, Field Producer, Associate Producer, Graphics Designer, Traffic Reporter.**

Level	October 1, 2003 Hourly	October 1, 2003 Annual	October 1, 2004 Hourly	October 1, 2004 Annual	October 1, 2005 Hourly	October 1, 2005 Annual
Start	\$18.41	\$38,286	\$18.77	\$39,052	\$19.20	\$39,930
Year 1	\$19.51	\$40,583	\$19.90	\$41,394	\$20.35	\$42,326
Year 2	\$20.68	\$43,016	\$21.09	\$43,876	\$21.57	\$44,864
Year 3	\$21.92	\$45,600	\$22.36	\$46,512	\$22.86	\$47,559
Year 4	\$23.24	\$48,336	\$23.70	\$49,303	\$24.24	\$50,412
Year 5	\$24.63	\$51,237	\$25.13	\$52,261	\$25.69	\$53,437
Year 6	\$26.11	\$54,310	\$26.63	\$55,396	\$27.23	\$56,642
Year 7	\$27.68	\$57,568	\$28.23	\$58,719	\$28.87	\$60,041

**Group 7 - Line-up Writer, Reporter, Photo-Journalist, Director.**

Level	October 1, 2003 Hourly	October 1, 2003 Annual	October 1, 2004 Hourly	October 1, 2004 Annual	October 1, 2005 Hourly	October 1, 2005 Annual
Start	\$23.20	\$48,263	\$23.67	\$49,228	\$24.20	\$50,336
Year 1	\$24.60	\$51,158	\$25.09	\$52,181	\$25.65	\$53,355
Year 2	\$26.07	\$54,230	\$26.59	\$55,314	\$27.19	\$56,559
Year 3	\$27.64	\$57,484	\$28.19	\$58,634	\$28.82	\$59,953
Year 4	\$29.29	\$60,933	\$29.88	\$62,152	\$30.55	\$63,550
Year 5	\$31.05	\$64,589	\$31.67	\$65,881	\$32.39	\$67,363



**Group 8 - Producer**

Level	October 1, 2003 Hourly	October 1, 2003 Annual	October 1, 2004 Hourly	October 1, 2004 Annual	October 1, 2005 Hourly	October 1, 2005 Annual
Start	\$24.22	\$50,369	\$24.70	\$51,376	\$25.26	\$52,532
Year 1	\$25.67	\$53,390	\$26.18	\$54,458	\$26.77	\$55,683
Year 2	\$27.21	\$56,588	\$27.75	\$57,720	\$28.37	\$59,019
Year 3	\$28.84	\$59,984	\$29.42	\$61,184	\$30.08	\$62,560
Year 4	\$30.57	\$63,582	\$31.18	\$64,854	\$31.88	\$66,313
Year 5	\$32.40	\$67,397	\$33.05	\$68,745	\$33.79	\$70,292

**Senior Designation**

The Employer reserves the right to designate any employee as a senior employee. Where such designation is made by the Employer, the merit provisions as in Article 42.2 will apply.

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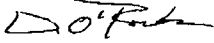
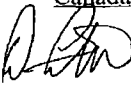
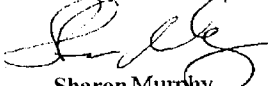


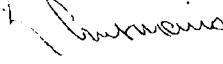
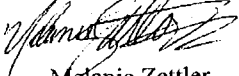
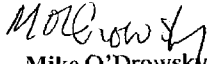
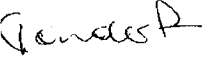
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#### ARTICLE 44

##### Duration of Agreement

This Agreement shall commence on the 17<sup>th</sup> day of June 2004 and shall remain in force until September 30, 2006 and shall be renewed automatically from year to year thereafter, unless either party notifies the other by registered mail, not more than four (4) months, and not less than one (1) month immediately prior to the date of expiry, or subsequent anniversary of such dates, of its intention to modify this agreement. In the event such notice is given, the agreement shall continue in full force, until a new agreement is concluded or until the requirements of the Canada Labour Code relating to strike or lockout have been met, whichever occurs first.

In witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized Representatives on this 31<sup>st</sup> day of January, 2004.

Global Television News	Communications, Energy and Paperworkers Union of Canada
 David O'Rourke Director News Administration & Finance	 David W. Lewington National Representative
 Sharon Murphy Production Manager	 Seán O'Shea Local 722m President
 Carmen Harvey Supervising Director	 Konrad Cimermanis Local 721m President
	 Melanie Zettler Local 722m Secretary
	 Mike O'Drowsky Local 722m Master Steward
	 Ingrid Anderson Local 722 Representative

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**APPENDIX A**
**PART-TIME AND TEMPORARY EMPLOYEES**

All Articles of this Agreement, being Articles 1 to 44 inclusive, shall apply to part-time and temporary employees, except as hereinafter provided:

ARTICLE	
9	LEAVE FOR UNION ACTIVITIES
14	SENIORITY
15	PROMOTIONS AND TRANSFERS
16	LAY-OFFS
17	RECALL FROM LAY-OFF
19	TECHNOLOGICAL CHANGE
20	SICK LEAVE
22	MEDICAL, GROUP INSURANCE AND PENSION PLANS
24	JURY AND WITNESS DUTY
25	SEVERANCE PAY
28	ANNUAL VACATIONS
29	GENERAL HOLIDAYS
30	WORK WEEK/TOUR OF DUTY
31	DAYS OFF
32	POSTING OF SCHEDULES
33	CHANGE OF SCHEDULE
34	OVERTIME COMPUTATION
35	WORK ON A SCHEDULED DAY OFF
36	TURNAROUND
37	CALL-BACK AND EXTENDED TOUR OF DUTY

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41            **BREAK AND MEAL PERIODS**  
42            **GENERAL SALARY**  
                 **PROVISIONS, Except 42.10**

The following Articles apply only to part-time and temporary employees:

**ARTICLE**

14A           **SENIORITY**  
15A           **FULL-TIME EMPLOYMENT**  
                 **OPPORTUNITIES**  
17A           **LAY-OFFS**  
22A           **EMPLOYEE BENEFITS**  
28A           **ANNUAL VACATIONS**  
29A           **GENERAL HOLIDAYS**  
34A           **OVERTIME**  
41A           **BREAK AND MEAL PERIODS**  
42A           **GENERAL SALARY**  
                 **PROVISIONS**

**APPENDIX A**

**ARTICLE 14A - PART-TIME AND TEMPORARY  
SENIORITY**

**14.01** Seniority is defined as the length of continuous part-time employment with the Company from the date of last hire and shall be based **on** straight time hours worked.

**14.02** Where a part-time employee has been permanently assigned to full-time status he/she shall be given seniority and service credit for part-time hours worked.

**14.03** Part-time employees shall have seniority only within the part-time group of employees.

**14.04** Where a part-time employee has **not** worked for the Company during any consecutive ninety (90) day period, he/she shall be deemed to be **no** longer employed by the Company.

**14.05** Part-time and temporary employees who have been subsequently hired as full-time staff shall be probationary employees for a minimum period of three (3) months if the hiring is to be for a different job classification than the employee held as a part-time or temporary employee. The minimum probationary period shall be one (1) month if the employee has worked in the same job classification for a minimum of three hundred and forty-six (346) hours. The Employer may extend the probationary period a further three (3) months, and in such event will advise the Local Union of the extension prior to the end of the probationary period.

**APPENDIX A**

**ARTICLE 15A -FULL-TIME AND TEMPORARY  
FULL-TIME EMPLOYMENT OPPORTUNITIES**

**15.01** Employees are encouraged to apply for full-time posted positions. Selection of an individual shall be based upon qualifications established by the Employer. These qualifications shall, amongst other relevant factors, include artistic competence (where applicable), experience, skill, ability and training/education and job performance of an employee as established and determined by the Employer.

**15.02** Subject to Section 15.01, the Employer shall award the position to the applicant who, in the Employer's opinion, best meets the qualifications established for the position.

**15.03** The functions of the Employer in Article 15.01 shall be exercised in a bona fide manner.

**15.04** Where, in the Employer's opinion, there is no applicant who satisfactorily meets the qualifications for the posted position, the Employer may hire from any source.



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**APPENDIX A**

**ARTICLE 17A - PART-TIME AND TEMPORARY  
LAY-OFFS**

**17.01** A part-time 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 Employer's discretion.

**APPENDIX A****ARTICLE 22 A - PART-TIME AND  
TEMPORARY  
EMPLOYEE BENEFITS**

Part-time and temporary employees will be entitled to enrol in the Company's insured Employee Benefits Plan for part-time and temporary 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-five (25) 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 (which for the purpose of calculation equals 650 hours).
- (c) A part-time employee who is eligible and participates in the Part-time and Temporary Employee Benefits Plan must be insured for each applicable portion of the benefit program (excluding Optional Life, Optional Dependent Life and Optional AD&D), 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.

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- (d) A part-time employee who was a participant in the Part-time and Temporary Employee Benefits Plan will continue to be a participant in the plan provided he/she has worked no less than 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 (which for the purpose of calculation equals 520 hours).
- (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 percent (60%) 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 percent (25%) of the premiums applicable to the extended health care plan.
- (h) A part-time employee covered by the Long Term Disability Plan shall, by payroll deduction, pay one hundred percent (100%) 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 was the policy in effect at the time of signing this Agreement.

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- (j) Any conflict between the details set forth in this Agreement and the plans shall be resolved on the basis of the insurers' policies pertaining to the Employer in respect to the plans.
- (k) Eligibility for coverage under the plans shall be as set forth in the insurers' policies.
- (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.

Part-time and temporary employees who do not qualify for employee benefits pursuant to this Article 22A, shall be entitled to an hourly payment in lieu of benefits as set forth in Article 42.10 of this Agreement as follows:

**42.10** Part-time and temporary employees who do not qualify for employee benefits (Article 22 and/or Article 22.A) shall receive the following, not to be added to the employee's basic hourly rate for each hour worked in lieu of benefits:

From January 1, 2005 - 0.57 cents per hour

provided, however, that the Long Term Disability Plan (LTD); and the Pension Plan (subject to the Pension Benefits Standards Act) shall apply to part-time employees. The LTD plan in respect ~~of~~ a work-related injury only shall apply to temporary employees. The Pension Plan (subject to the Pensions Benefits Standards Act) shall also apply to temporary employees. For insured employee benefits purposes, a part-time employee accepting a temporary position shall maintain his/her insured employee benefits.

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**APPENDIX A**

**ARTICLE 28 A - PART-TIME AND  
TEMPORARY  
ANNUAL VACATIONS**

**28.01** All employees shall be entitled to and shall receive an annual vacation on the following basis:

- (a) After one (1) year, up to and including five (5) consecutive years of employment, two (2) weeks vacation.
- (b) After six (6) consecutive years of employment, three (3) weeks vacation.

**28.02** Vacation pay shall be calculated on the basis of four percent (4%) in the case of employees to whom Article 28.01 (a) applies, and six percent (6%) in the case of employees to whom Article 28.01 (b) applies.

**28.03** Vacation pay shall be included within each semi-monthly pay cheque.

**28.04** In the event that a statutory holiday occurs during an employee's vacation and the employee has an entitlement to the statutory holiday, one (1) additional day (calculated as in Article 29.03) for each such holiday shall be added to the employee's vacation.

## APPENDIX A

ARTICLE 29A - PART-TIME AND TEMPORARY  
GENERAL HOLIDAYS

**29.01** The following shall be paid general holidays:

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

plus any day duly legislated by the Federal Government as a general holiday. The Civic Holiday is designated as a paid general holiday in lieu of Remembrance Day.

**29.02** An employee is not entitled to be paid for a holiday on which he/she does not work unless he/she has worked for at least fifteen (15) days during the thirty (30) days immediately preceding the holiday.

**29.03** Pay for a holiday shall be calculated on the basis of the average of the employee's daily earnings, exclusive of overtime, for the twenty (20) days he/she has worked immediately preceding the holiday.

**29.04** Subject to any provision of the Canada Labour Code which may provide otherwise, where an employee is required to work on a holiday, and is entitled to be

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paid therefor, either of the following, as determined by the Employer, shall apply:

- (a) Another day shall be substituted for the holiday with pay as calculated pursuant to this Article, or
- (b) He/she shall be paid the holiday pay to which he/she is entitled plus one and one-half (1 1/2) times the basic hourly rate for all hours worked.

**29.05** When one of the nine (9) general holidays listed above falls on a Saturday or Sunday, and the day following is proclaimed a general holiday by the Federal authorities, the corresponding weekday(s) proclaimed shall be deemed to be general holiday(s) for the purposes of this Agreement.

**29.06** A tour of duty beginning on the eve of a general holiday and continuing into the general holiday shall not be considered as work performed on the general holiday, and a tour of duty beginning on the general holiday and continuing to the day following the general holiday shall be considered as work performed on the general holiday.



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## APPENDIX A

### ARTICLE 34A - PART-TIME AND TEMPORARY OVERTIME

**34.01** It is recognized there are business and operating requirements which may necessitate overtime work being performed. The Employer, however, will not require employees to work an excessive amount of overtime.

**34.02** Overtime work shall be compensated for all time worked in excess of eight (8) hours in any tour of duty and forty (40) hours in any week, at one and one-half (1 1/2) times the employee's basic hourly rate.

**34.03** All overtime, in order to qualify for overtime compensation, must be authorized or approved in advance by the employee's appropriate Management Supervisor.

**34.04** Where overtime claims have been made in sufficient time, payment for overtime shall be made not later than the last pay period of each calendar month following the month in which the overtime was worked. If an error in computation of overtime occurs, it shall be adjusted as soon as possible and in no event later than the next pay period.

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**APPENDIX A**

**ARTICLE 41A - PART-TIME AND TEMPORARY  
BREAK AND MEAL PERIODS**

**41.01** The existing flexible arrangements whereby employees may take reasonable break periods at appropriate times will continue in effect. The arrangement will not be abused.

**41.02** It is recognized that circumstances arise whereby it may be impractical to assign a specific time for a meal period during a tour of duty.

**41.03** Employees who are assigned to work eight (8) or more continuous hours during a tour of duty who work all or part of the meal periods referred to in Articles 41.2, 41.3 and 41.4 of the Agreement shall be paid at the appropriate basic hourly rate for all time so worked.

**41.04** Employees who are scheduled to work a full tour of duty as described in Article 30.1 shall be entitled to an inclusive meal of a minimum of thirty (30) minutes. Where an employee is scheduled to work less than the full tour of duty but for more than five (5) hours, he/she shall receive an exclusive meal period of not less than thirty (30) minutes.

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**APPENDIX A****ARTICLE 42A - PART-TIME AND TEMPORARY  
GENERAL SALARY PROVISIONS**

**42.01** Employees shall be paid according to the salary of the classification to which they are assigned, with credit for years of service within the classification, and any credits for industry experience recognized by the Employer at the time of hiring.

**42.02** It is understood that recognition of industry experience, the granting of merit increases in salary matters, and any decision to provide compensation and/or benefits to an employee greater than or in addition to compensation and/or benefits set forth in this Agreement, are matters for the sole discretion of the Employer.

**42.03** The salary scales set forth in Article 43 are minimum.

**42.04** Progression up the salary schedule within each classification shall automatically occur where the employee's performance has been satisfactory, and shall occur on the first (1st) day of the month following the employee's anniversary date of employment. Such progression up the scale shall be based on straight time hours worked.

When determining whether a part-time employee's performance has been unsatisfactory, the Employer's determination shall be made in a bona fide and non-discriminatory manner. A part-time employee who

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has been denied a salary progression increase because of unsatisfactory performance may file a grievance pursuant to Article 11 of this Agreement.

**42.05** Approximately ~~five~~ **fifty** percent (50%) of the employee's normal net, basic monthly salary will be paid on the 15th day of each month. Should the 15th day be a non-banking day, it will be paid on the last previous legal banking day. The balance of money earned for that month will be paid on the last legal banking day of the month.

**42.06** Employees shall complete their weekly time sheets at such time and on such forms as prescribed from time to time by the Company.

**42.07** Time sheets shall not be altered so as to reduce the employee's pay claim without the Employer informing the employee of the reason for the change.

**42.08** In order to ensure prompt payment, time sheets (including overtime, premiums and penalties) for each week shall be delivered no later than 12:00 noon on Wednesday of each week to the Employer. Exceptions to this are those employees whose tour of duty does not coincide with this time limit.

**42.09** For the purposes of computing an employee's basic hourly rate of basic pay, his/her monthly salary shall be divided by 173.3.

**APPENDIX B****LEAVE FOR EMPLOYEES WITH  
CHILD CARE RESPONSIBILITIES**

## Maternity-related Reassignment and Leave

## Reassignment and job modification

**204.** (1) An employee who is pregnant or nursing may, during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth, request the employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or to that of the foetus or child.

## Medical certificate

(2) An employee's request under subsection (1) must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.

## Employer's obligations

**205.** (1) An employer to whom a request has been made under subsection 204(1) shall examine the request in consultation with the employee and, where reasonably practicable, shall modify the employee's job functions or reassign her.

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## Rights of employee

(2) An employee who has made a request under subsection 204(1) is entitled to continue in her current job while the employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to and shall be granted a leave of absence with pay at her regular rate of wages until the employer

(a) modifies her job functions or reassigns her, or

(b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her,

and that pay shall for all purposes be deemed to be wages.

## Onus of proof

(3) The onus is on the employer to show that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable.

## Employee to be informed

(4) Where the employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the employer shall so inform the employee in writing.

## Status of employee

(5) An employee whose job functions are modified or who is reassigned shall be deemed to continue to hold the job that she held at the time of making the request

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under subsection 204(1), and shall continue to receive the wages and benefits that are attached to that job.

Employee's right to leave

(6) **An** employee referred to in subsection (4) is entitled to and shall be granted a leave of absence for the duration of the risk as indicated in the medical certificate.

Entitlement to leave

**205.1 An** employee who is pregnant or nursing is entitled to and shall be granted a leave of absence during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth, if she provides the employer with a certificate of a qualified medical practitioner of her choice indicating that she is unable to work by reason of the pregnancy or nursing and indicating the duration of that inability.

Employee's duty to inform employer

**205.2 An** employee whose job functions have been modified, who has been reassigned or who is on a leave of absence shall give at least two weeks notice in writing to the employer of any change in the duration of the risk or in the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given, and such notice must be accompanied by a new medical certificate.

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Maternity Leave

Entitlement to leave

**206.** Every employee who

(a) has completed six consecutive months of continuous employment with an employer, and

(b) provides her employer with a certificate of a qualified medical practitioner certifying that she is pregnant

is entitled to and shall be granted a leave of absence from employment of up to seventeen weeks, which leave may begin not earlier than eleven weeks prior to the estimated date of her confinement and end not later than seventeen weeks following the actual date of her confinement.

Parental Leave

Entitlement to leave

**206.1** (1) Subject to subsections (2) and (3), every employee who has completed six consecutive months of continuous employment with an employer is entitled to and shall be granted a leave of absence from employment of up to thirty-seven weeks to care for a new-born child of the employee or a child who is in the care of the employee for the purpose of adoption under the laws governing adoption in the province in which the employee resides.



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Period when leave may be taken

(2) The leave of absence may only be taken during the fifty-two week period beginning

(a) in the case of a new-born child ~~of~~ the employee, at the option of the employee, on the day the child is born or comes into the actual care of the employee; and

(b) in the case of an adoption, on the day the child comes into the actual care of the employee.

Aggregate leave -- two employees

(3) The aggregate amount of leave that may be taken by two employees under this section in respect of the same birth or adoption shall not exceed thirty-seven weeks.

Aggregate leave -- maternity and parental

**206.2** The aggregate amount of leave that may be taken by one or two employees under sections 206 and 206.1 in respect of the same birth shall not exceed ~~fifty-two~~ weeks.

Compassionate Care Leave

Definitions

**206.3** (1) The following definitions apply in this section.

"common-law partner" « *conjoint de fait* »

"common-law partner", in relation to an individual, means a person who is cohabiting with the individual in a conjugal relationship, having so cohabited for a period of at least one year.

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"family member" « *membre de la famille* »

"family member", in relation to an employee, means

- (a) a spouse or common-law partner of the employee;
- (b) a child of the employee or a child of the employee's spouse or common-law partner;
- (c) a parent of the employee or a spouse or common-law partner of the parent; and
- (d) any other person who is a member of a class of persons prescribed for the purposes of this definition or the definition "family member" in subsection 23.1(1) of the *Employment Insurance Act*.

"qualified medical practitioner" « *médecin qualifié* »

"qualified medical practitioner" means a person who is entitled to practise medicine under the laws of a jurisdiction in which care or treatment of the family member is provided and includes a member of a class of medical practitioners prescribed for the purposes of subsection 23.1(3) of the *Employment Insurance Act*.

"week" « *semaine* »

"week" means the period between midnight on Saturday and midnight on the immediately following Saturday.

Entitlement to leave

(2) Subject to subsections (3) to (8), every employee is entitled to and shall be granted a leave of absence from employment of up to eight weeks to provide care or support to a family member of the employee if a qualified medical practitioner issues a certificate stating

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that the family member has a serious medical condition with a significant risk of death within 26 weeks from

- (a) the day the certificate is issued; or
- (b) if the leave was commenced before the certificate was issued, the day the leave was commenced.

Period when leave may be taken

(3) The leave of absence may only be taken during the period

- (a) that starts with
  - (i) the first day of the week in which the certificate is issued, or
  - (ii) if the leave was commenced before the certificate was issued, the first day of the week in which the leave was commenced if the certificate is valid from any day in that week; and
- (b) that ends with the last day of the week in which either of the following occurs, namely,
  - (i) the family member dies, or
  - (ii) the expiration of 26 weeks following the first day of the week referred to in paragraph (a).

Shorter period

(4) If a shorter period is prescribed by regulation for the purposes of subsection 23.1(5) of the Employment Insurance Act,

- (a) the certificate referred to in subsection (2) must state that the family member has a serious medical condition with a significant risk of death within that period; and

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(b) that shorter period applies for the purposes of subparagraph (3)(b)(ii).

Expiration of shorter period

(5) When a shorter period referred to in subsection (4) has expired in respect of a family member, no further leave may be taken under this section in respect of that family member until the minimum number of weeks prescribed for the purposes of subsection 12(4.3) of the Employment Insurance Act has elapsed.

Minimum period of leave

(6) A leave of absence under this section may only be taken in periods of not less than one week's duration.

Aggregate leave -- more than one employee

(7) The aggregate amount of leave that may be taken by two or more employees under this section in respect of the care or support of the same family member shall not exceed eight weeks in the period referred to in subsection (3).

Copy of certificate

(8) If requested in writing by the employer within 15 days after an employee's return to work, the employee must provide the employer with a copy of the certificate referred to in subsection (2).

General

Notification to employer

**207.** (1) Every employee who intends to take a leave of absence from employment under section 206 or 206.1 shall

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(a) give at least four weeks notice in writing to the employer unless there is a valid reason why that notice cannot be given; and

(b) inform the employer in writing of the length of leave intended to be taken.

Notice of change in length of leave

(2) Every employee who intends to take or who is on a leave of absence from employment under section 206 or 206.1 shall give at least four weeks notice in writing to the employer of any change in the length of leave intended to be taken, unless there is a valid reason why that notice cannot be given.

Prohibition

**208.** (1) Subject to subsection (2), no employer shall require an employee to take a leave of absence from employment because the employee is pregnant.

Exception

(2) An employer may require a pregnant employee to take a leave of absence from employment if the employee is unable to perform an essential function of her job and no appropriate alternative job is available for that employee.

Length of leave

(3) A pregnant employee who is unable to perform an essential function of her job and for whom no appropriate alternative job is available may be required to take a leave of absence from employment only for such time as she is unable to perform that essential function.

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#### Burden of proof

(4) The burden of proving that a pregnant employee is unable to perform an essential function of her job rests with the employer.

#### Application

**208.1** Regardless of the time at which an employee makes a request under section 204, the rights and obligations provided under sections 204 and 205 take precedence over the application of subsection 208(2).

#### Right to notice of employment opportunities

**209.** Every employee who intends to or is required to take a leave of absence from employment under this Division is entitled, on written request therefor, to be informed in writing of every employment, promotion or training opportunity that arises during the period when the employee is on leave of absence from employment and for which the employee is qualified, and on receiving such a request every employer of such an employee shall so inform the employee.

#### Resumption of employment in same position

**209.1** (1) Every employee who takes or is required to take a leave of absence from employment under this Division is entitled to be reinstated in the position that the employee occupied when the leave of absence from employment commenced, and every employer of such an employee shall, on the expiration of any such leave, reinstate the employee in that position.

**Comparable position**

(2) Where for any valid reason an employer cannot reinstate **an** employee in the position referred to in subsection (1), the employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.

**Wages and benefits affected by reorganization**

(3) Where an employee takes leave under this Division and, during the period of that leave, the wages and benefits of the group of employees of which that employee is a member are changed **as** part of a plan to reorganize the industrial establishment in which that group is employed, that employee is entitled, **on** being reinstated in employment under this section, to receive the wages and benefits in respect of that employment that that employee would have been entitled to receive had that employee been working when the reorganization took place.

**Notice of changes in wages and benefits**

(4) The employer of every employee who is **on** a leave of absence from employment under this Division and whose wages and benefits would be changed **as** a result of a reorganization referred to in subsection (3) shall notify the employee in writing of that change as **soon** as possible.

**Right to benefits**

**209.2** (1) The pension, health and disability benefits and the seniority of any employee who takes or is required to take a leave of absence from employment

under this Division shall accumulate during the entire period of the leave.

Contributions by employee

(2) Where contributions are required from an employee in order for the employee to be entitled to a benefit referred to in subsection (1), the employee is responsible for and must, within a reasonable time, pay those contributions for the period of any leave of absence under this Division unless, before taking leave or within a reasonable time thereafter, the employee notifies the employer of the employee's intention to discontinue contributions during that period.

contributions by employer

(2.1) An employer who pays contributions in respect of a benefit referred to in subsection (1) shall continue to pay those contributions during an employee's leave of absence under this Division in at least the same proportion as if the employee were not on leave unless the employee does not pay the employee's contributions, if any, within a reasonable time.

Failure to pay contributions

(3) For the purposes of calculating the pension, health and disability benefits of an employee in respect of whom contributions have not been paid as required by subsections (2) and (2.1), the benefits shall not accumulate during the leave of absence and employment on the employee's return to work shall be deemed to be continuous with employment before the employee's absence.



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#### Deemed continuous employment

**(4)** For the purposes of calculating benefits of an employee who takes or is required to take a leave of absence from employment under this Division, other than benefits referred to in subsection (1), employment on the employee's return to work shall be deemed to be continuous with employment before the employee's absence.

#### Effect of leave

**209.21** Notwithstanding the provisions of any income-replacement scheme or any insurance plan in force at the workplace, an employee who takes a leave of absence under this Division is entitled to benefits under the scheme or plan on the same terms as any employee who is absent from work for health-related reasons and is entitled to benefits under the scheme or plan.

#### Status of certificate

**209.22** A medical certificate given pursuant to this Division is conclusive proof of the statements contained therein.

#### Prohibition

**209.3 (1)** No employer shall dismiss, suspend, lay off, demote or discipline an employee because the employee is pregnant or has applied for leave of absence in accordance with this Division or take into account the pregnancy of an employee or the intention of an employee to take leave of absence from employment under this Division in any decision to promote or train the employee.

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Prohibition -- compassionate care leave

(2) The prohibitions set out in subsection (1) also apply in respect of an employee who has taken a leave of absence under section 206.3.

Regulations

**209.4** The Governor in Council may make regulations

(a) specifying the absences from employment that shall be deemed not to have interrupted continuous employment referred to in sections 206 and 206.1;

(a.1) prescribing classes of persons for the purposes of paragraph (a) of the definition "family member" in subsection 206.3(1);

(b) specifying what does, or does not, constitute an essential function of a job referred to in section 208; and

(c) specifying what does not constitute a valid reason for not reinstating an employee in the position referred to in subsection 209.1(2).

Application of section 189

**209.5** Section 189 applies for the purposes of this Division.

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**Appendix C**

**Memorandum of Agreement: Salaries**

Amend the salary scales, as necessary, to reflect the following:

Year #1: October 1, 2003 - September 30, 2004

- a) Effective October 1, 2003, all wage scales shall be increased by an amount of 2.50% at the minimum and maximum and at all steps.
- b) Employees who at September 30, 2003, are paid above the maximum of their salary scale, shall receive a salary increase based on 2.50% of the maximum of their salary scale, to be added to their actual salary.
- c) Annual incremental increases will continue during the year to qualifying employees who are not at the maximum of their salary scale.

Year #2: October 1, 2004 - September 30, 2005

- d) Effective October 1, 2004, all wage scales shall be increased by 2.0% at the minimum and maximum and at all steps.
- e) Employees who at September 30, 2004, are paid above the maximum of their salary scale, shall receive a salary increase based on 2% of the maximum of their salary scale, to be added to their actual salary.

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f) Annual incremental increases will continue during the year to qualifying employees who are not at the maximum of their salary scale.

Year #3: October 1, 2005 - September 30, 2006

g) Effective October 1, 2005, all wage scales shall be increased by 2.25% at the minimum and maximum and at all steps.

h) Employees who at September 30, 2005, are paid above **the** maximum of their salary scale, shall receive a salary increase based **on** 2.25% of the maximum of their **salary** scale, to be added to their actual salary.

i) Annual incremental increases will continue during the year to qualifying employees who are not at the maximum of their salary scale.

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**TAB 6**

# COLLECTIVE AGREEMENT

This is Exhibit 6 referred to in the  
affidavit of Peter Murdoch  
sworn before me, this 21<sup>st</sup>  
day of October 2009

BETWEEN

  
A COMMISSIONER FOR TAKING AFFIDAVITS

**GLOBAL WINNIPEG (CKND)**  
A Division of Global Communications Ltd.

AND

**COMMUNICATIONS, ENERGY AND**

**PAPERWORKERS UNION OF CANADA**

**RECEIVED**  
DEC 13 2006

**EFFECTIVE: JUNE 15, 2004 - JUNE 14, 2007**

039 54 (07)

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**PARTIES**

THIS AGREEMENT is made and entered into this 24th day of June, 2004.

between

**CKND TELEVISION(GLOBAL WINNIPEG),  
A division of Global Communications Ltd.**

IN RESPECT OF ITS TELEVISION STATION,  
at 603 St. ~~Mary's~~ Road in WINNIPEG, MANITOBA

hereinafter referred to as "The Company"

*Party of the first part*

and

**COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, LOCAL 821M**

hereinafter referred to as "The Union"

*Party of the second part*

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**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 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 deposition of grievances.

It is a provision of this Agreement in recognizing the common interest between the parties to provide for the efficient operation of the station with full regard for economy of operation and the quality and quantity of work performance; and, that employees work co-operatively with other employees and management and at all times perform their duties diligently.

It is agreed that this Collective Agreement is the only Agreement between the Company and the Union in respect of employees covered in Article 2.

To these ends, this Agreement is signed in good faith by the parties.

**ARTICLE 2**  
**Definition of Bargaining Unit**

- 2.1 Whereas the Union was certified by the Canada Labour Relations Board on August 16th, 1978.
- 2.1.1 And whereas the Union and the Company have agreed to enter into a Collective Agreement on the basis of the Bargaining Unit defined herein containing terms and conditions of employment relative to the employees hereinafter referred to.
- 2.1.2 Now this Agreement witnesseth that the parties hereto agree as follows:
- 2.1.3 The Company recognizes the Union as the sole and exclusive bargaining agent for all persons employed in the unit defined:

All employees of Global Communications Limited, working at its television station, CKND-TV at 603 St. Mary's Road (including the adjacent premises known as Studio C) in Winnipeg, Manitoba, excluding President, General Manager, Assistant General Manager, Executive Secretaries, General Sales Manager, Secretary to General Sales Manager, Retail Sales Manager, all Employees of Sales Department, Director of Operations, Operations Manager, Operations Co-ordinator, Production Manager, Creative Services Manager, Client Service Director, Vice-President-Programming, Program Manager, Program Co-ordinator, Program Assistants, Program Distribution Supervisor, Promotion Director, Director of Engineering, Secretary to Director of Engineering, Assistant Director of Engineering, Director of Finance and Administration, Manager of Accounting, Office Manager, Accounting Clerks, Traffic Manager, Traffic Assistants, Announcer/Producer, News Director, Supervising Producer, Sports Director, **Duty** Editor, All Personnel of News/Sports Department other than News Assistant and Permanent Full Time Employees, Building Maintenance/Carpentry and Janitorial Staff, all others excluded by the Canada Labour Code.

### ARTICLE 3

#### Employee

- 3.1 The term "employee" as used in this Agreement shall mean any person, either male or female, employed in any classification included within the bargaining unit as defined in Article 2.1.3 of this Agreement (definition of bargaining unit).

Wherever in the wording of the Agreement the masculine gender is used, it shall be understood to include the feminine gender.

### ARTICLE 4

#### Employee Categories

- 4.1 All employees covered by this Agreement shall be considered full-time employees except as otherwise provided.
- 4.2 Probationary Period
- 4.2.1 Full time employees shall be probationary employees for a period of three (3) months from their commencement date of employment with the Company. Notwithstanding the foregoing, full-time employees hired into Job Classification Groups G and H shall be probationary employees for a period of four (4) months from their commencement date of employment with the Company. The Company may, after prior notice in writing to the **Union** and the employee, extend the probationary period of a full-time employee up to a further three (3) month period.

- 4.2.2 Part-time employees **shall** be probationary employees during their initial five-hundred-twenty (520) basic hours of service from their commencement date of employment with the Company. The Company may, after prior notice in writing to the Union and the employee, extend the probationary period of a part-time employee up to a further five-hundred-twenty (520) basic hours.
- 4.2.3 During the probationary period, or any extended term thereof, the Company may release an employee without cause and such release shall not be subject to a grievance and/or arbitration.
- 4.2.4 If a part-time or casual employee is hired to fill a full-time position in the same **job to** which he was previously assigned, his probation period as a full-time employee shall be reduced by the amount of time already spent in such position.
- 4.3 **A** part-time employee is defined as one hired to work on a regular basis but who normally works less than forty (40) hours per week. Such employees shall be paid on an hourly basis at a rate equal to 1/173 of the monthly salary applicable to the job to which the employee is assigned.
- 4.3.1 The parties recognize that circumstances do prevail which necessitate the hiring of part-time employees. The Company, however, will not hire part-time employees for the deliberate purpose of avoiding the hiring or reducing the number of full-time employees.
- 4.3.2 Part-time employees shall receive all benefits of this Agreement, except those dependent upon seniority.
- 4.3.3 Seniority of part-time employees shall be computed as a group distinct and apart from full-time employees. **A** part-time employee's seniority with the Company shall be deemed to have commenced upon the employee's date of hiring and shall be calculated on the basis of the employee's total hours of service with the Company. Part-time employees' seniority shall apply only within the part-time group of employees.
- 4.3.4 A part-time employee who becomes a full-time employee shall be credited for all hours worked as a part-time employee.
- 4.4 **A** casual employee is defined as one hired for a given term of employment to cover a child care leave, vacation leave or any other leave or for one who is hired for work during peak load periods or one who is hired on an irregular basis but who normally works less than forty (40) hours per week.

Such employees shall be paid on an hourly basis at the appropriate rate set forth in Article 27 for casual employees. Nothing contained in this Collective Agreement shall be construed as an obligation to provide a casual employee with a minimum number of hours of work.

4.4.1 Casual employees shall receive all benefits of the Collective Agreement, with the exception of the following Articles:

- 15 - Seniority
- 16 - Seniority After Interrupted Service
- 17 - Promotions and Transfers
- 18 - Upgrading
- 20 - Layoffs
- 21 - Re-engagement
- 25 - Grievance Procedure  
There shall be no right of grievance in respect of those articles which are not applicable to casual employees as set out in Article 4.4.1 herein.
- 30 - Tour of Duty  
The minimum credit for a casual employee shall be four (4) hours, except in the case of Receptionist, where the minimum credit shall be three (3) hours.
- 32 - Posting of Schedule  
Any provisions for a penalty or premium for failure to notify an employee of a change in schedule. Normal posting provisions shall apply.
- 33 - Days Off  
Provided, however, a reasonable effort shall be made to not schedule a casual employee for work on seven (7) consecutive days. No adverse consequences shall apply to a casual employee who elects to not be available for work on the seventh (7th) consecutive day.
- 34 - Work On Days Off: Shall not apply but the following shall apply:  
A reasonable effort shall be made to not schedule a casual employee for work on seven (7) consecutive days. No adverse consequence results to a casual employee who elects not to be available for work on the seventh (7<sup>th</sup>) consecutive day.  
  
- A casual employee who works on the 6 or 7 day (not necessarily consecutively) during any week shall be paid at overtime rates of pay in regards to hours worked on the said days, except in the case of an employee who is scheduled to work as contemplated by Articles 33.6 and 33.7.

- 37 - Overtime  
All provisions apply except: unscheduled overtime (37.3) shall apply only where an eight (8) hour tour of duty has been completed prior to the overtime in question; time off in lieu of overtime pay (37.5) shall not apply.
- 38 - Call-back  
Call-back shall apply only where an eight (8) hour tour has been completed prior to the call-back.
- 39 - Turn-around  
Turn-around shall apply only where an eight (8) hour tour of duty has been completed prior to turnaround.
- 44 - Vacations: Shall not apply, but the following shall apply:  
Casual employees shall be entitled to vacations with pay as prescribed by the Canada Labour Code.  
- As at May 1<sup>st</sup> of each year, an employee's earnings to that date shall be computed on the basis of 4% or 6% as the case may be and he shall be paid the computed vacation pay immediately prior to the commencement date of his designated vacation period. Vacations shall be assigned to be taken within a period of ten (10) months following May 1<sup>st</sup> of each year.
- 45 - Paid Holidays: Shall not apply, but the following shall apply:  
Where an employee does not work on a paid Holiday as defined in Article 45, but if he has worked for at least 15 days during the 30 calendar days immediately preceding the General Holiday, he shall be entitled to General Holiday pay based on one-twentieth (1/20) of the wages the employee earned during the 30 calendar days immediately preceding the General Holiday.
- 46 - Scheduling of Christmas and New Year's Day
- 47 - Sick Leave
- 48 - Compassionate Leave: This article hence forth shall apply to casual employees subject to the following:  
If the employee would otherwise have been scheduled to work he shall be paid for those otherwise scheduled days subject to Article 50.1 of the collective agreement.
- 50 - Jury Duty and Witness Leave: This article shall not apply, but the following shall apply:  
A casual employee who has been called to serve as a juror, or who is subpoenaed as a prosecution or defence witness in a non-civil court proceeding, shall not be scheduled for work during the period he is to attend court as a juror or witness.  
  
- If the employee would have otherwise been scheduled to work during the working hours he is in attendance as a juror or witness, the employee shall be paid for all such hours, subject to Sections 50.1 of the Collective Agreement.

**ARTICLE 5**  
**Management Rights**

- 5.1 Except to the extent expressly abridged by a specific provision of this Collective Agreement, the Company retains its rights to manage the affairs of the Company.

**ARTICLE 6**  
**Union Security and Dues Check-off**

- 6.1 For all employees who were members of the Union as of March 1st, 1979 and all future employees hired thereafter within the bargaining unit as defined in Article 2.1.3 of this Agreement (definition of bargaining unit), the Company agrees to deduct Union dues so defined below from the employee's earnings.
- 6.2 During the term of this Agreement, the Company agrees to deduct semi-monthly from employees referred to in Article 6.1, an amount equal to the uniform dues and/or uniform assessments as levied by the Union. The deductions are to be based on gross monthly earnings.
- 6.3 The Company will be notified by registered mail of any changes in the rate of deductions.
- 6.4 The Company agrees to remit the monies so deducted to the Union or its nominee, monthly by cheque, payable at par in Canadian funds. The Company shall remit such dues by **the fifteenth** (15th) of the **month** following **the month** for which **the** dues are deducted, and shall include with such remittance a statement showing the names and base salary of the employees from whom deductions have been made and the respective amounts deducted, and the employees within the bargaining unit who have left or joined the Company since the last payment.

**ARTICLE 7**  
**Non-Discrimination**

- 7.1 The Company will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or lawful activity on behalf of the Union. The Company will not discriminate in respect to hiring, tenure of employment or any term of employment against any employee covered by this Agreement because of membership in or lawful activity on behalf of the Union, nor will it discourage or encourage membership in the Union, or attempt to encourage or discourage membership in another Union.

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- 7.2 The Union agrees that it will not discriminate against, coerce or restrain any employee covered by this Agreement or attempt to do any of the foregoing because of his membership or non-membership in the Union.
- 7.3 No employee covered by this Agreement shall be required as a condition of employment to become a member of the Union.

**ARTICLE 8**  
**Notification**

- 8.1 The Company shall within seven (7) days (excluding Saturdays, Sundays, and holidays) mail to the designated Western Regional office of the CEP, notification in respect of the following:
- 8.1.1 Names of employees who have been hired, promoted, transferred (except temporary promotions or transfers) and the name of any employee who has completed his probationary period.
- 8.1.2 The Company shall, within the period referred to in Article 8.1, advise the President of the Local Union of the name of any employee who has been suspended or dismissed or who has received expressions of dissatisfaction as set out in Article 22.
- 8.1.3 The employer agrees to give appropriate consideration to a request by an employee for review of their personnel record for the purpose of removing any disciplinary letter which is at least two (2) years old. The employer retains the sole right to decide as to whether any such letter is to be removed.
- 8.2 Any notification to an employee required under the provisions of the Collective Agreement is understood to mean that the Company will notify the employee directly. A person, upon being hired, shall be given written notification setting forth his starting date, job classification and wage level. Additionally, an employee will be provided with a copy of the current Collective Agreement where copies have been supplied to the Company by the Union.

**ARTICLE 9**  
**Leave For Union Activities**

- 9.1 Upon request by the Union, the Company will, where it is not disruptive to operations to do so, release without loss of regular pay, up to three (3) employees named by the Union to attend grievance or negotiation meetings with the Company and up to two (2) employees named by the Union to attend Joint Committee meetings with the Company.



A request for release from work under this sub-section, indicating the reasons for the request, shall be submitted in writing at least five (5) working days in advance. The obligation of the Company to provide paid leave to members of the Union negotiating committee shall cease on the appointment of a conciliation officer.

- 9.2 Efforts will be made to schedule grievance meetings during employees' working time without, however, disrupting normal scheduling arrangements.
- 9.3 Subject to production and scheduling requirements, leave without pay will be granted for a reasonable time to no more than two (2) employees who have been duly authorized to represent employees, in order to attend Executive Council meetings, Labour Conventions and Congresses. A request for leave under this subsection, indicating the reasons for the leave and the period of time requested, shall be submitted in writing at least fifteen (15) days in advance.
- 9.4 Subject to production and scheduling requirements, leave without pay will be granted for a reasonable time to no more than three (3) employees named by the Union to carry out negotiation related work not involving direct meetings with the Company. A request for such leave shall be submitted in writing at least five (5) working days in advance.

#### **ARTICLE 10**

##### **Union Access to Premises**

- 10.1 Where an accredited Union official wishes access to the Company's premises, or any of its operations, he shall submit a request to do so in writing to the Company not later than twenty-four (24) hours in advance. This time limit restriction and the request in writing may be waived in specific instances by an arrangement between the Union representative and a senior representative of the Company. The notification shall indicate the reason for which access is requested.
- 10.2 Where authorization is given pursuant to 10.1 herein, it shall only be given to carry out observations at reasonable times and such observations shall be carried out in such a way as to not interfere with the normal operations of the Company.
- 10.3 Authorizations requested pursuant to this Article shall not be unreasonably withheld.

#### **ARTICLE 11**

##### **Union Activities**

- 11.1 The Union or its members will not engage in Union activities of any kind on the premises of the Company or any of its operations except with the permission of the Company to do so or except where such is provided for in a specific Article of this Agreement.

**ARTICLE 12**  
**Non-Competition**

- 12.1 An employee shall not engage in activities or work which in any way is in direct competition with the Company except with the prior approval of the Company.

**ARTICLE 13**  
**No Work Stoppage - No Lock-out**

- 13.1 During the term of this Agreement the Union will not cause, nor permit its members to cause, nor will any member of the bargaining unit take part in a slowdown or strike, wither a sit-down or stay-in or any other kind of strike or any other kind of interference or any work stoppage whatsoever, either total or partial, of any of the Company's operations; and
- 13.2 The Company will not cause, nor permit its employees to cause, engage in or permit a lockout of any of its employees within the bargaining unit during the term of this Agreement.
- 13.3 In the event of a breach of this article, the adversely affected party shall be left with all the remedies available in law or equity.

**ARTICLE 14**  
**Union Use of Bulletin Board**

- 14.1 The Company agrees to the posting by the Union on notice boards designated by the Company, of announcements regarding elections, meetings and internal business affairs of the local Union. Posting of any other material must first be approved by the local Union and authorized by management.

**ARTICLE 15**  
**Seniority**

- 15.1 Company seniority shall be deemed to have commenced on the date of hiring by the Company and shall be equal to the length of continuous service, except where the Collective Agreement provides otherwise.

ARTICLE 16  
Seniority After Interrupted Service

- 16.1 In the event an employee who has completed one (1) year of service is laid off or is granted leave of absence or transferred to a position within the Company not covered by this Agreement, the following shall apply:
- 16.1.1 Continuity of service for purposes of Company seniority shall be considered unbroken if he returns to the status of an employee within six (6) months, or
- 16.1.2 If he returns to the status of an employee after six (6) months and before one (1) year has elapsed, his Company seniority upon returning shall be that which he had on the effective date of such layoff, transfer or leave of absence.

ARTICLE 17  
Promotions & Transfers

- 17.1 The employee in order of Company seniority, if he meets the qualifications for the position and if he has the ability to perform the job as determined by the Company, will be considered for transfer to fill a vacancy or to be promoted to fill a vacancy in a higher rated job classification. The employee where appointed will be given assistance and instruction in the higher rated job. Nothing in this article precludes the Company from hiring outside where no person within the bargaining unit satisfies the ability and qualification requirements set by the Company.
- 17.2 Any vacancy in respect of a permanent job shall be posted for a minimum of six (6) days prior to hiring outside or non-bargaining unit personnel for such vacancies. Nothing herein precludes the Company from staffing the posted job on an interim basis until the vacancy is filled.
- 17.3 Without his consent, no employee shall be permanently transferred or assigned to a position outside the bargaining unit and the employee will not be penalized for such refusal.
- 17.4 Without his consent, no employee shall be permanently transferred or assigned to another job classification and the employee will not be penalized by such refusal. This provision is not applicable in the case of a demotion.
- 17.5 Where the Company intends to promote an employee from Camera/Studio in Job Classification C to Senior Camera in Job Classification E, or where it intends to promote an employee from Electronics Technician in Job Classification F to Senior Electronics Technician in Job Classification H, or where it intends to promote an

employee from Audio in Job Classification C to Senior Audio in Job Classification E, the Company may do so without posting the position as provided in 17.2 above.

#### **ARTICLE 18**

##### **Upgrading**

- 18.1 Where an employee is temporarily assigned to perform a job within a higher job classification than the job classification to which he is normally assigned, he shall be paid the following for that work in addition to the salary for the job to which he is normally assigned:
- 18.1.1 The amount of six dollars (\$6.00) where he is assigned to a higher job classification for a period between one and four hours on any one shift of work; and
- 18.1.2 The amount of twelve dollars (\$12.00) where he is assigned to a higher job classification for more than four hours on any one shift of work.
- 18.1.3 Where an employee is designated by the Company to temporarily act in a supervisory position not covered by this Agreement, the employee so designated shall, subject to 18.2, be entitled to the upgrading rates set forth in 18.1 herein.
- 18.2 The additional pay provisions set forth in Section 18.1 of this Article shall not apply to part-time employees nor shall they apply in cases where:
- 18.2.1 The work of a higher job classification is performed on an intermittent or irregular basis during the shift of work; or
- 18.2.2 The work of a higher job classification is for a period of less than one (1) hour during the shift of work; or
- 18.2.3 The employee is assigned to work in a higher job classification for training or trial, for a maximum of twenty (20) working days, except where an employee is covering for another employee who is away on vacation; or
- 18.2.4 An employee is covering the first day of accident of another employee.
- 18.3 The additional pay provisions set forth in this article shall not apply to employees assigned to the General Operator position by virtue of the fact the said job is a floater position.

**ARTICLE 19****Discipline**

- 19.1 Discipline of an employee who has successfully completed his probationary period shall be for just and sufficient cause, and it is agreed that discipline may be subject to the grievance procedure. Dismissal of a probationary employee shall not be a subject of grievance, but a probationary employee who has been given notice of termination may request a reconsideration thereof by his Department Manager and the General Manager. The decision of the Department Manager and the General Manager shall be final and binding.

**ARTICLE 20****Lay-Offs**

- 20.1 Where employees are to be laid-off from a job such lay-offs shall proceed in inverse order of Company **seniority** from within the same job, provided that no employee is to be displaced by a more senior employee unless the latter meets the qualifications for the position and if he **has** the ability to perform the work as determined by the Company in respect of the job filled by the employee with less seniority.
- 20.2 **An** employee to whom notice of lay-off has been given may apply his seniority to another job within his job classification or to a lower job classification provided:
- 20.2.1 He **has** previously worked for **six** (6) months or more in the job to which he wishes to apply his seniority; and
- 20.2.2 He possesses the ability and qualification requirements as set by the Company and is capable of performing efficiently the job to which he wishes to apply his seniority.
- 20.3 In the event of a lay-off of **an** employee the following notice provisions shall apply:
- a) One **(1)** year or less of continuous service - two (2) weeks' notice;
  - b) More than one (1) year but less than five **(5)** years of continuous service - four **(4)** weeks' notice;
  - c) Five **(5)** or more years of continuous service - five **(5)** weeks' notice.
- The Company reserves the right to provide pay in lieu of notice in respect of all or part of **an** employee's notice period.
- 20.4 An employee who has reverted as the result of a lay-off to a lower job classification shall continue to receive the salary he has been receiving in the higher job classification. The employee's salary shall be frozen (red-circled) but

shall be adjusted at each general increase date as provided in Article 27.1 to the extent that his salary shall be no less than the same percentage increase above the minimum salary for the lower job classification that he was being paid above the minimum salary for the higher job classification.

- 20.5 The Company agrees that it will not consistently schedule overtime in a deliberate attempt to bring about or to extend lay-offs.
- 20.6 A laid-off employee who has been employed for a period of twelve (12) months or more shall receive severance pay based on two (2) weeks' regular salary in respect of continuous years of service up to fourteen (14) years, and two and one-half (2 ½) weeks regular salary in respect of continuous service after fourteen (14) years to a maximum of forty (40) weeks of severance pay.

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

Severance pay shall only be paid after the employee no longer has re-engagement rights pursuant to Article 21 or after the employee has notified the Company in writing that he has elected to surrender his re-engagement rights whichever shall first occur. Acceptance of severance pay will be classed as a voluntary resignation with termination of the employee's seniority and employment rights. Severance pay as provided herein shall be deemed to be inclusive of any severance payments required by law.

#### **ARTICLE 21** **Re-Engagement**

- 21.1 Where vacancies occur in any job, the Company agrees to re-engage former employees who have been laid-off from that particular job within the job classification where the vacancy has occurred. This provision shall apply where the former employee has been employed for at least six (6) months and has been laid-off for a period not exceeding one (1) year.
- 21.2 The Company's responsibility will be considered fulfilled if the Company gives notice of re-engagement either by personal delivery to the employee's last known address or by registered mail to the said address.
- 21.3 Where former employees are re-engaged pursuant to Article 21.1 herein, the re-engagement shall be by seniority in that particular job within the job classification.

**ARTICLE 22****Expressions of Dissatisfaction**

- 22.1 **An** employee shall be notified in writing of any written expression of dissatisfaction concerning **his** work within a period of fifteen (15) days of the expression of dissatisfaction becoming **known** to his department manager. The employee shall be furnished with a copy of any such expression which may be detrimental to his advancement or standing within the Company. **If** this procedure is not followed, such expressions of dissatisfaction shall not become part of his record for use against him at any time.
- 22.2 The employee's reply **to** such expression of dissatisfaction, if received within ten (10) working days after he has been given notice referred to in Article 22.1 herein, shall become **part** of his record. If such reply is not so received, as provided herein, it will not become part of his record for use by him at any time.
- 22.3 **An** employee may have access to his personnel performance file in the presence of his Department Manager during office hours, at six (6) month intervals (or earlier in the case of a grievance by the employee) at a mutually agreeable time, but in any event no later than three (3) working days after such request by the employee.

**ARTICLE 23****Duties and Responsibilities**

- 23.1 The Company agrees it will not assign duties normally performed by members **of** the Bargaining Unit to non-bargaining unit personnel to the extent the same would result in the lay-off of a member of the bargaining **unit**, or result in a failure to recall **an** employee (who holds re-engagement rights under Article 21) from lay-off.
- 23.2 Notwithstanding Article 23.1 or otherwise, nothing precludes the Company from transferring, assigning or consolidating work or functions heretofore performed at Global Television (Winnipeg) to another location or facility owned by or associated with CanWest Global, not covered by this Agreement.
- 23.3 In the event the lay-off of an employee directly results **from** transferring, assigning or consolidating work or functions as referred to in Article 23.2, an affected employee shall be entitled to severance pay based on the following:
- a) Two and one-half (2 1/2) weeks' pay per year in respect of continuous service of up to fourteen (14) years, **and**;
  - b) Three (3) weeks' pay per year in respect of continuous service after fourteen (14) years.

- c) The maximum payable shall be fifty (50) weeks' pay. In the case of an incomplete year, the severance pay shall be on a pro rata basis calculated to the nearest month.
- 23.4 Severance payment, as provided in the Agreement, shall be deemed to include any severance payment required pursuant to any statute. Acceptance of severance pay will be classed as a voluntary resignation with termination of the employee's seniority and employment rights.
- 23.5 Employees shall take all necessary and reasonable care and precaution so as to ensure against loss, damage or destruction to Company premises and equipment.

#### ARTICLE 24

##### CEP Seal

- 24.1 The Company agrees to affix the current CEP seal to all tape containers containing video tape material produced by CKND for distribution outside the station. Such seals of a size acceptable to the Company shall be supplied by the Union.

#### ARTICLE 25

##### GRIEVANCE PROCEDURE

- 25.1 It is mutually agreed that it is the spirit and intent of this Agreement to adjust, as quickly as possible, grievances arising from the application, administration, interpretation or alleged violation of this Agreement.
- 25.2 An employee shall first discuss his grievance informally with his department manager or management designee and attempt to settle the same before reducing the matter to writing and filing the same at Step 1 herein. If an employee so wishes he may be accompanied by his Local Union Representative.
- 25.3 In the event of a grievance in reference to the application, administration, interpretation or alleged violation of this Agreement, the following shall be the procedure for adjustment and settlement thereof:

**STEP 1:** The grievance, which shall be reduced to writing, shall set out the nature of the matter complained of, the specific provision of the Agreement allegedly violated and the remedy sought. A copy of the grievance shall be delivered to the General Manager of the Company or his designee, and to the International President of the Union or his designee, within ten (10) working days of the arising of such grievance. A copy shall also be simultaneously delivered to the employee designated by the employees as their Chairperson of the Grievance Committee.



**STEP 2:** The grievance shall be discussed with the General Manager of the Company or his designee and the Local Grievance Committee consisting of not more than three (3) members. Such discussions will deal with grievances of which at least two (2) days notice shall have been received. Such meetings shall take place within ten (10) working days of the request by either party for a meeting. A record of the results of said meeting shall be kept and approved by both parties.

**STEP 3:** If the grievance is not settled within ten (10) working days after the meeting described in Step 2, the matter shall be discussed between the General Manager of the Company and the International President or their designees for further discussion and consideration. Such discussion and consideration shall take place within ten (10) working days of the meeting at Step 2. The Company's reply shall be given within five (5) working days of the discussion and consideration pursuant to this Step.

**STEP 4:** In the event that the representatives of the Company and the Union cannot reach agreement, either party may, by registered mail within sixty (60) days of the meeting described in Step 3, submit the grievance to binding arbitration. The selection and appointment of an arbitrator shall be made by the parties within ten (10) days of receipt of the notice of referral to arbitration and shall be made ~~from~~ the following list drawn by lot.

- 1) Diane Jones, QC
- 2) Rob Simpson
- 3) Michael Werier

The cost and/or expenses of such arbitration shall be borne equally by the Company and the Union, except that no party shall be obligated to pay the cost of transcribing the arbitration without the express consent of both parties. The person selected/appointed in accordance with the above must agree prior to his/her appointment to render an award within sixty (60) calendar days from the date of the last day of the hearing, unless extended by the mutual agreement of both parties.

- 25.4 The arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement, but he shall have the power to direct, if he thinks proper, that any employee who has been suspended, discharged or otherwise disciplined without just and sufficient cause shall be re-instated with any other benefit under this Agreement which may have been lost.
- 25.5 If either of the parties to this Agreement considers that this Agreement is being misinterpreted or violated in any respect by the other party, the matter may be discussed between representatives of the Company and Union, and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 4 of the grievance procedure.

- 25.6 In dismissals and matters of general concern where time is of the essence the grievance shall be discussed at Step 3, between the representatives of the Company and the Union, and if not satisfactorily settled, either party may refer the matter to arbitration as provided in Step 4 of this Article.
- 25.7 Time Limits  
Any time limit mentioned under this grievance procedure shall exclude Saturdays, Sundays and Statutory Holidays, and may be extended by mutual consent.
- 25.8 Employees shall suffer no loss of pay or other benefits while attending grievance meetings with the Company.

**ARTICLE 26**  
**Jobs and Classifications**

- 26.1 The term "job" as used in this Agreement means a specific assignment of work. More than one (1) employee may be employed in the same job.
- 26.2 The term "job classification" as used in this Agreement means a number of jobs grouped together, and to which a common wage or salary scale is applicable.
- 26.3 The following are the jobs and job classifications to which this Agreement applies:

**JOB CLASSIFICATION (A)**

Courier, Receptionist, Script Assistant, Gaffer

**JOB CLASSIFICATION (B)**

Integration Switcher

**JOB CLASSIFICATION (C)**

Audio, VTR/Film Editor, Camera/Studio, Floor Director, On-air VTR, Promotion Assistant, Client Service Assistant, Production Assistant, News Assistant

**JOB CLASSIFICATION (D)**

Artist, Electronic Graphics Operator, General Operator, Casuals

**JOB CLASSIFICATION (E)**

News Camera/Photographer, ENG/EFP Camera, Switcher/Master Control, Production VTR/ENG Editor, Senior Camera, Writer/Producer, Writer/Editor, Senior Audio

**JOB CLASSIFICATION (F)**

Electronic Technician, Microwave Van Operator

**JOB CLASSIFICATION(G)**

*Art* Director, ENG/EFP Supervisor, Studio Director, Associate Director, TD/Director, VTR/Telecine Supervisor, Editing Supervisor, News Reporter/Anchor, Sports Reporter/Anchor, Assignment Editor

**JOB CLASSIFICATION (H)**

Producer/Director, Senior Electronics Technician, News Anchor/Reporter, Sports Anchor/Reporter, Global News Correspondent, Photo/Journalist

- 26.4 The Company may from time to time alter job functions but the Company agrees it shall not alter a job function for the sole purposes of removing it from the bargaining unit.
- 26.5 It is recognized by the parties that Producers/Directors, Writer/Producers, News/Sports Personnel, Associate Directors, Promotion Assistant, Production Assistant, *Art* Director, News Camera/Photographer, ENG/EFP Camera, Production VTR, TD/Director and any other employee on an out of province assignment may work on a flexible shifting pattern. Such flexible shifting patterns and conditions pertaining thereto may continue in effect upon mutual agreement between the employee concerned and the Company. **An** employee will not be penalized for refusal to work such flexible shifting patterns.
- 26.6 Where a new job is created by the Company, the inclusion or exclusion of the job from the bargaining unit shall be a matter of discussion between the parties. Consideration shall be given to whether the job is equivalent or comparable to other jobs in or out of the bargaining unit. Where there is no mutual agreement between the parties on inclusion or exclusion, the matter may be referred by either party to the Canada Labour Relations Board.
- 26.7 Nothing in this Agreement precludes the Company and an employee from continuing with the existing practice **of** employees performing work outside their regular duties on a freelance basis for the Company, where the compensation and conditions of such freelance work are mutually agreed by the employee and the Company. This arrangement shall not be used **for** the purpose of displacing regular full-time employees.
- 26.8 It is recognized that certain assignments involving ENG/EFP equipment may require a crew consisting of more than one person depending upon the amount of auxiliary equipment required, accessibility of the assignment, and the time factors involved. Having regard for the circumstances in each case, the Company will, where it deems it appropriate to do so, allocate more than one person to a particular assignment involving ENG/EFP equipment.

**ARTICLE 27**  
**Salaries**

- 27.1 The following are the minimum salaries payable semi-monthly for full-time and part-time employees:

	<b>June 15, 2004</b>	<b>June 15, 2005</b>	<b>June 15, 2006</b>
Start Rate	826	843	860
Rate after Probation	851	868	885
Rate 1 year after Probation	877	895	913

	<b>June 15, 2004</b>	<b>June 15, 2005</b>	<b>June 15, 2006</b>
Start Rate	884	902	920
Rate after Probation	911	929	948
Rate 1 year after Probation	938	957	976

**JOB CLASSIFICATION (C)**

Audio, VTR/Film Editor, Camera/Studio, Floor Director, On-Air VTR, Promotion Assistant, client Service **Assistant**, Production Assistant, News

	<b>June 15, 2004</b>	<b>June 15, 2005</b>	<b>June 15, 2006</b>
Start Rate	918	936	955
Rate after Probation	946	965	984
Rate 1 year after Probation	975	995	1015

**JOB CLASSIFICATION (D)**

Artist, Electronic Graphics Operator, General Operator, Casuals

	<b>June 15, 2004</b>	<b>June 15, 2005</b>	<b>June 15, 2006</b>
Start Rate	993	1003	1013
Rate after Probation	993	1013	1033
Rate 1 year after Probation	993	1013	1033

**JOB CLASSIFICATION (E)**

News Camera/Photographer, ENG/EFP Camera, Switcher/Master Control,  
Production VTR/ENG Editor, Senior Camera, Writer/Producer, Writer/Editor

	June 15, 2004	June 15, 2005	June 15, 2006
Start Rate	1076	1098	1120
Rate after Probation	1109	1131	1154
Rate 1 year after Probation	1142	1165	1188

**JOB CLASSIFICATION (F)**

Electronics Technician, Microwave Van Operator

	June 15, 2004	June 15, 2005	June 15, 2006
Start Rate	1084	1106	1128
Rate after Probation	1115	1137	1160
Rate 1 year after Probation	1149	1172	1195

**JOB CLASSIFICATION (G)**

Art Director, ENG/EFP Supervisor, Studio Director, Associate Director,  
TD/Director, VTR/Telecine Supervisor, Editing Supervisor, News  
Reporter/Anchor, Sports Reporter/Anchor, Assignment Editor

	June 15, 2004	June 15, 2005	June 15, 2006
Start Rate	1100	1122	1144
Rate after Probation	1133	1156	1179
Rate 1 year after Probation	1168	1191	1215

**JOB CLASSIFICATION (H)**

Producer/Director, Senior Electronics Technician, News Anchor/Reporter, Sports  
Anchor/Reporter, Global News Correspondent, Photo/Journalist

	June 15, 2004	June 15, 2005	June 15, 2006
Start Rate	1123	1145	1168
Rate after Probation	1155	1178	1202
Rate 1 year after Probation	1189	1213	1237

27.2 The minimum hourly rate payable to casual employees shall be computed by dividing eighty-six and sixty-seven one hundredths (86.67) into the semi-monthly wage for General Operator (Job Classification D) classification or the employee's semi-monthly salary, whichever is the greater.

27.3 **SALARY INCREASES**

1. Year #1: June 15, 2004 - June 14, 2005

1.1 Each employee shall have his salary increased by two percent (2.0%).

1.2 The minimum salaries at each level for all job classifications set forth in Article 27.1 shall be increased by two percent (2.0%).

2. Year #2: June 15, 2005 - June 14, 2006

2.1 Each employee shall have his salary increased by two percent (2.0%).

2.2 The minimum salaries at each level for all job classifications set forth in Article 27.1 shall be increased by two percent (2.0%).

3. Year #3: June 15, 2006 - June 14, 2007

3.1 Each employee shall have his salary increased by two percent (2.0%).

3.2 The minimum salaries at each level for all job classifications set forth in Article 27.1 shall be increased by two percent (2.0%).

**Note:** In the event of retroactivity, it shall only apply in regards to basic wages.

**ARTICLE 28**  
**General Wage Provisions**

28.1 Employees shall be paid according to the job classification to which they are assigned.

28.2 Where an employee is promoted to a position and his salary increases by at least 3%, the employee's anniversary date thereafter shall be the anniversary of such increase.

- 28.3 The Company will provide a breakdown of the pay calculations and a copy of such breakdown will be provided to the employee. Where an employee's record of time is altered, he shall be advised in writing as to the alteration by his Supervisor.
- 28.4 For the purpose of computing an employee's hourly rate, his semi-monthly salary shall be divided by eighty-six and sixty-seven one hundredths (86.67) hours.
- 28.5 Approximately fifty percent (50%) of the employee's normal net basic monthly salary will be paid on the fifteenth (15<sup>th</sup>) day of each month. Should the fifteenth (15<sup>th</sup>) day be a non-banking day, it will be paid on the last preceding legal banking day. The balance of money earned for that month will be paid on the last legal banking day of that month.
- 28.6 Payment of the overtime and other premiums shall be made not later than the end of the following month that such overtime or other premiums were earned.
- 28.7 An employee who has successfully completed his Probationary period or any extension thereof shall automatically move to the Rate After Probation immediately upon the successful completion of the said period.

One (1) year after the employee has successfully completed his probationary period or any extension thereof, the employee shall automatically move to the Rate 1 Year After Probation where the employee's performance has been satisfactory. Rate After Probation means the applicable rate after an employee has successfully completed his probationary period or any extension thereof.

- 28.8 Where an employee's basic salary has been increased, the Company shall not unilaterally decrease the employee's salary. Further, no employee shall suffer a reduction in his basic salary as a result of the implementation or administration of the salary plan.
- 28.9 Stand-by
- 28.9.1 Engineering, News and News-related personnel may be assigned to Stand-by duty. Where so assigned, they shall be compensated at the rate of two dollars (\$2.00) per hour or part thereof for each hour designated as stand-by duty. The minimum stand-by payment under this provision shall be six dollars (\$6.00).

On general holidays employees shall receive the stand-by pay at the rate of one and one-half times (1.5x) the stand-by rate.

Where an employee who is receiving stand-by pay and is called back to work, during a stand-by period, they shall be paid pursuant to Article 38 and shall not be entitled to stand-by pay in respect of the call-back period.

- 28.9.2 Stand-by assignments shall be assigned to qualified employees on as equitable a basis as is reasonably possible.
- 28.9.3 Where **an** employee who is assigned to stand-by is called out, outside his regular scheduled hours of work, he shall be paid for such time at the applicable rate of pay **with a minimum of four (4) hours.**
- 28.9.4 **An** employee may, in mitigating circumstances, request that he be relieved from being assigned to stand-by duty. Where the Company determines it can reasonably grant such a request, it will do so.

**ARTICLE 29**  
**Work Week**

- 29.1 The forty (40) hour week shall obtain and shall commence at 12:01 a.m. Monday. The hours of work shall be exclusive of all meal periods.

**ARTICLE 30**  
**Tour of Duty**

- 30.1 A tour of duty shall mean the authorized and/or approved time worked by a full-time employee during a day, with a minimum credit of eight (8) hours, calculated to the last quarter (1/4) hour in which work was performed; provided that if it extends beyond midnight it **shall** be considered **as** falling wholly within the calendar day in which it starts. There shall be no assignment of split shifts for full-time employees.

**ARTICLE 31**  
**Excessive Hours and Safety**

- 31.1 The Company agrees to give proper attention to the health and safety of its employees.
- 31.2 Having due regard to health and safety, and having regard for the work to be performed, the Company agrees to try to schedule the work load **so** that any individual employee is not unnecessarily and repeatedly scheduled to work excessive overtime hours.
- 31.3 Where potentially dangerous or hazardous work conditions are involved, all reasonable safety and precautionary measures shall be taken.



- 31.4 The Company agrees to supply protective safety clothing, safety footwear and/or safety devices for employees on assignments (e.g. remotes, towers) where conditions require their use and to supply other special attire where required by the Company. It is understood that such safety apparel and/or safety devices and special attire will remain the property of the Company and shall be returned in good condition on demand.
- 31.4.1 Where weather conditions necessitate, the Company will make reasonable rain and cold weather outerwear available on a pool basis, for use outside by personnel when assigned to a mobile.
- 31.5 Where transportation is provided to employees by the Company, the appropriate safety standards shall be observed.
- 31.6 The Company and the Union shall each appoint a representative to act as a safety committee and the parties shall cooperate in the carrying out of recommendations of the said committee relating to the safety and health of employees.

**ARTICLE 32**  
**Posting of Schedule**

- 32.1 Each employee's schedule for any week shall be posted as early as possible, but in no event later than three (3:00) p.m. on the Friday nine (9) days prior to the week in question. It is the intent of the foregoing to ensure that each employee is advised of his work schedule at the earliest possible time, but it is understood that circumstances do arise which require the changing of schedules.
- 32.1.1 Each employee's schedule shall state clearly daily starting time, finishing time (e.g. 4:00 p.m. to sign-off) and days off.
- 32.1.2 In the event that the employee's schedule for any week is not posted in accordance with Section 32.1 and 32.1.1 of this Article, his previous weekly schedule shall carry over until a new schedule is posted, subject to all the provisions of the Collective Agreement.
- 32.1.3 After this posting and subject to 32.1.5 below, there shall be no reduction in the number of hours scheduled for any day in the week without notice being given by 12:00 noon of the day prior to the day in question. When an employee is on duty, the Company will be deemed to have given notice when such notice is posted and the Company has made every reasonable effort to reach the employee. If the employee is off duty or on a remote assignment, the Company will notify the employee directly, or give such notice to a responsible person at the employee's residence.

If such notice is not posted or the employee, when on a day off or on remote assignment, has not been notified, the employee shall be credited with all hours originally scheduled plus any additional hours.

- 32.1.4 Notice of change of starting time shall be given by 12:00 noon of the day before the day affected. If such notice is not given the employee shall be credited with all hours originally scheduled plus any additional hours.
- 32.1.5 The notice referred to in 32.1.3 and 32.1.4 herein shall be deemed to be waived where unforeseen circumstances beyond the control of the Company prevail on the day in question (including the failure of another employee to notify the Company of circumstances necessitating the change).

### ARTICLE 33

#### Days Off

- 33.1 Two (2) scheduled days off shall be defined as forty-eight (48) hours plus the turn-around period of twelve (12) hours for a total of sixty (60) hours. Three (3) and four (4) scheduled days off in separate work weeks shall be defined respectively as seventy-two (72) hours plus the turn-around period and ninety-six (96) hours plus the turn-around period. When the two (2) scheduled days off are separated as provided in Section 33.4 there shall be eighty-four (84) hours between the end of the last tour and the beginning of the next tour. Where an employee is moved or transferred from one shift to another shift, the twelve (12) hour turn-around period shall not be included for the purpose of defining the scheduled days off.
- 33.2 An extra day off or a day off in lieu is defined as twenty-four (24) hours plus the turn-around period and shall be scheduled at a mutually agreeable time.
- 33.3 The five (5) days in any work week need not necessarily be consecutive; they may be separated by two (2) consecutive days off.
- 33.4 Two (2) scheduled days off may be separated by a holiday only when no work is scheduled on that holiday.
- 33.5 The Company shall make every effort to schedule days off on weekends as frequently as possible.
- 33.6 Notwithstanding any other provision to the contrary in this Agreement, an employee's days off may be scheduled consecutively in a two (2) week period without penalty to the Company.

- 33.7 Whenever it is able to do so, the Company will endeavour to schedule four (4) days off after any ten (10) consecutive days on.

**ARTICLE 34**  
**Work On Days Off**

- 34.1 When an employee works on a scheduled day off/extra day off, work performed up to and including eight (8) hours on that day shall be compensated as follows:
- 34.1.1 If work is performed or credited on one (1) day off in a week, time and one-half (1-1/2) for all hours worked with a minimum credit of four (4) hours.
- 34.1.2 If work is performed or credited on consecutive days off, time and one-half (1-1/2) basic for the first day worked and double (2) time for any other day off worked in that sequence with a minimum credit of four (4) hours.
- 34.1.3 Where an employee has been required to work on a scheduled day off, the employee and his Department Manager may mutually agree that the employee may be granted time off in lieu of overtime pay. The time off in such event shall be related to the appropriate rate for the time worked. The date or dates when the time off may be taken pursuant to 34.1.3 shall be as mutually agreed between the employee and his Department Manager, provided however that if mutual agreement is not reached within a reasonable time, the employee shall be paid for the time worked.
- 34.2 When the hours worked or credited on a day off exceed eight (8) hours but are not in excess of twelve (12) hours, all time worked or credited between the finish of the eighth (8th) hour and the twelfth (12th) hour will be paid as follows:
- 34.2.1 If work is performed or credited on one (1) day off in a week, double (2) times basic for all hours worked between the finish of the eighth (8th) hour worked and the twelfth (12th) hour worked.
- 34.2.2 If work is performed or credited on consecutive days off, double (2) times basic for the first day for all hours worked between the finish of the eighth (8th) hour worked and the twelfth (12th) hour worked; and two and one-half (2-1/2) times basic for any other day off worked in that sequence for all hours worked between the finish of the eighth (8th) hour worked and the twelfth (12th) hour worked.
- 34.3 When the hours worked or credited on any day off exceed twelve (12) hours, all time worked or credited in excess of twelve (12) hours will be paid at two and one-half (2-1/2) times basic for all hours worked in excess of twelve (12) hours.

- 34.4 The provisions of Article 37 of this Agreement shall not apply to work on days off.

**ARTICLE 35**  
**Meal Provisions**

35.1 First Meal Period

For all employees not given an inclusive (paid) first meal period, and whose tour of duty is eight (8) hours or more, the following shall apply:

- 35.1.1 A first meal period of sixty (60) minutes shall be assigned beginning not earlier than the start of the third (3rd) hour of the tour and ending not later than five and one-half (5-1/2) hours after the start of such tour.
- 35.1.2 **An** employee not given a first meal period as provided in Section 35.1.1 shall receive, in addition to any regular pay to which he may be entitled, a meal displacement allowance equal to one-half (1/2) times his basic hourly rate for each hour or portion thereof commencing after the completion of five and one-half (5-1/2) hours of his tour and continuing in respect of each hour thereafter until the end of his actual first meal period or the end of his tour.
- 35.1.3 The ~~sixty~~ (60) minute meal period referred to in Article 35.1.1 above may be reduced by mutual agreement between an employee and his department manager, provided this does not result in the employee working more than eight (8) hours at the basic rate of pay. Mutual agreement as contemplated by this Article shall not be unreasonably withheld.
- 35.2 For employees who are given inclusive (paid) first meal periods, who do not receive their meal period within the time period referred to in Article 35.1.1 above, ~~thirty~~ (30) minutes pay shall be added at the end of the employee's shift, as time worked at the appropriate rate.

35.3 Second Meal Period

**A** second meal period of not less than thirty (30) minutes shall be assigned in tours of duty of more than eleven (11) hours. This second meal period shall be assigned to begin not later than six (6) hours after the end of the first meal period.

- 35.3.1 In the event that the second meal period only is not assigned or taken, thirty (30) minutes pay shall be added at the end of the employee's shift, as time worked, at the appropriate rate.

- 35.4 First and Second Meal Periods Missed  
**An** employee who misses both his first and second meal period shall be paid a meal displacement as per the rate set out in Section 35.1.2 commencing after the completion of five and one-half (5 1/2) hours of his tour and continuing until the end of his tour. The meal displacement as set out above shall be considered the only and total meal penalty or premium applicable in such circumstances.
- 35.5 Mobile Assignments  
 Where an employee is to be assigned to a mobile, during which a meal period falls and where there are no meal facilities in the immediate area, the Company shall indicate on the employee's weekly work schedule as posted, a notation that the employee is required to provide his own meal. Such notice will be given not later than twenty-four (24) hours in advance and shall state: "Mobile - Lunch required."
- 35.5.1 Where meal facilities are not available in the immediate area of a mobile assignment and the Company has failed to provide the notice required in Article 35.5 above, the Company shall either:
- a) Allow employees sufficient added time and supply transportation where required to travel to where meal facilities are located; or,
  - (b) At its own expense, furnish the employees with a meal at the mobile location.
- 35.5.2 Employees shall not be required to travel from their normal place of employment to other studios or remote locations within the area during their meal periods, or any part thereof.

**ARTICLE 36**  
**Coffee Arrangement**

- 36.1 The parties recognize that employees are supplied with free coffee by the Company in place of formal break periods and agree that the existing arrangement respecting coffee breaks shall continue to remain in effect.

**ARTICLE 37**  
**Overtime**

- 37.1 The parties recognize there are production and operating requirements which necessitate overtime work being performed. The Company, however, will not require employees to work an excessive amount of overtime.

**An** employee may, in mitigating circumstances, request that he be relieved from working overtime. Where the Company determines it can reasonably grant such a request, it will do so.

- 37.2 When an employee works overtime, except for overtime where provision is made for the payment thereof elsewhere in this Agreement, the employee shall be compensated as follows:
- 37.2.1 All time worked or credited in excess of the first eight (8) hours of work in a tour of duty shall be compensated as follows:
- (a) For the first four (4) hours of overtime work, time and one-half (1-1/2) the employee's basic hourly rate.
  - (b) For all overtime hours worked in excess of the first four (4) hours of overtime work, double (2) times the employee's basic hourly rate.
- 37.3 Employees involved in unscheduled overtime (i.e. overtime worked beyond the scheduled finishing time of a tour of duty which is scheduled and/or worked without notice having been given to the employee prior to the end of the third (3rd) hour of the tour of duty on which the work is performed) shall be compensated as follows:
- 37.3.1 For the first two (2) hours of unscheduled overtime work, time and one-half (1-1/2) the employee's basic hourly rate.
- 37.3.2 Where an employee works more than two (2) hours of unscheduled overtime he shall be compensated for such overtime on the basis of double (2) times the employee's basic hourly rate for all the unscheduled overtime hours worked.
- 37.4 Unscheduled overtime will not be paid to an employee who is covering the first day of an accident of another employee, an employee covering unexpected or continuing news and/or sports assignments, or to an employee in the case of an unforeseen or emergency circumstance beyond the control of the Company.
- 37.5 Where an employee has been required to work overtime, the employee and his Department Manager may mutually agree that the employee may be granted time off in lieu of overtime pay. The time off in such event shall be related to the appropriate rate for the time worked.
- The date or dates when the time ~~off~~ may be taken pursuant to 37.5 shall be as mutually agreed between the employee and his Department Manager, provided however, that if mutual agreement is not reached within a reasonable time, the employee shall be paid for the time worked.
- 37.6 All overtime, in order to qualify for overtime compensation, must be authorized or approved by a designated supervisor or department manager.

- 37.7 Notwithstanding the previous provisions of this Article, where an Electronics Technician or Senior Electronics Technician is assigned to transmitter maintenance or repairs which extend more than two (2) hours beyond the scheduled finishing time of his tour of duty and he does not receive notification of such assignment prior to the end of the third (3rd) hour of the tour of duty in which the work is performed, he shall be compensated as follows:
- 37.7.1 For the first two (2) hours in excess of the basic tour of duty, time and one-half (1 1/2) at the employee's basic hourly rate; and
- 37.7.2 For all hours in excess of the first two (2) hours as set out in 37.7.1 above, an additional one-half (1/2) times his basic hourly rate.

### **ARTICLE 38**

#### **Call-Back**

- 38.1 Call-back is defined as time credited or worked by an employee who, having completed his tour of duty and having left his place of work, is called back to perform further work. Where a call-back extends beyond midnight it shall be considered as falling wholly within the calendar day in which it starts.
- 38.2 An employee called back to work shall be paid time and one-half (1-1/2) his basic hourly rate for work performed on call- back, including a thirty (30) minute travelling period, with a minimum credit of four (4) hours.
- If work performed on call-back extends beyond four (4) hours, all time worked in excess of the first four (4) hours shall be compensated at double (2) times the basic hourly rate of the employee.
- 38.3 An employee who works more than four (4) hours on call-back shall be entitled to a thirty (30) minute meal break. In the event that an employee does not receive this meal break, thirty (30) minutes pay shall be added at the end of the employee's shift, as time worked, at the appropriate rate.

### **ARTICLE 39**

#### **Turn-Around**

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

- 39.2 To the extent that time worked by an employee encroaches on a turn-around period, as referred to in Article 39.1 above, the start time of his next tour of duty may by mutual agreement between the employee and his department manager be adjusted to the extent of the encroachment. In such cases, the posting requirements of Article 32 shall not apply.
- 39.3 Where the scheduled start time of the employee's next tour of duty is not adjusted pursuant to Article 39.1 above, he shall be compensated as follows (in addition to his basic hourly rate) for each hour of such encroachment:
- 39.3.1 Up to six (6) hours of encroachment, one-half (1/2) times the employee's basic hourly rate for each hour of such encroachment.
- 39.3.2 More than six (6) hours and up to twelve (12) hours of encroachment, one (1) times the employee's basic hourly rate for each hour of such encroachment.
- 39.4 When an employee is released from duty prior to the completion of the employee's tour of duty or any work assignment, any encroachment on the turn-around period will be computed from the time of release from duty.
- 39.5 No payments shall be made for the following encroachments:
- 39.5.1 On a shift where an employee is released from duty to attend negotiations or grievance meetings with management.
- 39.5.2 On a swing-in shift where employees are on a regular rotating shift pattern, in conjunction with an employee's regular scheduled days off.

**ARTICLE 40**  
**Night Differential**

- 40.1 Where the tour of duty of an employee extends beyond 1:00 a.m. he shall be paid a night differential of one dollar and fifty cents (\$1.50) per hour for each hour worked between 1:00 a.m. and 7:00 a.m.
- 40.2 Where the tour of duty of an employee begins at 12:00 midnight or after, the night differential in 40.1 shall be paid for each hour worked from the start of the shift to 7:00 a.m.
- 40.3 Such differential shall be in addition to and not a part of the appropriate hourly rate for the purpose of overtime or other premium calculation, and shall only be applicable where such hours are a part of the employee's tour of duty or approved overtime.



ARTICLE 41  
Automobile Expenses

41.1 Where an employee uses his automobile for transportation in connection with Company business where the same is authorized or approved by a designated Supervisor or Department Manager, he shall be reimbursed for such use at the rate of 32 (thirty-two) cents per kilometre.

The minimum payment for each completed trip shall be four dollars (\$4.00).

41.2 The use of an employee's car on Company business is not compulsory, and he may decline to do so under normal circumstances, however, in the case of an emergency an employee's agreement to use his car will not be unreasonably withheld.

41.3 Where in the use of his vehicle in connection with Company business, an employee becomes involved in an accident and the damage to his vehicle cannot be recovered from another person or persons, the Company will consider paying all or part of the damage costs to the employee's vehicle to a maximum of five hundred dollars (\$500.00). The Company will not consider any payment where the damage results from the employee's negligence.

ARTICLE 42  
Location Definition and Expenses

42.1 For the purpose of this agreement, an out-of-town location is defined as any point beyond fifty (50) kilometres of the station by the most direct route.

42.2 Employees who are regularly assigned to out-of-town locations are not entitled to the benefits set forth in this article.

42.3 Where an employee is assigned to an out-of-town location, where he is not required to remain overnight, the Company shall absorb the cost of the employee's meals to the following maximums:

	As of Date of Ratification <b>July 5<sup>th</sup>, 2004</b>
<b>Breakfast</b>	<b>\$10.00</b>
<b>Lunch</b>	<b>\$11.00</b>
<b>Dinner</b>	<b>\$20.00</b>

This provision shall only apply when the employee is out of town on assignment during the time of the employee's normally assigned meal periods for any of these meals.

- 42.4** When an employee is assigned to an out-of-town location where he is required to remain overnight, the Company shall absorb:
- 42.4.1** The cost of reasonable single **overnight** accommodation where available at the location concerned.
- 42.4.2** Reasonable meal costs based on a maximum of one dollar and seventy-five cents (**\$1.75**) per hour of such assignment to **an** aggregate amount of forty-two dollars (**\$42.00**) for each twenty-four (**24**) hour period. Where the Company assigns an employee to an out of town location where it is agreed in advance that the meal costs set forth herein are not sufficient, the Company will provide the employee with an appropriate amount of meal costs.
- 42.4.3** The cost of a long-distance telephone call to the employee's home, **up** to five (5) minutes in length, where the employee is out **of town** in excess **of** two (2) days and up to two (2) calls **per** week where the employee is out of **town** for five (5) days or more.
- 42.5** The allowances referred to herein shall be exclusive of any costs relating to:
- 42.5.1** The cost **of** transportation.
- 42.5.2** The cost of ground transportation between residence and station or airport at point of departure and return; and between station or airport and hotel, at point **of** destination.
- 42.5.3** The cost **of** vehicles for the transport of equipment when necessary in the opinion of the Company.
- 42.5.4** The cost of extra assistance in handling equipment when necessary in the opinion of the Company.
- 42.5.5** The cost of telegrams and long distance telephone calls required for Company business.
- 42.5.6** The cost **of** parking Company vehicles.
- 42.6** Where an employee requires an advance to cover travelling and location expenses, he shall apply for such advance as far ahead **of** his scheduled departure time **as** is practical. **An** employee who has incurred expenses shall submit **an** accounting of expenditures and accompanying receipts within five (5) days **of** his **return**.

**ARTICLE 43****Travel Arrangements**

- 43.1 When an employee travels out-of-town (as defined in Article 41) on approved or authorized Company business, during a tour of duty, the travel time shall be considered as part of the tour of duty, except when Article 43.3 below applies.
- 43.2 When an employee's travel time on an out-of-town assignment extends beyond his tour of duty, such time shall be compensated as hours of work, except when Article 43.3 below applies.
- 43.3 When an employee travels 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. When an employee travels 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 purpose of this section, a seat or single occupancy berth on a common carrier is construed to be suitable sleeping facilities. Other premium or penalty sections of this Agreement shall not apply.
- 43.4 Employees will not be required to drive motor vehicles owned or rented by the Company unless such vehicles have liability insurance.

**ARTICLE 44****Vacations**

- 44.1 Effective May 1st, 2001 all employees will be entitled to annual vacations calculated as in the table following:

<b>Years of Service at May 1st of A Given Year</b>	<b>Duration of Vacation in Working Days</b>
1 Year	11 Days at Basic Rate
2 Years	15 Days at Basic Rate
10 Years	18 Days at Basic Rate
12 Years or more	20 Days at Basic Rate

Effective May 1<sup>st</sup>, 2004 all employees will be entitled to annual vacations calculated as in the table following:

<b>Years of Service at May 1st of A Given Year</b>	<b>Duration of Vacation in Working Days</b>
1 Year	11 Days at Basic Rate
2 Years	15 Days at Basic Rate
10 Years	20 Days at Basic Rate

- 44.2 Employees employed for less than one (1) year as of May 1st of a given year are entitled to 11/12ths of a day vacation per full month of service, computed as of May 1st. In all cases, the results shall be rounded to the next whole number.
- 44.3 The annual vacation period will be between January 1 and December 31 of a given year and an employee's vacation period may be granted and taken on a consecutive or split basis. Preference will be given to the time period between May 1 and October 31 where practical and possible to do so. Subject to production and operational requirements, vacation preferences shall be granted on the basis of Company seniority within job classifications.
- 44.4 In the event that a statutory holiday falls during an employee's vacation, one (1) additional day for each such holiday shall be added to the employee's vacation.
- 44.5 In the event of the death of an employee, the value of any vacation credits which have accrued to the employee shall be paid to his estate.
- 44.6 Where an employee has not taken the whole of his earned vacation by December 31 and where there has been no mutual agreement with the Company for taking of same, the Company may assign the period during which the vacation must be taken by the employee.

**ARTICLE 45**  
**Paid Holidays**

- 45.1 The following shall be paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria (Empire) Day	Remembrance Day
Canada Day	Christmas Day
Civic Day (1st Monday in August)	Boxing Day

Plus any day duly proclaimed by Federal or Provincial authority as a statutory holiday.

- 45.1.1 The actual day of a holiday shall be deemed to be the holiday for pay purposes for any employee working on the holiday, except where there is mutual agreement to observe the holiday on another day.
- 45.1.2 If a holiday falls on a scheduled work day and the employee is not required to work, he shall receive his normal basic pay for such day at the straight time rate.

- 45.1.3 When a holiday falls on a scheduled day off and the employee does not work, he shall receive at the employee's option, either one (1) additional day's pay at his straight time basic rate or a day with pay to be taken on a day mutually agreeable to the Company and the employee. The option elected by the employee shall be noted by the employee on his time sheet covering the week in question.
- 45.1.4 When a holiday falls on an employee's scheduled work day and the employee is required to work, he shall be compensated as follows:
- (a) For the first eight (8) hours of work, two and one-half (2-1/2) times his basic hourly rate.
  - (b) For all hours worked in excess of eight (8) hours, but not in excess of twelve (12) hours, three (3) times his basic hourly rate.
  - (c) For all hours worked in excess of twelve (12) hours, three and one-half (3 1/2) times his basic hourly rate.
  - (d) Where an employee has been required to work any of the hours referred to in this Section 45.1.4, the employee and his Department Manager may mutually agree that the employee may be granted time off in lieu of pay for the hours worked, except that in the case of the first eight (8) hours worked the employee shall be paid his basic hourly rate. Any time off in lieu of pay in respect of the first eight (8) hours worked will apply only to the premium of one and one-half (1 1/2) times the time worked.
- 45.1.5 When a holiday falls on an employee's scheduled day off and the employee is required to work, he shall be compensated as follows:
- (a) For the first eight (8) hours of work, three (3) times his basic hourly rate, with a minimum credit of four (4) hours.
  - (b) For all hours worked in excess of eight (8) hours, three and one-half (3-1/2) times his basic hourly rate.
- 45.1.6 A tour of duty beginning on the eve of a holiday and continuing into the holiday shall not be considered as work performed on the holiday. A tour of duty beginning on the holiday and continuing into the day following shall be considered as work performed on the holiday.

**ARTICLE 46****Scheduling of Christmas and New Year's Day**

- 46.1** Prior to December 1st of each year, the Company will ascertain the preferences of those employees who may be required to work on Christmas and New Year's Day. The Company will, to the extent practical, schedule work on those holidays whereby an employee is not required to work on both days.
- 46.2** In order to accommodate employee preferences referred to in Article **46.1** above, no penalty payment for encroachment on turn-around shall be made in respect of work on either of the said days.
- 46.3** Scheduling shall not be the subject of a grievance.

**ARTICLE 47****Sick Leave**

- 47.1** The parties recognize that the Company heretofore considered sick leave on an individual basis, having regard for the circumstances relating to individual cases, and agree that the existing practice of considering sick leave on an individual basis, in a conscionable manner, shall continue to remain in effect.
- 47.2** Notwithstanding any provisions of the Collective Agreement concerning overtime pay, it is agreed that where an employee has been paid for sick leave during any week and where there is in fact reason to believe the employee could have been at work, he may only be paid overtime pay during that week where he has actually worked more than forty (**40**) hours during that week.

**ARTICLE 48****Compassionate Leave**

- 48.1** Compassionate leave of up to three (3) days with pay shall be granted for the purpose of making funeral arrangements and/or attending the funeral when an employee is required to be absent due to a death in his immediate family, i.e. husband, wife, father, mother, brother, sister, child, mother-in-law, father-in-law or any relative permanently residing in the employee's household or with whom the employee resides.
- 48.2** Where extenuating circumstances exist the Company will consider additional compassionate leave in excess of the ~~three~~ (3) days set forth in Article **48.1** above.

- 48.3 Compassionate leave for employees in the case of death of close associates not specifically referred to in Section 48.1 will be considered by the Company on an individual basis.

**ARTICLE 49**  
**Child Care Leave**

- 49.1 Child care leave shall be in accordance with the provisions of the Canada Labour Code.

**ARTICLE 50**  
**Jury Duty and Witness Duty**

- 50.1 When an employee is called to serve as juror or is subpoenaed as a witness he shall be compensated for the difference between the payment received for such jury or witness duty and the payment he would have received at his basic hourly rate.

**ARTICLE 51**  
**Deductions For Lateness**

- 51.1 Employees shall be ready for work at the time designated for the start of their tour of duty and as otherwise scheduled. Failure to do so shall be considered late. An employee starting late or returning to work later than his scheduled time shall have pay deducted in the following manner:
- 51.1.1 Between three (3) to fifteen (15) minutes - fifteen (15) minutes' pay.
- 51.1.2 Between fifteen (15) minutes to thirty (30) minutes - one-half (1/2) hours' pay.
- 51.1.3 Between thirty (30) to forty-five (45) minutes - forty-five (45) minutes' pay.
- 51.1.4 Between forty-five (45) minutes and one (1) hour - one (1) hour's pay.
- 51.1.5 If an employee is or anticipates that he will be more than three-quarters (3/4) of an hour late, he must first request permission by telephone or in person from his immediate Supervisor or Department Manager before starting work. Such permission may or may not be granted, but where permission has been granted he will be paid for the time worked with the understanding that payroll calculations will not be made for periods of less than fifteen (15) minutes.

**ARTICLE 52**  
**Existing Practices & Benefits**

- 52.1 The parties recognize that before the coming into force of this Agreement, certain Company practices and employee benefits existed which may not be specifically provided for in **this** Agreement. It is recognized that Company practices may be changed or altered as necessary from time to time. The Company will not alter or change an existing employee benefit, however, for the sole purpose of discriminating against employees covered by the Agreement.

**ARTICLE 53**  
**Freelancers**

- 53.1 The parties agree that where the Company has need to use freelancers, it will not do so in a manner as to reduce the number of employees in any job classification.

**ARTICLE 54**  
**Joint Committee**

- 54.1 The Company and the Union shall establish a Joint Committee comprised of two **(2)** representatives from each **party** for the purpose of reviewing and discussing matters arising out of the Collective Agreement or matters **of** mutual concern between the Parties.
- 54.2 The Joint Committee meetings shall be held not less frequently than once per quarter at a mutually agreed location.
- 54.3 The Joint Committee shall not be empowered to alter or abridge any of the terms and conditions of the Collective Agreement, but it may make joint recommendations to the Company and the Union.
- 54.4 At least five **(5)** days prior to **any** scheduled meeting of the Joint Committee the representatives from each party shall advise the other representatives **as** to matters they wish **to** discuss during the meeting.
- 54.5 Meetings of the Joint Committee shall normally take place during regular working hours and Union representatives shall attend such meetings without any loss of regular pay.



**ARTICLE 55**  
**Training Seminars**

55.1 Where the Company sends an employee to a training seminar related to the Television Industry and where major expense and/or a significant investment of time is involved, the Company may in such instance require a guarantee from the employee that he will remain with the Company for a specified period of time. Where the employee does not honour such guarantee the Company may require reimbursement of the costs incurred, on a pro rata basis.

**ARTICLE 56**  
**Duration of Agreement**

This Agreement shall be effective on the 15th day of June 2004 and shall remain in force until June 14, 2007 and from year to year thereafter, unless either party notifies the other by registered mail or priority post, not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the date of expiry, or anniversary of such date, of its intent to modify this Agreement. In the event such notice is given, this Agreement shall continue in force until a new Agreement is concluded or until the requirement of the Canada Labour Code relating to strike or lockout has been met, whichever occurs first.

**Note (a):** Retroactivity shall only apply in regards to basic regular wages and shall **only** apply to employees who are actively employed by the Company at the date of ratification. All other conditions shall apply effective from the date the Union advises the Company in writing that ratification has occurred.

**ARTICLE 57**  
**Retirement Plan**

57.1 The Company undertakes to continue the retirement plan implemented effective June 15, 1993. Generally, the said plan will continue to embody the following features:

- (a) The Plan will be a money purchase plan or a form of RRSP Plan.
- (b) Employees of the Company at the Plan implementation date will have a one-time election to enrol or not enrol in the Plan.
- (c) All new employees, as a condition of the employment, will be required to join the Plan.

- (d) Employees will be eligible for enrollment after having been employed for one (1) year in the case of a full-time employee and equivalent time worked in the case of a part-time employee.
- 57.2 Contributions to the Plan will be based on an employee's basic salary as follows:
- (a) Effective June 15, 2002 the contributions of the Company and employee will each be four and one-quarter percent (4.25%) of the employee's basic salary, so that the total contributions are eight and one-half percent (8.5%) and;
- (b) Effective June 15, 2003 the contributions of the Company and the employee will each be four and three-quarters percent (4.75%) of the employee's basic salary, so that the total contributions are nine and one-half percent (9.5%)
- 57.3 The Plan will not be integrated with the Canada Pension Plan. It will be stacked.
- 57.4 An employee will have a one-time direct pay option each year. That is, an employee may once annually contribute a greater amount than his/her normal contribution by payroll deductions.
- 57.5 Eligibility for coverage and benefits under the Plan shall be as set out in the Plan.
- 57.6 Employees enrolled in the Retirement Plan shall receive an annual statement of their status in the Plan.
- 57.7 The Company retains the sole right to determine the term and conditions and administration in all other matters with respect to the Plan.

#### ARTICLE 58

##### Employee Benefits Part-time and/or Casual Employees

Part-time and/or casual employees will be entitled to enroll in the Company's Insured Employee Benefits Plan subject to the following conditions:

- 58.1 Eligibility for enrollment dates shall be March 1st and September 1st of each year.
- 58.2 The employee must have worked an average of twenty-five (25) hours per week during the preceding six (6) month period. For greater clarity, the employee must have worked 650 hours during the period.

- 58.3 Vacations, statutory holidays and authorized leave of absence shall be considered as time worked for the purposes of Paragraph 1.2 herein.
- 58.4 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 enrollment pursuant to Paragraph 1.2 herein.
- 58.5 A part-time or casual employee covered by the Plan shall, by payroll deduction, pay seventy percent (70%) of the premiums applicable to the dental plan.
- 58.6 Coverage shall be limited to the coverage available to such employees under the provisions of the Plan.

#### **ARTICLE 59**

##### **Technological Change**

- 59.1 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.
- 59.2 For *the* purposes of **this** Article “technological change” means:
- (a) The introduction by the Company or the Employer 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,
  - (b) A change in the manner in which the Company or the Employer carries on the **work**, undertaking or business that **is** directly related to the introduction of that equipment or material.
- 59.3 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:
- The Company will notify the Union of such 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:
- (a) The nature of the technological change;
  - (b) The date upon which the Company plans to effect the change;
  - (c) The approximate number and type of employees likely to be affected by the technological change;

- (d) The effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected.
- 59.4** Upon receipt of such notice by the Union, the parties shall arrange a meeting or meetings for the purpose of conducting discussions.
- 59.5** An employee who is displaced through technological change may:
- (a) Seek to invoke any seniority job rights he holds pursuant to the Agreement; or
  - (b) Avail himself of any training program offered by the Employer which provides re-training for employees so affected; or
  - (c) Accept severance pay as provided in Article 20.6
- 59.6** Where an employee has been displaced through technological change and where there is a reasonable expectation that the employee would be able to perform satisfactorily in another job after a reasonable training period, the Employer will provide reasonable re-training.
- 59.7** Notwithstanding that a "technological change" may not cause the procedure set forth in Article 59.2 to become operative, where the Company introduces, replaces and/or modifies equipment which results in the lay-off of an employee, Article 59.4 and 59.5 only shall apply to the affected employee. The Company shall nonetheless give as much notice in advance of the layoff to the Union and to the affected employee as is reasonably possible.
- 59.8** In recognition of the above, Section 52, 54 and 55 of the Canada Labour code shall not apply except where a technological change causes the layoff of twenty-five percent (25%) or more of the bargaining unit employees.
- 59.9** An employee affected by technological change shall be given notice thereof no later than sixty (60) days following the date the Union has been given notice pursuant to Article 59.3.

This Memorandum of Agreement shall continue in effect so long as the Collective Agreement remains in effect.

DATED at Winnipeg, Manitoba, this 24th day of **June**, 2004.

GLOBAL WINNIPEG(CKND)

COMMUNICATIONS, ENERGY  
AND PAPERWORKERS UNION  
OF CANADA

**FOR THE EMPLOYER:**

**FOR THE UNION:**

M. Sch  
R. Montoya  
Al Bleichert

B. Wilson  
Lea Badu  
Ante Bl

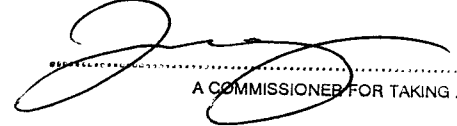
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**TAB 7**

**COLLECTIVE AGREEMENT**

This is Exhibit 7 referred to in the affidavit of Peter M. Minko sworn before me, this 21<sup>st</sup> day of October 2009

**BETWEEN:**

  
A COMMISSIONER FOR TAKING AFFIDAVITS

CANWEST MARITIME TELEVISION - MITV (a division of Global Communications Limited) in respect of bargaining unit employees defined in Article 3 of the Collective Agreement who work in or out of its television station at Dartmouth, Nova Scotia, hereinafter referred to as “the Employer.”

Party of the First Part

- and -

Communications, Energy and Paperworkers Union of Canada; hereinafter referred to as “the Union”.  
(CEP 918.01-M)

Party of the Second Part

November 1, 2002

To

October 31, 2005

INDEX**ARTICLE NO.**

1	Intent
2	Definitions
3	Bargaining Unit
4	Management Rights
5	Membership and Union Dues
6	Notifications to Union
7	Union Access to Premises
8	Bulletin Board
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36	Overtime Computation
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43	Meals and Break Periods
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46	Duration of Agreement
<b>APPENDIX A</b>	<b>Part-Time / Temporary Employees Provisions</b>
<b>APPENDIX B</b>	<b>Letter to Arbitrators</b>
<b>APPENDIX C</b>	<b>Excerpt from Canada Labour Code</b>

## INTENT

### ARTICLE 1

- 1.01 It is the intent and a provision of this Agreement, in recognizing a common interest between the Employer and the Union to promote the utmost cooperation and friendly spirit thereby creating a productive, efficient, and harmonious working environment between the Employer and its employees and to set forth conditions covering 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 disposition of grievances. To this end, this Agreement is signed in good faith by the two parties.
- 1.02 The Employer agrees to instruct all members of its supervisory staff to cooperate with the stewards in carrying out the terms and requirements of this Agreement.
- 1.03 The Union agrees to instruct its officers, stewards and members to cooperate with the Employer in carrying out the terms and requirements of this Agreement.

## ARTICLE 2

### DEFINITIONS

2.01 The term “employee” shall mean any person employed within the Bargaining Unit defined in Article 3. It shall include any person employed in any job classification created in the future which the parties, by mutual consent, decide to include within the Bargaining Unit. 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 Labour Relations Board.

All employees covered by this Agreement shall be classified as full-time employees of the Employer, except for employees whose employment comes within another definition as set forth herein.

2.02 The term “Employer” shall mean that part of the Company’s television operations in respect of which Article 3 of this Agreement is applicable.

2.03 The term “Company” shall mean CanWest Maritime Television - MITV, Dartmouth, Nova Scotia (a division of Global Communications Limited).

2.04 The term “probationary employee” shall mean those full-time employees employed during the first three (3) months of continuous service with the Employer (in respect to part-time and temporary employees, their probationary term will equal 520 hours worked), provided that the Employer may extend the probationary period up to a total of six (6) months from the date of hire (or an additional 520 hours worked for a part-time or temporary employee). The employee and the Union shall be advised of any such extension in writing and the reasons therefor. If requested to do so the Employer will meet with the employee and the Union to discuss the reasons for the extension. Absence from work by probationary employees for personal or health reasons shall increase their probationary period by the time absent.

Where the Employer intends to terminate a probationary employee during the probationary period or any extension thereof, the reason therefor, shall be furnished to the employee and to the Union if such reason is requested. If requested to do so, the Employer will meet with the employee and the Union to discuss the reasons for its intention. It is understood that the Employer may terminate a probationary employee during the probationary period or an extension thereof, and such termination shall be deemed to be for just cause.

- 2.05 The term “qualified” or “qualifications” shall mean such relevant factors as creativity, knowledge, experience, skill, ability, work-related attitude, training and/or education, as well as other work-related factors, all the foregoing as established and determined by the Employer. The Employer, when establishing and/or determining qualifications shall do so in a bona fide and non-discriminatory manner.
- 2.06 Wherever in the wording of this Agreement the masculine gender is used, it shall be understood to include the feminine gender.
- 2.07 The term “temporary employee” shall mean an employee who is hired for a given term of employment, or who is hired on an irregular basis or who is hired to cover child care leaves, vacation leaves or any other leaves, or for employment during peak load periods. The provisions of this Agreement shall apply to temporary employees only to the extent as specifically set forth in Appendix “A” hereto.

Where a full-time employee is qualified and available to fulfill an Employer requirement during his/her regular hours for a particular show or occasion, a temporary employee will not be used.

The Employer will not use a temporary employee, if by doing so the same directly results in the lay-off of a full-time employee who is qualified to perform the work. Where there is an employee on lay-off who is

qualified to perform a temporary assignment he/she will be recalled to the temporary assignment.

The Employer shall upon receipt of a request in writing by the Union, identify the name of the employee hired as a temporary employee and shall advise as to the job classification to which the employee is assigned.

- 2.08 The term “part-time employee” shall mean an employee who is hired on a regular and recurring and continuous part-time basis with a minimum of four (4) hours tour of duty. The provisions of this agreement shall apply to part-time employees only to the extent as specifically set forth in Appendix “A” hereto.

Except where unusual or unforeseen circumstances prevail, part-time employees shall work less than forty (40) hours per week and not more than six (6) days per week to an average of thirty (30) hours actually worked during any twelve (12) week period. Where a part-time employee accepts employment as a “temporary employee”, the hours worked as a temporary employee shall not be included for the purposes of calculating average hours referred to in the preceding paragraph.

- 2.09 The term “independent contractor” shall mean a person who performs work or services for the Employer on such terms and conditions that he/she is not in a position of economic dependence on, and is not under an obligation to perform duties for the



Employer. An “independent contractor” is not subject to the provisions of this agreement.

2.10 The term “Agreement” shall mean this Collective Agreement.

2.11

(a) The term “job classification” or “job” or “position” means a specific job and not a group of jobs. More than one (1) employee may be employed in the same job classification, job or position.

(b) Except in the case of Job Classifications for the purposes of salary provisions, wherever in this Agreement reference is made to job classification(s), job(s) or position(s) for seniority and related provisions (e.g. lay-offs, recall from lay-off, promotions and transfers) the same should mean the following:

Building Cleaner  
 Receptionist  
 Shipper / Studio Camera  
 Studio Camera Operator  
 Chyron Operator  
 Program Assistant  
 VTR Operator  
 Floor Director  
 Researcher – Leading Edge  
 Traffic Co-ordinator  
 Collections / A.R. Co-ordinator  
 Audio Operator  
 Program Co-ordinator

Technical Director  
Master Control Operator  
Production Editor  
Reporter – Leading Edge  
Sr. Promotions Producer  
Graphic Artist  
Creative Services Supervisor  
Producer / Director  
SNG Truck Operator  
Engineering Technician 1  
Engineering Technician 2  
EFP Camera

2.12 The term “group of jobs” shall mean a number of job classifications which are grouped for salary purposes and which are assigned the same salary provisions.

2.13 The term “basic hourly rate” shall mean an employee’s regular monthly salary divided by 173.3.

2.14 The term “technological change” means:

- a) The introduction by the Employer or 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,

- b) A change in the manner in which the Employer or the Company carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.
- 2.15 The term “grievance” means a dispute over the application, administration, interpretation or alleged violation of this Agreement.
- 2.16 Where “volunteers and/or students and/or interns” are performing work within the bargaining unit, they shall be considered as extra persons and shall not be subject to the terms of this agreement. The Employer shall not utilize volunteers and/or students for the express purpose of avoiding the utilization of existing full-time employees. Where such persons are scheduled not as extra persons they shall during such scheduling be considered as part-time employees and as a result, Appendix A hereto shall apply.
- 2.17 The term “basic monthly salary” shall mean the employee’s regular annual salary divided by 12, and excludes overtime and any other payments.
- 2.18 The term “basic weekly salary” or “week’s pay” shall mean the employee’s regular annual salary divided by 52 and excludes overtime and any other payments.

2.19 The term “full-time” employee shall mean an employee who is hired to work the normal hours of work set forth in Article 32 of this Agreement. Except where another category is applicable, all employees covered by this Agreement shall be considered as full-time employees.

## ARTICLE 3

### BARGAINING UNIT

3.01 The Employer recognizes the Union as the exclusive Bargaining Agent for all employees employed in the Bargaining Unit described as follows:

“all employees of CanWest Maritime Television – Halifax, a Division of Global Communications Ltd., excluding the General Manager, Business Manager, Traffic Manager, General Sales Manager, Operations Manager, Technical / MIS Manager, Program/Promotions Manager, Chief Engineer, Account Executive, Administrative/Human Resources Co-ordinator, Operations Supervisor, employees employed in the News and Public Affairs Department, Sales Assistant, Producer / Leading Edge.

## ARTICLE 4

### MANAGEMENT RIGHTS

- 4.01 The Union recognizes that except to the extent as its rights may be abridged or limited by a specific provision or specific provisions of this agreement, the Employer retains the exclusive rights to operate and manage the affairs of its business.
- 4.02 The foregoing rights of the Employer are subject to any specific limitation or specific limitations set forth in this Agreement.

## ARTICLE 5

### MEMBERSHIP AND UNION DUES

- 5.01 No employee shall be required as a condition of employment or continuing employment to become or remain a member of the Union.
- 5.02 During the term of this Agreement the Employer agrees to deduct from the salaries of the employees in the bargaining unit, the amount of the regular union dues, beginning with the date of hiring in the bargaining unit. The present rate of deduction is one and one half (1.5%) percent of gross earnings.

- 5.03 The Employer will be notified thirty (30) days in advance by registered mail of any change in the present rate of deductions.
- 5.04 The Employer agrees to remit the monies so deducted to the nominee of the President of the Union no later than the fifteenth (15th) day of the following calendar month. The Employer, when remitting such dues, shall name the employees from whom deductions have been made, the respective amounts deducted and the names of the employees who have left or joined the employ of the Employer since the last remittance.
- 5.05 Each year the Employer will indicate the total amount of union dues deducted at source and forward to the employee for the calendar year in question on his/her T-4 and/or T4A income tax slips issued to employees.
- 5.06 The Union shall have the right to interview employees outside of working hours relative to Union membership.

## ARTICLE 6

### NOTIFICATION TO UNION

6.01 The Employer shall mail the following information to the National Union office.

- (a) notice of promotions and transfers (except temporary promotions and transfers);
- (b) notice of hiring, dismissals or suspensions;
- (c) notice of any extension to an employee's probationary period;
- (d) notice of resignation and retirement;
- (e) any disciplinary action placed on an employee's file, unless the employee requests in writing that the same not be sent;
- (f) copy of any notice of lay-off given to an employee;
- (g) the name, job classification and basic monthly salary of a newly hired employee.

6.02 The information required to be mailed to the National Union, shall be mailed within five (5) days (excluding Saturdays, Sundays and holidays.)



6.03 A new employee shall be provided with a copy of the Agreement, and a written statement from the Employer indicating his/her basic hourly rate of pay and job classification. The parties will share equally in the printing costs of the Agreement.

## ARTICLE 7

### UNION ACCESS TO PREMISES

7.01 A Representative of the Union who wishes access to the Employer's premises to carry out inspections or investigations pertaining to the terms and conditions of this Agreement shall make his/her request for access to the Employer not later than twenty-four (24) hours in advance. The twenty-four (24) hour time period may be waived by mutual agreement between the Union Representative and the Employer.

7.02 Request for access as in this Article shall not be unreasonably denied.

## ARTICLE 8

### BULLETIN BOARD

8.01 The Union may post on a bulletin board supplied by the Employer, notices of Union meetings, social affairs or any other business matters of the Union providing such postings are not offensive, derogatory or political in nature. Copies of all such postings shall be provided to the Employer in advance of the posting.

## ARTICLE 9

### LEAVE FOR UNION ACTIVITIES

9.01 Upon request by the Union and subject to operational and other business requirements, the Employer will release up to three (3) employees without loss of regular pay and earned benefits to attend negotiations meetings with the Employer. The obligations of the Employer to provide the leave without loss of regular pay or earned benefits as provided herein shall become applicable in respect of negotiations subsequent to the conclusion of a first collective agreement, and when applicable shall cease upon an application having been made by either party for the appointment of a Conciliation Officer.

When naming the employees to attend at negotiations with the Employer the Union shall take cognizance of the operational and other business requirements of the Employer. Without restricting the generality of the foregoing, in the case of a Department of five (5) or less bargaining unit employees, no more than one (1) employee shall be granted a leave pursuant to this Article. For this purpose of Article 9.01, the departments are:

- Engineering
- Operations
- Promotions / Programming
- Traffic
- Administration

9.02 Subject to operational and business requirements, the Employer shall grant a leave of absence without pay for not more than two (2) employees at any one time, not to exceed seven (7) working days, so that the employee(s) may attend Labour Council meetings of the Union, Labour conventions, and/or congresses or other Union business. The aggregate leave granted under this Article shall not exceed fourteen (14) days in any calendar year. A request for any such leave shall be submitted to the Employer at least fifteen (15) days in advance.

In special circumstances, where a timely request is made for an extension of the leave, the Employer at its discretion may permit an employee to exceed the seven (7) day maximum if he/she is elected to the Executive Council of the Union.

9.03 Leaves as provided for in this Article shall not constitute a break in continuity in the computation of seniority. An employee receiving leave pursuant to this Article shall continue to receive employee benefits.

9.04 The Union will provide the Employer with the names of Union Representatives. Upon request by the Union, and subject to operational and other business requirements, the Employer agrees to release without loss of regular pay and earned benefits, up to three (3) employees (including the grievor) to attend grievance meetings with the Employer, and two (2) employees for attendance at other meetings (except

for meetings relating to negotiations) scheduled with the Employer.

## **ARTICLE 10**

### **NON-DISCRIMINATION**

- 10.01 There shall be no discrimination against an employee by virtue of the employee's race, nationality or ethnic origin, colour, religion, age, sex, marital status, family status, sexual orientation, membership in a Trade Union, disability or conviction of an offense for which a pardon has been granted, or for any other circumstances prohibited by Federal law.
- 10.02 Article 10.01 is subject to Section 15 of the Human Rights Act.
- 10.03 Neither the Employer nor any persons acting on behalf of the Employer shall seek by intimidation, by threat, or by imposition of a pecuniary or any other penalty or by other means to compel an employee to refrain from becoming or cease to be a member of the Union. The Union agrees that neither it nor any person acting on its behalf will not coerce or restrain any employee or attempt to do any of the foregoing because of the employee's membership or non-membership in the Union and/or his/her activity or lack of activity in the Union or in any labour organization.

## ARTICLE 11

### NO STRIKE / NO LOCKOUT

11.01 During the term of this Agreement:

- (A) The Union will not cause, nor permit its members to cause, nor will any member of the bargaining unit take part in a slowdown or a strike, either a sit-down or stay-in or in any other kind of strike or any other kind of interference or any work stoppage whatsoever, either total or partial, against MITV - Dartmouth.
- (B) Neither the National Union nor CEP 918, its members, agents or representatives shall participate in or solicit, encourage or council others to engage in a boycott or any other kind of activities which are designed or intended to adversely affect the interests of the Employer during the term of this Agreement.

11.02 The Employer will not cause, nor permit its employees to cause, engage in or permit a lockout of any of its employees within the Bargaining Unit during the term of this Agreement.

11.03 In the event of a breach of this Article, the adversely affected party shall be left with all the remedies available in law or equity.

- 11.04 The Employer recognizes the employee's right to refuse work at any television station, transmitter, studio or property other than at MITV where a legal strike of any person whose functions are similar to those covered by this Agreement is in progress.
- 11.05 The Employer shall not suspend, discharge or impose any financial or other penalty on an employee, or take any other disciplinary action against an employee, by reason of his refusal to perform all or some of the duties and responsibilities of another employee who is participating in a strike or subject to a lockout that is not prohibited by this Agreement or the Canada Labour Code.

## **ARTICLE 12**

### **GRIEVANCE PROCEDURE**

- 12.01 It is agreed that it is the spirit and intent of this Agreement to process and adjust (where appropriate), grievances arising from the application, administration, interpretation or alleged violation of this Agreement as quickly as possible.
- 12.02 In the event of a dispute between an employee and the Employer, the employee shall first give his/her immediate Supervisor an opportunity to deal with the complaint before submitting a grievance in writing. If an employee so elects, he/she may be accompanied by a steward during a discussion relative to his/her complaint.

12.03 The following shall be the procedure for processing and adjusting grievances:

Step 1 - The grievance shall be reduced to writing and a copy thereof shall be delivered to the employee's immediate Supervisor within fourteen (14) days after the employee became aware or reasonably ought to have been aware of the circumstances giving rise to the grievance. The Supervisor shall give his/her written reply within fourteen (14) days of the receipt of the written grievance.

Step 2 - If the grievance is not settled within fourteen (14) days from its submission at, the Union Grievance Committee may within fourteen (14) days thereafter, request a meeting with the General Manager, or his/her designee, and the Union Grievance Committee who may be accompanied by a representative of the National Union. Such meeting shall take place within fourteen (14) days after the request for such a meeting. The employer shall communicate its reply to the Union within ten (10) days after the meeting.

12.04 In the event that the Employer and the Union cannot reach an agreement, the grievance may, by written notice of either party to the other party, be submitted to arbitration. The referral to arbitration shall be

made within ten (10) days after the date the Employer communicates its reply to the Union, following the meeting referred to in Step 2.

- 12.05 The Union may file a policy grievance at Step 2, except in respect of matters where the redress or remedy sought is particular to an individual employee.
- 12.06 Any time limit mentioned under grievance and arbitration procedure shall exclude Saturdays, Sundays, and paid Holidays as listed in this Agreement, and may be extended only by mutual consent in writing between the parties.
- 12.07 A grievance shall set out the matter complained of, the specific provision or provisions of the Agreement allegedly violated, and the remedy sought.
- 12.08 In the case of a grievance relating to dismissal, the grievance shall first be filed at Step 2.



## ARTICLE 13

### ARBITRATION

13.01 A party referring a grievance to arbitration shall give notice of referral to arbitration by facsimile. The notice shall contain a copy of the original grievance, and shall set forth the following:

- a) the name and address of the referring party's nominee, where the arbitration is to be by a board of arbitration;
- b) an identification of one of the panel Arbitrators as listed in Article 13.04 hereof, who is not acceptable as chairperson or single arbitrator as the case may be.

13.02 Within five (5) days of receipt of the notice referred to in 13.01 herein, the other party shall reply by facsimile informing the party referring the grievance to arbitration of the following:

- a) the name and address of that party's nominee, where the arbitration is to be by a board of arbitrators;
- b) an identification of one of the remaining panel arbitrators as listed in

Article 13.04 hereof, who is not acceptable as chairperson or single arbitrator as the case may be.

13.03 After the procedure set forth in Article 13.01 (b) and 13.02 (b) has been followed, the party submitting the matter to arbitration shall reciprocate by striking one of the remaining arbitrators from the list and the parties shall continue to alternate striking names from the list until such time as a single name remains on the list and he/she shall be deemed thereby to have been appointed the single arbitrator or chairperson to hear the matter in dispute by mutual agreement of the parties, and that person shall be notified forthwith as provided for in the letter in Appendix B to this Agreement. In the event that the single arbitrator or chairperson so appointed should prove unable to hear the case, the selection process shall be repeated again from the beginning. Should no person from the panel be available, and failing agreement in selecting an alternate, either party may request the Minister of Labour to appoint an arbitrator or chairperson for the Board of Arbitrators, as the case may be.

Where in this Article 13.03 a party is required to strike the name of an arbitrator from the list, that party shall do so within a period of three (3) days from the date the party became obligated to strike the name of an arbitrator.

13.04 The panel of arbitrators designated by the parties for the purposes of arbitration consists of the following persons:

Milt Veniot

Bruce Outhouse

Bill Kydd

Susan Ashley

Peter MacKeigan

13.05 All discharge grievances shall be heard by a single arbitrator. All other grievances shall be heard by a three (3) person Board of Arbitration unless the parties mutually agree in writing to submit any such grievance to a single arbitrator.

13.06 An arbitrator or board of arbitration shall have jurisdiction and authority to interpret and apply the provisions of this agreement, but shall not have jurisdiction or authority to change, modify, extend or amend or to make a decision inconsistent with the terms of this Agreement.

13.07 If it is determined by the arbitrator or board of arbitration that an employee has been disciplined, suspended or discharged without proper cause, the arbitrator or board of arbitration may make any decision which is just and equitable and which may, or may not, include the full reinstatement of the employee.

If it is determined by the arbitrator or board of arbitration that an employee has been disciplined for proper cause and the disciplinary measure has

resulted in the suspension or dismissal of the employee, the arbitrator or board of arbitration may substitute such other penalty for the discharge, suspension or discipline as the arbitrator or board of arbitration deems just or reasonable in the circumstances.

- 13.08 The parties will jointly bear the fees and expenses of an arbitrator or chairperson in equal portions except that no party shall be obliged to pay the cost of stenographic transcription without express consent. Each party shall bear the fees and expenses of its nominee in the case of an arbitration Board.
- 13.09 The award of an arbitrator or board of arbitration shall be final and binding. However, an award shall not be final and binding where a court of competent jurisdiction finds that Article 13.06 has not been adhered to, and/or finds that either party has been denied natural justice.
- 13.10 Unless there is an agreement by the parties in writing to extend the time period, a hearing by an arbitrator or board of arbitration shall commence no later than ninety (90) days after the date the arbitrator or chairperson accepts his/her appointment.
- 13.11 A grievor and the President or an alternative representative from the Bargaining Unit shall be granted leave without pay, but without loss of benefits to attend to arbitration hearing under this Article.

- 13.12 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

## ARTICLE 14

### **DISCIPLINE, SUSPENSION AND DISCHARGE**

- 14.01 The discharge or suspension of an employee or any disciplinary action taken against an employee (other than the discharge of a temporary employee) shall be for just cause.
- 14.02 An employee shall be informed of the Employer's decision to discharge or suspend him/her by notice in writing. The decision set forth in such notice may be subject to the grievance procedure as set out in Article 12 of this Agreement.
- 14.03 An employee who has had disciplinary action taken against him/her shall have a right to submit a written reply thereto within seven (7) days to the Employer, after having been given notice of such disciplinary action. The reply, if made within that time period, shall become part of the employee's record.
- 14.04 Where it has been determined that discipline was unjustified, all references to such discipline shall be removed from the employee's record and destroyed.

- 14.05 Temporary or permanent demotion to a lower paid job classification shall not be used as a form of discipline. An employee may be assigned to a lower paid job classification which would cause a reduction in his/her salary at his/her own request, or as a result of the operation of the lay-off or recall provisions of the Agreement.
- 14.06 An employee discharged for cause shall be entitled to receive all outstanding vacation pay and paid Holiday pay owing to him/her at the time of discharge.

## **ARTICLE 15**

### **SENIORITY**

- 15.01 An employee of the Company who is to be transferred or promoted to a job under this Agreement shall at the time of transfer or promotion be credited for seniority purposes with all service time in the employ of the Company.
- 15.02 Seniority shall not be established until the probationary period has been served, but shall then count from the date of the hire.
- 15.03 Seniority shall accumulate during any approved leave of absence, except as provided in this Agreement. Seniority shall not accumulate during lay-off.

15.04 Seniority rights of an employee shall cease and he/she shall be deemed terminated for any of the following reasons:

- a) Leaves of his/her own accord or is retired;
- b) Is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- c) Where he/she has not been actively at work within the time periods set forth in Article 19, except where Article 20.06 applies;
- d) Fails to return to work upon the termination of an authorized leave of absence without a valid excuse, or uses a leave of absence for purposes other than those for which the leave of absence was granted;
- e) Fails to return to work within seven (7) calendar days from the date of the notice to return was delivered to the employee's last known address, unless the employee advances reasons acceptable to the Employer for his/her failure to return to work within the said time period.

- 15.05 An employee promoted to a position outside the bargaining unit shall retain his/her seniority for a period of six (6) months. In the event during the said period the Employer terminates the employee from the non-bargaining unit position he/she may exercise his/her retained bargaining unit seniority.

## **ARTICLE 16**

### **PROMOTIONS AND TRANSFERS**

- 16.01 Subject to paragraph 2 hereof, where a vacancy in a full-time permanent position within the bargaining unit is to be filled, it shall be posted for a minimum of seven (7) calendar days prior to permanently filling such vacancy from any other source.
- 16.02 Promotions and transfers shall be based on qualifications established by the Employer. Providing that one or more of the applicants satisfactorily meets or exceeds the qualifications, the Employer shall award the position to the best qualified applicant. Company seniority will be considered when evaluating applicants. When the qualifications of two (2) or more applicants are relatively equal Company seniority shall apply. If there is no applicant who satisfactorily meets the qualifications established for the position, the Employer may hire from any source.



- 16.03 An employee promoted or transferred to fill a vacancy in another job classification shall be on a trial period in such classification for a period of up to three (3) months (i.e., 90 calendar days). The Employer may, at any time during this trial period, return the employee to the former job classification with no loss of seniority. At the conclusion of a successful trial period the employee will be advised in writing that the promotion or transfer has been made permanent.
- 16.04 No employee shall be permanently transferred to a position outside the Bargaining Unit without his/her consent, and the employee will not be penalized for such refusal. If an employee is temporarily transferred outside the Bargaining Unit, he/she will retain their seniority and will continue to be covered by all the terms of this Collective Agreement.
- 16.05 Where an employee requests reasons as to why he/she was not a successful applicant for a posted position, the Department Manager shall meet with the employee and discuss the reasons why the employee was unsuccessful.
- 16.06 Except where the same is caused by the operation of the lay-off provisions, without his/her consent an employee shall not be permanently transferred to a job classification outside his/her salary group, and the employee shall not be penalized for refusing such a transfer.

## ARTICLE 17

### LAYOFFS

- 17.01 When lay-offs of employees are to be made, the Employer shall determine the number of employees to be laid off and the jobs and functions affected.
- 17.02 The Employer shall advise the Union and the employees concerned at least four (4) weeks in advance in the case of lay-off of employees with twelve (12) months or more seniority, and two (2) weeks in the case of employees who have completed their probationary period, and who have less than twelve (12) months of seniority.
- 17.03 Where employees are to be laid-off, the following procedure shall apply:
- a) The Employer shall identify the employee in the affected job classification with the least seniority.
  - b) The Employer shall in inverse order of seniority compare the qualifications of the employee with the least seniority with the qualifications of more senior employees in the affected job classification.

- c) If in the judgement of the Employer, the employee with the least seniority is significantly more qualified than the next more senior employee, he/she will be retained and that more senior employee will be designated for lay-off.
  - d) The Employer shall repeat the process as described in (b) and (c) hereof until the Employer determines that the employee now designated for lay-off is not significantly more qualified than a more senior employee in the job classification affected.
  - e) The process contemplated herein shall be completed within a period of four (4) calendar days from the date notification is given pursuant to Article 17.02.
  - f) The judgement of the Employer, where exercised with respect to the foregoing, shall be reasonable, honest, and unbiased. It will not be actuated by any malice or ill will directed at the particular employee.
- 17.04 An employee who is to be laid-off from a job classification and who is qualified to perform another job may apply to have his/her seniority apply to another job. Where the employee applying, in the Employer's judgement, is at least

as qualified as the other and less senior employee he/she seeks to displace, the senior employee may exercise his/her employee seniority.

An employee who is qualified, but who does not immediately satisfy the comparative requirement as aforementioned, but who in the Employer's judgement would be capable of doing so, after an orientation/familiarization period of up to ten (10) days, shall be assigned to the job and shall be provided with the aforementioned orientation/familiarization period. If at the end of the said period the employee has not satisfied the comparative requirement, the employee shall be laid off.

- 17.05 An employee who exercises his/her seniority pursuant to Article 17.04 shall continue to receive the salary he/she had been receiving in the higher job classification for a period of three (3) months. Thereafter he/she shall be assigned to the same level on the lower applicable salary scale as he/she was previously assigned. For the purposes of progression up the lower salary scale the employee's next anniversary date shall be one (1) year from his/her assignment to the lower salary scale.
- 17.06 Where an employee who has two (2) or more years of seniority is laid off, the Employer shall continue to provide medical and group insurance benefits (except long term disability and other sickness

related benefits) during a period immediately following the lay-off as follows:

- (a) up to three (3) months in the case of an employee with up to six (6) years of continuous service.
- (b) up to six (6) months in the case of an employee with more than six (6) years of continuous service.
- (c) Up to nine (9) months in the case of an employee with more than fifteen (15) years of continuous service.

Premium costs shall continue on the same basis as applied prior to the employees lay-off. The Employer shall be released from its obligations to provide benefits as in this Article, if the employee becomes eligible for employee benefits at a new place of employment. The medical and group insurance benefits (except long term disability) contemplated by this Article are those benefits which the employee enjoyed at the time of layoff.

- 17.07 Where the Employer decides to fill a position with a “temporary employee”, a qualified employee then on lay-off or an employee who has been given notice of lay-off shall be given first consideration for filling the temporary position.

- 17.08 When a full-time employee has been given notice of lay-off he/she may apply to have his/her seniority applied to a part-time position, provided the full-time employee has more seniority than the seniority (as defined in Appendix A - Article 1.01) of the part-time employee, and provided the employee is at least as qualified as the part-time employee he/she seeks to displace.
- 17.09 Where the Employer decides to fill a vacant part-time position, a qualified full-time employee then on lay-off shall be offered the position. Where an employee has rejected two (2) offers to fill a vacant part-time position, the Employer shall not be obligated to offer a position to that employee in the event of subsequent vacant part-time positions.
- 17.10 A full-time employee who accepts a temporary or part-time position, pursuant to Articles 17.07, 17.08 or 17.09, shall not have his/her full-time seniority (including recall from lay-off) affected thereby.
- 17.11 The Employer when exercising its rights respecting qualifications as in Articles 17.07 and 17.09 shall act bona-fide and in a non-discriminatory manner.
- 17.12 The Employer agrees that it will not consistently and regularly schedule overtime for the express and deliberate purposes of bringing about or extending the lay-off of a full-time employee.

- 17.13 Subject to business and operational requirements, where an employee has been given notice of layoff, he/she will be given reasonable time off to attend at a pre-arranged in-town job interview, where the interview could not have been arranged during the employee's non-scheduled working hours. In the case of an out-of-town interview the same, where granted, will be on a without pay basis.
- 17.14 Where an employee has been given notice of layoff, the Employer will determine whether employment for which the employee is qualified, may be otherwise available within the Company. Nothing herein or otherwise requires that employment be made available within the Company.
- 17.15 At the time an employee is notified of lay-off, the Employer will provide the employee with a written summary of any benefits to which the employee may be entitled.

## ARTICLE 18

### RECALL FROM LAY-OFF

- 18.01 When a permanent full-time vacancy occurs in a job for which a laid-off employee is qualified, the Employer agrees to rehire in the inverse order of lay-off, those employees who were laid-off.
- 18.02 The Employer agrees to notify the employees concerned by registered mail or personally delivered mail to the laid-off employee's last known address. The employee must return to work within seven (7) calendar days from the date the notification referred to herein was delivered. In mitigating circumstances, the Employer in its sole discretion may extend the aforementioned seven (7) calendar day time period, up to a further seven (7) additional calendar days.
- 18.03 Employees shall keep the Employer informed of their current address and telephone number. Should an employee change his/her address and/or telephone number, he/she shall inform the Employer of such changes by written notice delivered in person or by registered mail.
- 18.04 Employees shall retain seniority and have recall rights as follows:



- a) Employees who have completed their probationary period and have less than one (1) year seniority will retain seniority rights for nine (9) months.
  - b) Employees with one (1) year or more and less than five (5) years will retain seniority rights for twelve (12) months.
  - c) Employees with five (5) years or more, will retain seniority rights for fifteen (15) months.
- 18.05 A laid-off employee's recall rights will be maintained if he/she refuses recall to a job offer of a lower grouping than that he/she previously held. Recall rights are lost if an employee who has accepted a recall fails to report to work as required by Article 18.02.
- 18.06 Where a laid-off employee accepts recall to a job other than the job to which he/she was assigned at the time of his/her lay-off, where the Employer subsequently elects to fill the job from which the employee had been laid-off, the employee continues to retain recall rights as in Article 18.04 effective from the date he/she was originally laid-off.

## ARTICLE 19

### TECHNOLOGICAL CHANGE

- 19.01 The provisions of this Article are intended to assist employees affected by a technological change as defined in Article 2.14 to adjust to the effects of such change.
- 19.02 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:
- 19.03 The Company or Employer 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:
- a) The nature of the technological change;
  - b) The date upon which the Company or Employer plans to effect the change;
  - c) The approximate number and type of employees likely to be affected by the technological change;

- d) The effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected.

19.04 Upon receipt of such notice by the Union, the parties shall arrange a meeting or meetings for the purpose of conducting discussions.

19.05 An employee who is displaced through technological change may:

- a) Seek to invoke any seniority job rights he/she holds pursuant to the Agreement;

or

- b) Avail himself/herself of any training program offered by the Employer which provides re-training for employees so affected;

or

- c) Accept severance pay as provided in Article 25.

- 19.06 Where an employee has been displaced through technological change and where there is a reasonable expectation that the employee would be able to perform satisfactorily in another job after a reasonable training period, the Employer will provide reasonable re-training.
- 19.07 Notwithstanding that a “technological change” may not cause the procedure set forth in Article 19.03 to become operative, where the Company or the Employer introduces, replaces and/or modifies equipment which results in the lay-off of an employee, Article 19.05 and 19.06 only shall apply to the affected employee. The Company or the Employer shall nonetheless give as much notice in advance of the lay-off to the Union and to the affected employee as is reasonably possible.
- 19.08 In recognition of the above, Section 52, 54 and 55 of the Canada Labour Code shall not apply, except where a technological change causes the lay-off of twenty (20%) percent or more of the bargaining unit employees.
- 19.09 An employee affected by technological change shall be given notice thereof no later than sixty (60) days following the date the Union has been given notice pursuant to Article 19.03.
- 19.10 For the purposes of this Article, “significant number of employees” means more than twenty (20%) percent of the bargaining unit employees.

## ARTICLE 20

### SICK LEAVE

- 20.01 In the event that an employee is unable to report to work due to illness or accident, he/she shall notify his/her immediate Supervisor or the Department Head as quickly as possible prior to the start of his/her shift.
- 20.02 The Employer may require an employee to produce a medical certificate to substantiate that the employee's absence from work is caused by bona fide medical reasons, provided the employee is required to do so before returning to work. Where the cost of producing the medical certificate would otherwise be borne by the employee, the Employer will pay the costs of producing the same.

Where the Employer has cause to believe that an employee's absence from work may not be due to bona fide illness, the Employer may cause any illness related payments to the employee to cease. The onus in such circumstances shall be on the employee to satisfy the Employer that his/her absence from work is due to bona fide medical reasons.

- 20.03 The Employer will grant sufficient time to an employee for medical, dental and eye appointments where sufficient notice for rescheduling is given by the employee and where an employee is not able to make such appointments during non-working hours.

The same is subject to business and operation requirements, except in emergency circumstances.

- 20.04 Permanent employees shall accumulate sick leave credits at the rate of one and one-half (1 1/2) days for each month of continuous service to a maximum accumulation of thirty (30) days. Absence due to sickness shall not constitute a break in continuous service. An employee may use up to fifteen (15) days of his/her accumulated sick leave credits per absence. Following the fifteen (15) day maximum an employee will receive Employment Insurance Benefits plus Company paid supplemental unemployment benefits to the maximum allowable level until he/she reaches a point where Long Term Disability Benefits apply.
- 20.05 Absence from duty while on LTD shall interrupt the accumulation of sick leave credits.
- 20.06 The Employer shall not dismiss or lay-off an employee solely because of absence due to bona fide illness or injury.
- 20.07 An employee who is injured during working hours and is required to leave for medical treatment by a licensed physician or is sent home as a result of such injury shall receive payment for the remainder of his/her shift at his/her regular rate of pay, without deduction of his/her sick leave. Any employee who has received payment under this Article shall also receive payment for time necessarily spent for further medical treatment of

the injury by a licensed physician during regularly scheduled working hours subsequent to the day of the injury where the employee is not able to arrange the medical appointment during non-working hours.

20.08 Employees who qualify for LTD will be paid full wages until the normal commencement of Employment Insurance. The Company agrees to establish and fund a plan from general revenues to supplement, to the maximum allowable level, the Employment Insurance Benefits. The SUB payments will commence with the normal commencement of EI. The Company will pay, separately and apart from EI and SUB, the equivalent of EI plus the supplement payment if the claimant is serving the EI waiting period, or where the claimant has not worked long enough to qualify for EI benefits, or where the employee has exhausted his or her EI benefit entitlement. All this pending the employee supplying a licensed physician's certificate stating the illness is such that he/she will be recommended for LTD coverage.

20.09 An employee shall only be entitled to SUB benefits where he/she qualifies for the same pursuant to the provisions of the attached letter Re: Supplementary Employment Benefits (SUB plan) dated September 19, 1997.

Note: The SUB plan and the Letter of Intent is subject to Government approval.

**\*\*LETTER OF INTENT\*\***

July 28, 2003

**SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB)  
PLAN**

**PURPOSE**

The purpose of this Supplementary Unemployment Benefit (SUB) plan is to supplement the Employment Insurance (EI) benefits of employees to a maximum of 95% of the employee's regular weekly salary under certain conditions as specified in this plan.

**1. WHO IS COVERED?**

All full time Bargaining Unit employees of CanWest Maritime Television, a division of Global Communications Limited (the Company) employed in the Province of Nova Scotia. The plan does not include part-time, temporary, or probationary employees.

**2. QUALIFICATIONS FOR SUB PLAN PAYMENT**

- 2.1 In order to qualify, employees must be off work due to:
- temporary layoff
  - illness
  - maternity or parental leave

Permanently laid off employees are excluded from the plan.



- 2.2 Employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in 2.1 herein.
- 2.3 Except as described in 2.6 below, the employees must be eligible for and in receipt of Employment Insurance (EI) Benefits as a condition of receiving payments under this plan unless he/she is serving the Employment Insurance waiting period.
- 2.4 Qualified employees shall receive benefits under this plan while they are serving the EI waiting period.
- 2.5 Permanent employees who are ill by EI criteria, and qualify for LTD will receive SUB benefits to the maximum allowable level until his/her LTD payments commence.
- 2.6 Permanent employees who are ill by EI criteria, but who do not qualify for LTD will receive SUB benefits to the maximum allowable level until EI benefits cease.
- 2.7 Permanent employees who are ill by EI criteria, but who do not qualify for EI benefits because:
  - they are serving the EI waiting period
  - they have exhausted their EI benefits
  - or they have insufficient insured weeks to qualify for EI benefits

will be paid SUB benefits to a maximum of 95% of regular gross weekly salary, all subject to other applicable conditions set forth in this document.

### 3. AMOUNT OF BENEFIT

3.1 The benefit payable to qualified employees who are ill or on maternity or parental leave shall be:

- during the EI waiting period, 95% of regular weekly salary exclusive of overtime, premium rates, or holiday pay. Normal earnings shall include regular overscale rates.
- during the period of benefits paid by EI, an amount equal to the difference between the EI weekly benefit rates and 95% of the employee's regular weekly salary up to a maximum of fifteen (15) weeks in the case of maternity leave and up to a maximum of twenty-one (21) weeks in the case of parental leave.
- for employees subject to 2.6 above, 95% of the employee's regular weekly salary for the period of illness, to the maximum period of entitlement had they qualified for EI (a maximum of fifteen weeks plus a two week waiting period) or the commencement of LTD, whichever is lesser.

3.2 The benefit payable to qualified employees who are temporarily laid off shall be:

- during the waiting period, 95% of the employee's regular weekly salary exclusive of overtime, premium rates, or holiday pay. Regular weekly salary shall include regular overscale rates.
- during the period of benefits paid by EI, an amount equal to the difference between the EI weekly benefit rate and 95% of the employee's regular weekly salary for the lesser

of; six (6) months, until employed elsewhere, or until EI benefits cease for any reason.

- 3.3 The employee's regular weekly salary and any eligible payments for overtime will not be reduced or increased by payments received under the plan.
- 3.4 In any week, the total amount of SUB payments and the weekly rate of EI benefits will not exceed 95% of the employee's weekly earnings.

#### **4. CLAIM PROCEDURES**

- 4.1 Employees will notify the Company in writing that they intend to apply for benefits from the SUB plan.
- 4.2 The Company will indicate on the Record of Employment that the employee is covered by "S.U.B." in the "Comments" section.
- 4.3 The employee will indicate that a SUB plan is in effect on his/her application for EI benefits.
- 4.4 Benefits shall be paid to the employees through the regular payroll system.

#### **5. FINANCING OF PLAN**

- 5.1 This plan shall be financed by the Company.

## **6. VERIFICATION OF EI BENEFITS**

The Company will verify that employees are receiving EI benefits by having employees submit copies of their EI benefit stubs.

## **7. RECORDS**

The Company will retain a copy of each employee's EI benefit stub which verifies the employee is receiving EI benefits. In addition, the Company will keep a record of the payroll register identifying the employee's payments from the Company during the term the employee received SUB plan benefits.

## **8. DURATION OF PLAN**

This plan shall remain in effect for the term of the collective agreement as described in Article 46 of the Agreement.

## **9. NOTIFICATION TO HUMAN RESOURCES DEVELOPMENT CANADA, SUB PROGRAM**

The Company will notify in writing the Human Resources Development Canada Sub Program thirty (30) days following the effective date of a change to the plan.

## ARTICLE 21

### LEAVE FOR CHILD CARE RESPONSIBILITIES

- 21.01 Employees who satisfy the qualifying requirements thereof, shall be entitled to leave for child care responsibilities as set forth in the Canada Labour Code, which provisions are attached hereto as Appendix "C".
- 21.02 A female employee who is absent from work during the seventeen (17) week maternity leave period or any part thereof shall have the premium costs associated with her medical and group insurance benefits (except for Long Term Disability) paid on the same basis as such premiums were paid prior to the employee going on child care leave.
- 21.03 An employee, on any of his normal working days, shall have the right to a paid leave of absence of one day after the birth of his spouse's child or when he/she is the mother or father of an adopted child, custody of whom is assumed on any of his/her normal working days.

## ARTICLE 22

### EMPLOYEE BENEFITS / PENSION PLAN

22.01 The following employee benefits plans and pension plan shall apply:

#### Required

Life Insurance  
Long Term Disability Insurance  
Extended Health Care Insurance  
Dental Care  
Dependent Life Insurance  
Pension Plan

#### Optional

Employee Optional Life Insurance  
Spousal Optional Life Insurance

22.02 Premium costs in respect of the Required Employee Benefits plans (except Long Term Disability) shall be paid by the Employer at the level of premiums being paid by the Employer as at July 31, 2003. Any increase in those premiums will be paid by employees through payroll deductions.

22.03 Premiums in respect of long term disability insurance and optional coverage shall be paid by employees through payroll deductions.

- 22.04 Any conflict between the details set forth in this Agreement and the plans shall be resolved on the basis of the insurers' policies pertaining to the Employer in respect of the plans.
- 22.05 Eligibility for coverage under the plans shall be as set forth in the insurers' policies.

**a) Employee Benefits**

The Company agrees that no change shall be made to the terms and conditions of the foregoing Employee Benefits plans without prior consultation with the Union.

The Company shall maintain an Employee Benefits plan during the term of this Agreement at a premium no lesser, nor no greater than were the Employer's premiums costs as at July 31, 2003. In the event during the term of this Agreement, the Company's premium costs increase, the Company may by way of payroll deduction, deduct the increased premium costs from the employee's earnings.

Nothing in this provision shall prevent the Company from negotiating lower premium rates than currently exist, provided there is no reduction in the level of benefits as in effect at the time of signing of the Collective Agreement.

b) **Pension Plan**

The Company agrees that no changes shall be made to the terms and conditions of the Pension Plan without prior consultation with the Union.

c) **Non-Discrimination**

The Company in any event shall not alter or amend the Employee Benefits Plan (including premium costs) or the Pension Plan where the same would result in discriminating against the Bargaining Unit employees.

22.07 Employees enrolled in the Pension Plan shall receive a statement in accordance with the **Pension Benefits Standards Act**.

## ARTICLE 23

### **BEREAVEMENT LEAVE**

23.01 In the event of the death of a member of an employee's family, subject to Article 23.02 herein, the following leaves with pay shall apply;

- (a) in the case of the death of an employee's spouse (including common-law spouse or same sex spouse) or child, leave on the day of the death, and during the seven (7) days immediately following the death.



- (b) in the case of the death of an employee's parent, legal guardian, brother or sister, father-in-law, mother-in-law, grandparent and any relative of the employee who resides permanently with the employee, leave on the day of the death, and during the four (4) days immediately following the death.
- (c) in the case of the death of an employee's brother-in-law or sister-in law, leave on the day of the death, and any two (2) days of the five (5) days immediately following the death.

23.02 The aforementioned days will be leaves with pay only when any of those days fall on an employee's scheduled working day.

23.03 At the Employer's discretion additional leave with or without pay may be granted in mitigating circumstances.

## **ARTICLE 24**

### **JURY AND WITNESS DUTY**

24.01 Employees called to serve on juries, or to obey a crown subpoena or who are called as a witness on behalf of the Company, shall receive their regular salaries during such periods, less the amount they receive in payment for such duty, provided the employee returns to work if he/she is released from jury or witness duty prior to the end of his/her scheduled tour of duty.

## **ARTICLE 25**

### **SEVERANCE PAY**

25.01 An employee who has completed one (1) or more years of continuous service and who is terminated or released through no fault of his/her own shall be paid severance pay based on: three (3) weeks regular salary in respect of each continuous year of service to a maximum of fifty-two (52) weeks of severance pay.

The minimum severance payment shall be two (2) weeks. In the case of incomplete years the severance pay shall be calculated on a pro-rata basis calculated to the nearest month.

- 25.02 The severance payment as in Article 25.01 shall be deemed to include any severance payment required pursuant to any statute. Acceptance of severance pay will be classed as a voluntary resignation with termination of the employee's seniority and employment rights.
- 25.03 An employee who at the time of lay-off had elected not to accept severance pay, may at any time during his/her recall period give notice to the Employer of his/her voluntary resignation, and in such case, within a period of ten (10) days from receipt of the said notice, the employee shall be paid all severance pay accumulated to the date of his/her lay-off.
- 25.04 Wherever in this Agreement provision is made for severance pay, it is understood that the Employer may in its sole discretion on an individual by individual basis provide a greater severance benefit than the benefit set forth in the Agreement.
- 25.05 In any case where a lay-off is to occur and an employee has been designated for lay-off, a more senior employee within the job classification who would otherwise be retained may request that he/she be laid-off instead of the designated employee. The Employer in its sole discretion may approve or reject such a request and where approved this more senior employee shall be laid-off and shall be paid severance pay based on his/her continuous years of service.

## ARTICLE 26

### GENERAL PROVISIONS

26.01 Subject to Article 16.04 nothing in this Agreement or otherwise shall be construed or interpreted as any limitation or restriction whatsoever on the Employer's practice or right to transfer personnel from one Department or operation of the Company to another Department or operation of the Company.

Where a temporary transfer affects an employee who is normally within the bargaining unit, the provisions of this Agreement shall continue to apply. Where the temporary transfer affects an employee of the Company who is not normally within the bargaining unit the Agreement shall not apply during the period of the temporary transfer.

26.02 The parties recognize that various equipment, material and functions are operated, used or performed as the case may be, by employees who are covered by this Agreement, and by others who are not covered by this Agreement. Nothing in this Agreement or otherwise shall be construed or interpreted so as to in any way constitute a restriction or limitation whatsoever on the aforementioned.

26.03 No employee shall engage in work activities or services, which are directly or indirectly in competition with the Company, without having first obtained prior approval to do so.

Nothing prohibits an employee from engaging in other activities outside their hours of work, provided such activities do not affect his/her job performance.

26.04 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 supervisor.

26.05 In the event that an employee is required to perform an assignment at a location outside the Maritimes, where an out of the ordinary event or development occurs or is about to occur the employee may enter into an agreement with the Employer regarding the terms of assignment which may include a waiver of the provisions of this agreement as related to scheduling, hours of work and overtime, premiums and penalties.

Nothing in this Article requires an employee to accept an assignment on the basis of a waiver contemplated by this Article. An employee shall not be penalized in any way for refusing to accept an assignment based on provisions other than those set forth in this agreement.

26.06 An employee may have access to his/her personnel file in the presence of his/her Management Supervisor or the Human Resources Co-ordinator during office hours, twice each twelve (12) months or earlier in the event of a grievance. The employee shall give two (2) working days notice of his/her desire to have access to his/her personnel file.

26.07 Nothing in this Agreement prevents an employee and the Employer from agreeing to an individual contract which may contain terms and conditions of employment (including wage rates) in excess of the minimum provisions of this Agreement, and which may contain terms and conditions in respect of which the Agreement is silent.

Within fifteen (15) days of its execution, a copy of an individual contract shall be forwarded to the Union's National Representative in Halifax, and the monetary amounts within the copy of the individual contract shall be deleted. The contents of the individual contract shall be considered strictly confidential and shall not be disclosed by the Union's National Representative to any other person, firm or corporation without the written agreement of the Employer and the employee.

26.08 An employee may make written application for leave of absence without pay. Granting of such leave shall be at the Employer's sole discretion.

## ARTICLE 27

### TRAINING AND EDUCATIONAL SEMINARS

- 27.01 Where an employee is required by the Employer to attend a seminar or educational course, the following shall apply:
- (a) if the same is attended on the employee's scheduled day of work, the employee shall not suffer a loss of regular pay as a result of attending;
  - (b) if the same is attended on the employee's scheduled day off, an employee shall be given equivalent time off.
- 27.02 No overtime or penalties or premiums shall be paid where an employee is absent from work in accordance with this article.
- 27.03 Where an employee attends a seminar or educational program on his/her scheduled day off of his/her own volition, Article 27.01(b) shall not apply.
- 27.04 An employee shall be reimbursed for all expenses incurred under Article 27.01, including course material, meals and travel which are to be approved in advance.

27.05 An employee who has been in the employ of the Company for twelve (12) months or more, who wishes to enroll in an educational or training program may, at the Employer's discretion have up to one hundred (100%) percent of the cost thereof paid by the Employer where the program is directly related to the employee's current job and/or where the program has the potential for helping the employee prepare for other employment opportunities which may become available with the company.

Reimbursement for such a program shall be contingent upon the employee having successfully completed the program, and subject to the same having been approved in advance in writing by the Employer.

## **ARTICLE 28**

### **TRAVEL AND EXPENSES**

28.01 The Employer agrees to reimburse an employee for all authorized travel and/or approved business expenses and for appropriate parking expenses, and other justifiable miscellaneous business expenses where approved by the Employer and which are in connection with his/her assignments, upon completion of the prescribed form accompanied by supporting receipts and provided the travel or business expenses are approved by the Employer. Where out-of-town travel is assigned in advance, the



employee must obtain prior approval of the Employer regarding travel expenses.

Where arrangements have not been made for an employee to be in possession of a major credit card and where that employee is to be sent on an out-of-town assignment, every reasonable effort shall be made to provide expense money in advance if a request for the same is made by the employee. The employee will account for all expenses as required by Article 28.01.

28.02 The parties recognize there are business and other operating requirements which necessitate the occasional use of an employee's automobile in the execution of his/her duties. If an employee is authorized by the Employer to use his/her own automobile for transportation in connection with the Employer's business, he/she shall be reimbursed at the rate of thirty (\$0.30) cents per kilometer, with a minimum payment of three dollars and fifty cents (\$3.50) per return trip.

28.03 The use of an employee's automobile on Employer business is not compulsory, and he/she may decline to do so under normal circumstances. In the case of an emergency or unusual circumstances, however, an employee's agreement to use his/her car will not be unreasonably withheld.

- 28.04 The Employer will reimburse an employee for tickets resulting from parking violations that were justifiably incurred as a result of performing an assignment, if the tickets are presented to the Employer within the initial period provided for payment of same. If not presented within the provided period, the Employer will pay only the amount of the initial charge. Payment will not be approved unless a satisfactory explanation of the circumstances leading to the ticket is provided in writing at the time of the request for reimbursement.
- 28.05 Where the Employer makes a vehicle available to an employee for use in the performance of his/her duties, the Employer shall absorb all business operating and insurance costs. Such vehicles shall normally be available at the Employer's premises, and except where prior approval to do otherwise has been granted by the Employer, vehicles shall be returned to the Employer's premises at the completion of the employee's tour of duty.
- 28.06 Where in the use of his/her vehicle in connection with the Employer's business, an employee becomes involved in an accident and the damage to his/her vehicle cannot be recovered from another person or persons, the Employer will pay up to a maximum of five (\$500.00) hundred dollars for all or part of the damage costs to the employee's vehicle. The Employer will not make any payment where the damage results from the employee's negligence.

28.07 Employees on out-of-town assignments necessitating overnight accommodation shall receive single occupancy accommodation at the Employer's expense where available at the locations concerned.

28.08 Employees working on "overnight" assignments shall receive a per diem allowance of two dollars and twenty cents (\$2.20) per hour to a maximum of forty-eight (\$48.00) dollars per twenty-four (24) hours to cover the cost of meals and miscellaneous expenses from date of signing.

November 1, 2003 two dollars and fifty cents (\$2.50) per hour to a maximum of fifty (\$50.00) dollars per twenty-four (24) hours.

Where adequate meals are supplied, the per diem allowance shall be reduced by the cost of each adequate meal supplied as follows:

Breakfast	\$ 9.00
Lunch	\$11.00
Dinner	\$19.00

Where an employee is assigned to an out-of-country "overnight" assignment, and where it is agreed in advance, that the per diem allowance provided herein is insufficient, the Employer will provide the employee with an appropriate increased per diem allowance.

28.09 Air, bus and train travel time on Employer business, excluding commuting between residence and normal place of work, shall be counted as time worked to a maximum of eight (8) hours credited for travel in any one (1) work day.

28.10 Employees working on assignments outside their “local area” during their assigned meal period, where overnight accommodation is not required, shall receive a meal allowance in respect of each such assigned meal period as follows effective from the date of ratification:

Breakfast	\$ 9.00
Lunch	\$11.00
Dinner	\$19.00

The said meal allowance shall not be paid where an adequate meal is supplied. Not more than two (2) meal allowances shall be paid in respect of any ten (10) hour consecutive period.

The Employer recognizes that in certain circumstances a meal allowance may be paid where employees are required to work on assignments, such as field production shoots, within the “local area”. The payment of such a meal allowance shall only occur where the employee seeks and receives prior approval from their immediate supervisor.

- 28.11 “Local area” is defined as any point within a fifty (50) kilometer radius of the Company’s Dartmouth television station.
- 28.12 Except where sound business reasons necessitate the same, an employee shall not be transferred to a different normal work location, necessitating a change of residence for the employee without his/her consent. Such a transfer may not be made as a disciplinary measure. An employee transferred, as a result of sound business reasons as in this Article will have his/her reasonable relocation expenses paid by the Employer.

An employee who resigns before the completion of two (2) years following a transfer, shall refund the monies spent on relocation expenses paid by the Employer, pro-rated to the length of time spent less than two (2) years. Such a refund may be deducted from any outstanding monies owing the employee at the time of his/her resignation.

In the case of a transfer, pursuant to this Article 28.12, the Employer will allow the employee a reasonable amount of time off maximum of two (2) days without loss of wages to facilitate an employee in his/her search for accommodations and the moving of his/her personal effects.

- 28.13 Parking facilities will be provided at 14 Akerley Blvd., Dartmouth, free of charge for employees working at the said 14 Akerley Blvd., Dartmouth.

## ARTICLE 29

### PAID HOLIDAYS

29.01 The following shall be considered as paid holidays:

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Canada Day
5. Halifax Natal Day
6. Labour Day
7. Thanksgiving Day
8. Remembrance Day
9. Christmas Day
10. Boxing Day

In addition, for employees on staff December 31, 1997, one (1) paid holiday during each calendar year which shall be scheduled by mutual agreement between the Employer and the employee. If mutual agreement is not achieved before May 1 of each year, the Employer shall schedule the day the said holiday is to be taken. The additional paid holiday shall be taken in the calendar year in which it is earned.

Plus, any additional day legislated by the Parliament of Canada to be as a paid holiday.

29.02 If a holiday falls on a scheduled work day and the employee is not required to work, he/she shall receive his/her regular pay for such day so that his/her basic monthly income will not be affected.

29.03 When a holiday falls on an employee's scheduled work day and the employee is required to work, the following shall apply;

a) he/she shall be paid for the day at his/her regular basic pay for the day, another day shall be substituted for the holiday, plus a payment based on one-half (1/2) times the employee's straight time basic hourly rate for all hours worked;

or

b) he/she shall be paid for the day at his/her regular basic pay for the day, plus one and one-half (1 1/2) times the employee's straight time basic hourly rate for all hours worked.

The employee shall note on his/her time sheet next following the holiday as to his/her preference for (a) or (b) above. Reasonable consideration will be given to the employee's preferences as noted on the time sheet. However, in the event the employee and his/her Supervisor are unable to agree as to the employee's preferences, the Employer shall elect to apply either (a) or (b) therefore as provided herein.

When (a) is applied, subject to business and operational requirements, an employee's request that the day be added to his/her next vacation shall not be unreasonably denied.

29.04 When a holiday falls on a scheduled day off and the employee does not work, he/she shall receive, either one (1) additional day's pay at his/her straight time basic rate or a subsequent day off with pay at his/her straight time basic rate. The employee shall note on his/her time sheet next following the holiday as to his/her preference for pay or a day off, and in the event the preference is for a day off the employee shall note the preferred day off. Reasonable consideration will be given to the employee's preferences as noted on the time sheet. However, in the event the employee and his/her Supervisor are unable to agree as to the employee's preferences, the Employer shall elect to substitute another day or provide payment therefore as provided herein. When another day is substituted, subject to business and operational requirements, an employee's request that the day be added to his/her next vacation shall not be unreasonably denied.

29.05 When a holiday falls on an employee's scheduled day off and an employee is required to work, the following shall apply;



a) Another day shall be substituted for the holiday and he/she shall be paid one and one-half ( $1\frac{1}{2}$ ) times the basic hourly rate for hours worked;

or

b) He/she shall be paid two and one-half ( $2\frac{1}{2}$ ) times his/her basic hourly rate for all hours worked.

The employee shall note on his/her time sheet next following the holiday as to his/her preference for (a) or (b) above. Reasonable consideration will be given to the employee's preferences as noted on the time sheet. However, in the event the employee and his/her Supervisor are unable to agree as to the employee's preferences, the Employer shall elect to apply either (a) or (b) therefore as provided herein. When (a) is applied, subject to business and operational requirements, an employee's request that the day be added to his/her next vacation shall not be unreasonably denied.

29.06 A tour of duty beginning on the eve of a holiday and continuing into the holiday shall not be considered as work performed on the holiday. A tour of duty beginning on the holiday and continuing into the day following shall be considered as work performed on the holiday.

29.07 In order for an employee to qualify for a paid holiday, an employee shall have satisfied all the requirements of The Canada Labour Code.

### **ARTICLE 30**

#### **SCHEDULING OF CHRISTMAS AND NEW YEAR'S HOLIDAYS**

- 30.01 Before November 15th of each year employees will advise the Employer in writing to their preference of days off to be scheduled over the Christmas/New Year's Day holidays.
- 30.02 If an employee so requests (unless the Employer 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.
- 30.03 Employees who have indicated their preference will be advised of their work schedule respecting Christmas and New Year's Day no later than November 30.
- 30.04 No encroachment or turn-around penalties will be paid in order to accommodate employee preferences.

## ARTICLE 31

### ANNUAL VACATIONS

- 31.01 Employees shall be entitled to and shall receive the following vacations which are earned in one vacation year and taken in the following vacation year:
- a) an employee having less than one (1) year of continuous service from the start of his/her employment to May 1st is entitled to one (1) day's vacation for each full month worked to a maximum of ten (10) working days, with pay therefor based on four (4%) percent of the employee's earnings;
  - b) an employee having completed one (1) or more years of continuous service on the first day of May, is entitled to fifteen (15) working days with pay therefor based on six (6%) percent of the employee's earnings.
  - c) an employee having completed ten (10) or more years of continuous service on the first day of May, is entitled to twenty (20) working days with pay therefor based on eight (8%) percent of the employee's earnings.

- d) an employee having completed twenty-two (22) or more years of continuous service on the first day of May, is entitled to twenty-five (25) working days with pay therefor based on 10 (10%) percent of the employee's earnings.

An employee who has worked ninety-five (95%) percent of the regular working hours during any year ending April 30th, shall for vacation purposes be deemed to have worked the whole of that year, and for vacation pay purposes, shall receive the applicable percentage of gross earnings or his/her regular salary during the vacation period, whichever is the greater. In computing regular working hours, the same shall not include the period of a vacation or paid holidays.

- 31.02 In the event that a general holiday occurs during an employee's vacation, one (1) day additional for each such general holiday shall be added to the employee's vacation entitlement.
- 31.03 Where it is reasonably possible to do so, an employee's vacation shall be scheduled such that the beginning and end of his/her vacation is in conjunction with his/her scheduled days off.
- 31.04 In the event of the death of an employee, the value of any vacation credits which have accrued to the employee shall be paid to his/her estate.

- 31.05 The Employer shall have the right to determine the number of employees who may be released for vacation from any job classification at any one time. Subject to business and operational requirements, and a decision by the Employer to accommodate an employee's particular circumstances, preference will be given to employee's requests on the basis of Company seniority.
- 31.06 On or prior to March 1st of each year, employees will be provided with a form prescribed by the Employer on which they are to advise as to their vacation preferences. These forms must be completed and returned to the Employer no later than March 15th.
- 31.07 Vacation schedules shall be posted by April 15th of each year. Vacation schedules, once posted, shall only be changed by mutual agreement between the Employer and the affected employee, except where unforeseen or out-of-the-ordinary circumstances occur. Any such changes will be confirmed in writing.
- 31.08 Once an employee begins his/her vacation, any work assigned during that vacation shall be paid at overtime rates. Alternatively, the employee may elect to take time off in lieu thereof.

- 31.09 In the event an employee became bona fide ill during his/her vacation period, to the extent that he/she would not have been able to report to work had he/she been scheduled to do so, the Employer in its sole discretion may pay sick leave to the employee in respect of those days of illness, and credit the employee with unused vacation days. An employee who intends to request that the Employer exercise its discretion shall do so in writing (providing particulars) on the day next immediately following his/her return to work.

## **ARTICLE 32**

### **HOURS OF WORK / TOUR OF DUTY**

- 32.01 A tour of duty shall mean the authorized and/or approved time worked during a shift.
- 32.02 If work in a tour of duty extends beyond midnight of the day on which it commenced, it shall be considered as falling wholly within the calendar day in which it started.
- 32.03 Except in the case of employees assigned to a modified work schedule, the normal tour of duty which shall apply shall be eight (8) hours and the normal work week shall be forty (40) hours comprised of five (5) days of eight (8) hours each, commencing at 12:01 am, Monday.

- 32.04 Except where a modified work schedule applies, overtime shall be compensated for all time worked in excess of eight (8) hours in any day, at a rate of one and one-half (1 1/2) times the employee's basic hourly rate. Should the overtime hours worked in any day exceed eight (8) hours, all time worked in excess thereof shall be compensated at a rate of two (2) times the employees basic hourly rate.
- 32.05 Employees employed in operations functions, and those employed as Promotions Producers may be assigned to a modified work schedule.
- 32.06 In the case of employees assigned to a modified work schedule, all hours worked in excess of the hours set forth in the schedule shall be paid at one and one-half (1 1/2) times the employee's basic hourly rate.

Should the hours worked in an eleven and a half (11.5) hour tour of duty exceed fifteen and a half (15.5) hours, all time worked in excess thereof shall be compensated at a rate of two (2) times the employee's basic hourly rate.

Penalties and premiums do not apply with the exception that employees on modified work schedules shall be entitled to payment of a meal allowance of \$12.00 should the employee be required to work more than two (2) hours beyond the end of their tour of duty.

## ARTICLE 33

### DAYS OFF

- 33.01 Except in the case of out of town overnight assignments, and except where unusual circumstances occur or where Article 32.05 (modified work schedule) applies, there shall be two (2) consecutive days off for each work week which shall be referred to as “scheduled days off”. The two (2) scheduled days off may be in separate work weeks (e.g. Sundays and Mondays).
- 33.02 The Company will make a reasonable effort to schedule the scheduled days off on weekends as frequently as is reasonably possible, however, it is recognized that the nature of the business is such that some employees may be required to work weekends on an intermittent or on a regular and recurring basis.
- 33.03 Two (2) scheduled days off shall be defined as forty-eight (48) hours plus the turn-around period of twelve (12) hours for a total of sixty (60) hours. Three (3) and four (4) scheduled days off shall be defined respectively as seventy-two (72) hours plus the turn-around period of twelve (12) hours for a total of eighty-four (84) hours and ninety-six (96) hours plus the turn-around period of twelve (12) hours for a total of one hundred and eight (108) hours.



## ARTICLE 34

### POSTING OF SCHEDULES

34.01 Each employee's work schedule clearly showing the normal daily starting time, normal finishing times and scheduled days off in respect of the period covered by the schedule shall be posted as early as the Employer deems it to be reasonably possible, but no later than 2:00 p.m. on Wednesday for the two (2) weeks following.

Work schedules for employees to be assigned to a modified work schedules shall be prepared and/or altered and posted to be applicable to work periods of two (2) weeks.

34.02 In the event that an employee's work schedule is not posted in accordance with Article 34.01, the previous work schedule shall carry over until a new work schedule is posted.

34.03 Employees who are qualified to perform each other's jobs may in exceptional circumstances exchange shifts, provided the same has been authorized in advance by the Employer. There shall be no overtime penalties, premiums or any other costs resulting to the Employer as a result of an approved change of shifts.

- 34.04 After the posting of a work schedule, except where circumstances unforeseen at the time the notice was posted apply, the employee's days off shall not be changed unless mutually agreed by the employee and the Employer.

## **ARTICLE 35**

### **CHANGE OF WORK SCHEDULES**

- 35.01 Notice of change of starting and finishing times shall be given as much in advance as possible, but no later than 2:00 p.m. prior to the day in question.
- 35.02 When an employee is on duty, the Employer will be deemed to have given notice when such notice is posted. If the Employee is on duty, but is off the Employer's premises and not expected to return, the Employer will notify the employee directly. If the notice is not posted, or if the Employer has not notified the employee directly, as the case may be, the employee shall be credited with all hours originally scheduled.
- 35.03 If the employee is off duty, the Employer will notify the employee directly. If the Employer has not been able to notify the employee directly, he/she shall be credited with all hours originally scheduled.

- 35.04 Prior to going on leave of five (5) days or more, an employee shall be given a pre-arranged time to report back. This time, however, may be rescheduled later but not earlier than the pre-arranged time. The Employer must make a reasonable effort to notify the employee of such change. The Employer shall be considered to have made a reasonable effort where the employee has been contacted personally or where a registered letter of notification has been mailed to the employee's last known address.
- 35.05 It is the responsibility of an employee to report to his/her supervisor as early as possible as to when he/she will be available for duty following absence due to illness or injury or any approved absence. It is the Employer's responsibility to then or subsequently inform the employee of any change in his/her work schedule.

## ARTICLE 36

### OVERTIME COMPUTATION

- 36.01 It is recognized there are business and operating requirements which may necessitate overtime work being performed. The Employer, however, will not require employees to work an excessive amount of overtime.

- 36.02 Where an employee is required to work overtime, the employee and the Employer may mutually agree that the employee may be granted compensating time off in lieu of overtime pay. The time off in such event shall be credited to the employee at the appropriate rate in effect when such overtime is worked.
- 36.03 The date or dates when the time off may be taken shall be as mutually agreed between the employee and the Employer, provided, however, that if mutual agreement is not reached within a reasonable time, the employee shall be paid for the time worked.
- 36.04 All overtime, in order to qualify for overtime compensation, must be authorized or approved in advance by the employee's immediate supervisor.
- 36.05 Employees shall complete their records of time at such times and in such manner as prescribed from time to time by the Employer.
- 36.06 In order to ensure prompt payment, a record of time (in respect of any claims for overtime, premiums and penalties) for each work week shall be delivered to the Employer no later than 12:00 noon Tuesday of each week. Where the employee has submitted or entered his/her record of time within a period of one (1) week prior to a regular pay day, he/she shall normally receive payment therefore on the regular pay day next following.

36.07 Subject to paragraph 2 hereof, the Employer reserves the right to not pay a claim for overtime, premiums, penalties or expenses in respect of a week for which a record of time was not submitted or entered in compliance with Article 36.06 hereof.

Prior to invoking this Article 36.07, the Employer will have previously warned an employee in writing on at least one (1) occasion of the requirements to deliver or enter his/her record of time within the required time period.

36.08 Where an employee's record of time is altered, he/she shall be advised as to the alteration by his/her Supervisor, and a copy of the altered record of time will be made available for the employee's inspection. The Employer will provide the employee with a breakdown of his/her pay calculations.

## **ARTICLE 37**

### **WORK ON SCHEDULED DAYS OFF**

37.01 Where an employee works on his/her first scheduled day off in the week, the first eight (8) hours of work shall be compensated at a rate of one and one-half (1 1/2) times the employee's basic hourly rate. All hours worked on that day after the completion of eight (8) hours shall be compensated at two (2) times the employee's basic hourly rate.

Where an employee in addition to having worked on his/her first scheduled day off, also works on his/her second scheduled day off in the week, the employee shall be compensated for all hours worked on that day at two (2) times the employee's basic hourly rate.

- 37.02 An employee who works on his/her scheduled day off shall be guaranteed a minimum compensation based on four (4) hours at one and one-half (1 1/2) times his/her basic hourly rate.
- 37.03 Nothing herein precludes an employee and his/her supervisor from mutually agreeing to change an employee's scheduled day off and in such case, the overtime provisions contained in this article shall not apply.
- 37.04 Where an employee is to work on his/her scheduled day off, the employee and his/her supervisor may mutually agree that the employee may be granted compensating time off in lieu of overtime pay. The date or dates when the time off may be taken shall be as mutually agreed between the employee and his/her supervisor provided, however, that if mutual agreement is not reached within a reasonable period of time, the employee shall be paid for the time worked.

## ARTICLE 38

### TURN-AROUND

- 38.01 A turn-around period is the period of at least twelve (12) hours between the end of one tour of duty and the commencement of the next tour of duty.
- 38.02 To the extent that time worked by an employee encroaches on a turn-around period, as referred to in Article 38.01 above, the start time of his/her next tour of duty may be adjusted to the extent of the encroachment.
- 38.03 Where the scheduled start time of the employee's next tour of duty is not so adjusted, the employee shall be compensated at the rate of one-half (1/2) times his/her basic hourly rate for each hour of such encroachment.
- 38.04 No payments shall be made for the following encroachments:
- a) where an employee is released from duty to attend negotiations meetings with management;
  - b) where the encroachment occurs on a rotating shift pattern which occurs in conjunction with an employee's days off, or as a result of a modified work schedule;

- c) where the encroachment occurs as a result of overtime work;
- d) where the encroachment occurs as a result of a call back or call-in.

## **ARTICLE 39**

### **CALL BACK / CALL IN AND STAND-BY**

- 39.01 An employee called back to work after having completed his/her tour of duty, and having left the workplace, shall be paid for all work during the period of the call back at a rate of one and one-half (1 $\frac{1}{2}$ ) times his/her basic hourly rate, with a minimum guarantee of four (4) hours.
- 39.02 An employee who has been scheduled to continue work after completion of his/her eight (8) hours in the day, shall be compensated for all time worked in excess of eight (8) hours in any day, at a rate of one and one-half (1 $\frac{1}{2}$ ) times the employee's basic hourly rate. Should the overtime hours worked in any day exceed eight (8) hours, all time worked in excess thereof shall be compensated at a rate of two (2) times the employee's basic hourly rate.
- 39.03 Where an employee is called in to begin his/her shift earlier than scheduled, the employee shall be compensated at a rate of one and one-half (1 $\frac{1}{2}$ ) times his/her basic hourly rate in respect of all hours worked prior to the start of his/her scheduled



starting time, unless the employee's scheduled normal finishing time for that shift is adjusted to reflect the earlier starting time.

Where the employee who has been called in earlier, works his/her eight (8) hour shift in addition to hours worked for which he/she is compensated at the one and one-half (1 1/2) times rate, the eight (8) hours shift shall be compensated at the employee's basic hourly rate.

#### 39.04 Stand-by

A. An employee assigned to stand-by shall be compensated therefore at a rate of one hundred and fifty (\$150.00) dollars effective date of ratification, and:

One hundred and sixty (\$160.00) dollars effective November 1, 2004

in respect of the normal standby period.

The stand-by period shall normally be from midnight Friday until 8:00 am on the next following Monday. Where a paid holiday (as set forth in Article 29) falls outside the aforementioned period and the employee is assigned to standby, he/she shall be compensated therefore at a rate of one hundred and ten (\$110.00) dollars effective the date of ratification, and:

one hundred and fifteen (\$115.00) dollars effective November 1, 2004 for such stand-by.

The stand-by period shall normally be from 12:01 am on the paid holiday until 8:00 am on the next following day.

B. The following conditions apply:

- (a) Where the employee is required to go to the television site or any other location to rectify a problem, the call-back provisions as in Article 39.01 shall apply. No other pay provisions shall apply.
- (b) The Employer shall make a reasonable effort to make stand-by assignments on a rotational basis amongst the employees affected. A reasonable effort shall also be made to avoid scheduling an employee more than two (2) week-ends in a row.
- (c) During the period an employee is assigned to stand-by, he/she shall be provided with a cellular telephone.
- (d) No call-back or any other additional payment shall apply where during the period the employee is being paid stand-by pay, in cases where the problem can be corrected via telephone.

## ARTICLE 40

### TEMPORARY UPGRADING

- 40.01 In the event an employee is temporarily assigned to perform work in excess of four (4) hours in any tour of duty in a higher-rated job classification than that to which he/she is normally assigned, he/she shall be paid an additional thirteen (\$13.00) dollars from date of ratification, and:  
fourteen (\$14.00) effective November 1, 2004.
- 40.02 Except in cases where it is impractical to do so, at the time of such assignment, an employee shall be verbally advised of his/her temporary upgrading, and this shall be recorded on the employee's time sheet.
- 40.03 Temporary upgrading payments shall not apply where:
- (a) the employee is covering the first day of accident or illness of another employee;
  - (b) the employee is assigned to work in a higher classification for purposes of training within that classification for not more than a total of sixty (60) tours of duty;

- c) the employee at the time of the assignment is then being paid a salary higher than the employee he/she is replacing.

40.04 In the event that an employee is temporarily assigned to perform work of a supervisory nature in a category which is excluded from the Bargaining Unit, he/she shall continue to be covered by this Agreement.

## **ARTICLE 41**

### **NIGHT DIFFERENTIAL**

- 41.01 Any employee, working between 0100 hours and 0700 hours (1:00 am and 7:00 am), shall receive a premium equal to twenty per cent (20%) of his/her basic rate for all hours worked during that time.
- 41.02 The premiums referred to herein shall be in addition to the employee's basic hourly rate, but shall not be included in his/her rate for the purposes of overtime or other premium or penalty calculations.

## ARTICLE 42

### EXCESSIVE HOURS AND SAFETY

- 42.01 The Employer shall make every reasonable effort to carry on its business in a manner which will not endanger the health and safety of its employees.
- 42.02 Employees shall take all reasonable precautions to ensure their own safety and the safety of others.
- 42.03 An employee may refuse to work where he/she has reasonable cause to believe dangerous conditions prevail as described in the **Canada Labour Code**. A refusal to work under dangerous conditions shall not result in disciplinary action. For informational purposes a copy of the applicable provisions of the Canada Labour Code are attached to this agreement as "Appendix C".
- 42.04 The Employer agrees to supply appropriate protective clothing and/or safety devices for employees on assignment where conditions require their use and maintain appropriate transportation and safety standards.
- 42.05 The Employer agrees to make available suitable winter parkas and protective rain gear to employees when required to work outside. The foregoing articles are to be worn only for work related purposes.

- 42.06 There shall be a Health and Safety Committee constituted with equal representation from the Company, and from employees of the Company. The Union may appoint one employee member to the said committee.
- 42.07 The Health and Safety Committee shall have all the powers and responsibilities of a Health and Safety Committee as set forth in the **Canada Labour Code**.
- 42.08 The Employer shall make available and maintain First Aid Kits.

### **ARTICLE 43**

#### **MEALS AND BREAK PERIODS**

- 43.01 The existing flexible arrangements whereby employees may take reasonable break periods at appropriate times will continue in effect. The arrangement will not be abused.
- 43.02 Subject to Articles 43.04 and 43.05 all employees who are scheduled to work a tour of duty will normally have a one (1) hour unpaid meal period. The meal period will be scheduled, where possible, so that the services of the Company will not be unduly affected.

- 43.03 If an employee is required to work more than eight (8) hours in one day, after a period of two (2) overtime hours worked, the employee may take an unpaid meal break at an appropriate time, if he/she requests the same.
- 43.04 If an employee is required to work more than two (2) hours beyond the end of his/her normal tour of duty, he/she shall receive a meal allowance of \$12.00
- 43.05 Where it is impractical for an employee so assigned to take his/her meal period during a tour of duty, and he/she works during the said period, by mutual agreement with his/her Supervisor, the employee may take equivalent time off. Alternatively, the employee may elect to file a claim for having worked during his/her unpaid meal period.
- 43.06 An employee and his/her Supervisor, may by mutual agreement between them agree to a reduced meal period in respect of that particular employee.

## ARTICLE 44

### GENERAL SALARY PROVISIONS

- 44.01 Approximately fifty percent (50%) of the employee's normal, basic net monthly salary will be paid on the 15th day of each month. Should the 15th day be a non-banking day, it will be paid on the last previous legal banking day. The balance of money earned for that month will be paid on the last legal banking day of that month.
- 44.02 Where an employee is assigned by the Employer to perform work of a lower rated job classification on a temporary basis, he/she shall not suffer a reduction in his/her basic monthly salary while so assigned.
- 44.03 The Employer shall notify the Union in writing of:
- a) any significant change contemplated to the primary duties, tasks or responsibilities of a job covered by this Agreement;
  - b) any new job to be created and declared by the Employer or determined to be a job within the bargaining unit;



- c) the wage group in which the Employer intends to classify a new job (as referred to in (b) hereof) or a job whose primary duties, tasks, or responsibilities have been significantly changed after the signature of this Agreement.

If a new or significantly changed job is not covered under the salary schedule, the Employer and the Union will attempt to establish an appropriate salary scale for the job. The salary scale shall be established having regard for existing salary schedules.

The establishment of a salary schedule as contemplated by this Article shall not be subject to the grievance and arbitration Articles of this Agreement.

- 44.04 Employees shall be paid according to the salary scale applicable to the “group of jobs” to which they are assigned for salary purposes, with credit for years of service within the job classification, and any credit for industry experience recognized by the Employer at the time of hiring.
- 44.05 It is understood that recognition of industry experience, the granting of merit increases in salary, and the provisions of any additional benefit to an

employee are matters for the sole discretion of the Employer.

44.06 No employee shall suffer a reduction in his/her basic salary or basic hourly wage rate as a result of the implementation of the salary scales as in Article 45 of the Agreement.

44.07 Progression up the salary scale within each salary group shall automatically occur on the first (1st) day of the month following the employee's anniversary date of employment, unless the employee's performance has been determined to be unsatisfactory. When determining whether an employee's performance has been unsatisfactory, the Employer's determination shall be made in a bona fide and non-discriminatory manner. An employee who has been denied a salary progression increase because of unsatisfactory performance may file a grievance pursuant to Article 12 of this Agreement.

44.08 Where an employee is permanently promoted to a job classification within a higher paid salary group, he/she shall immediately move into the higher salary scale and shall receive a salary increase which is at least equal to the value of one (1) full increment in his/her former salary group. The employee's anniversary date then for the purpose of Article 44.07 hereof shall thereafter be the date the employee has been moved to the higher salary group.

44.09 Notwithstanding Article 44.08, the following shall apply with respect to employees in the employ of the Employer at the date of ratification of this Agreement:

- a) The anniversary date of employment for all employees in the employ of the Employer at the date of ratification shall be deemed to be October 1, 1999.
- b) The first anniversary date of employees referred to in paragraph (a) hereof for progression up the salary scale purposes shall be November 1, 2000, and November 1 of each year thereafter unless the employee has a change of job classification resulting in his/her being assigned to a different salary group.

## **ARTICLE 45**

### **SALARIES / SALARY SCALES**

45.01 Job classifications covered by this Agreement are assigned to the various groups of jobs for the purpose of salary provisions.

## 45.02 Period #1

November 1, 2002 – October 31, 2003

- Increase all salary scales by an amount of 2.5%.
- Incremental increases to continue for those employees who are not at the maximum of their salary scales.
- Employees who are being paid above the maximum of their salary scale shall receive a salary increase of 2.5% calculated against the maximum of their salary scale, with the resulting amount added to their salary.

## 45.03 Period #2

November 1, 2003 to October 31, 2004

- Increase all salary scales by an amount of 1.5%
- Incremental increases to continue for those employees who are not at the maximum of their salary scales.
- Employees who are being paid above the maximum of their salary scale shall receive a salary increase of 1.5% calculated against the maximum of their salary scale, with the resulting amount added to their salary.

## 45.04 Period #3

November 1, 2004 to October 31, 2005

- Increase all salary scales by an amount of 1.5%.
- Incremental increases to continue for those employees who are not at the maximum of their salary scales.
- Employees who are being paid above the maximum of their salary scale shall receive a salary increase of 1.5% calculated against the maximum of their salary scale, with the resulting amount added to their salary.

## 45.05 Add a new Group titled Group 3A, and move VTR Operator from the existing Group 3 to Group 3A.

- a) the salary scale for Group 3A shall become effective from the date of ratification with the percentage (%) increase contained in the Employer's Salaries proposal added to the salary scale for Group 3.
- b) The employees in moving from Group 3 to Group 3A will be placed in the salary scale closest to their current salary rounded up to the next highest salary in Group 3A.
- c) There are four (4) employees affected by this re-classification.

45.06 The parties agree to maintain the placement of Technical Director in Group 4 and Production Editor in Group 5 as they exist in the current collective agreement.

The parties have agreed to place and grandfather Paul Saulnier as Technical Director in Group 6 and Matt Morris as Technical Director in Group 6. In addition the parties have agreed to place and grandfather Scott Deal as Production Editor in Group 7 effective November 1, 2003.

The company undertakes to conduct job evaluations of the Production Editor and Technical Director positions in the spring of 2004. The evaluations of these positions will be based upon the job descriptions as they exist in the spring of 2004.

**Salary Schedule****Group 1 – Building Cleaner, Receptionist**

	<b><u>2.50%</u></b>	<b><u>1.50%</u></b>	<b><u>1.50%</u></b>
	<b><u>Nov. 1/02</u></b>	<b><u>Nov. 1/03</u></b>	<b><u>Nov. 1/04</u></b>
Start	\$20,513	\$20,821	\$21,133
6 months	\$21,233	\$21,551	\$21,875
1 year	\$21,974	\$22,304	\$22,638
2 years	\$22,742	\$23,083	\$23,429
3 years	\$23,537	\$23,890	\$24,248
4 years	\$24,359	\$24,725	\$25,095

**Salary Schedule****Group 2 - Studio Camera Operator, Chyron****Operator, Program Assistant, Shipper/Studio  
Camera**

	<b><u>2.50%</u></b>	<b><u>1.50%</u></b>	<b><u>1.50%</u></b>
	<b><u>Nov. 1/02</u></b>	<b><u>Nov. 1/03</u></b>	<b><u>Nov. 1/04</u></b>
Start	\$23,752	\$24,109	\$24,470
6 months	\$24,585	\$24,953	\$25,328
1 year	\$25,444	\$25,825	\$26,213
2 years	\$26,335	\$26,730	\$27,131
3 years	\$27,254	\$27,663	\$28,077
4 years	\$28,210	\$28,633	\$29,063
5 years	\$29,198	\$29,636	\$30,081

**Salary Schedule**  
**Group 3 - Floor Director**

	<u>2.50%</u> <u>Nov. 1/02</u>	<u>1.50%</u> <u>Nov. 1/03</u>	<u>1.50%</u> <u>Nov. 1/04</u>
Start	\$25,374	\$25,754	\$26,141
1 year	\$26,261	\$26,654	\$27,054
2 years	\$27,179	\$27,587	\$28,000
3 years	\$28,130	\$28,552	\$28,980
4 years	\$29,112	\$29,549	\$29,992
5 years	\$30,133	\$30,585	\$31,044
6 years	\$31,191	\$31,659	\$32,133

**Salary Schedule**  
**Group 3A - VTR Operator (effective date of**  
**ratification July 27/03)**

	<u>2.50%</u> <u>Nov. 1/02</u>	<u>1.50%</u> <u>Nov. 1/03</u>	<u>1.50%</u> <u>Nov. 1/04</u>
Start	\$26,723	\$27,124	\$27,530
1 year	\$27,658	\$28,072	\$28,494
2 years	\$28,626	\$29,056	\$29,491
3 years	\$29,628	\$30,072	\$30,523
4 years	\$30,665	\$31,125	\$31,592
5 years	\$31,738	\$32,214	\$32,697
6 years	\$32,848	\$33,341	\$33,841



**Salary Schedule****Group 4 – Traffic Co-ordinator, Collections/A.R.  
Co-ordinator, Audio Operator, Program Co-  
ordinator, Technical Director**

	<u>2.50%</u> <u>Nov. 1/02</u>	<u>1.50%</u> <u>Nov. 1/03</u>	<u>1.50%</u> <u>Nov. 1/04</u>
Start	\$28,071	\$28,492	\$28,919
1 year	\$29,054	\$29,489	\$29,932
2 years	\$30,068	\$30,519	\$30,977
3 years	\$31,121	\$31,588	\$32,062
4 years	\$32,212	\$32,695	\$33,185
5 years	\$33,340	\$33,840	\$34,348
6 years	\$34,506	\$35,023	\$35,549

**Salary Schedule****Group 5 – Master Control Operator, Non-linear  
Production Editor, EFP Camera**

	<u>2.50%</u> <u>Nov. 1/02</u>	<u>1.50%</u> <u>Nov. 1/03</u>	<u>1.50%</u> <u>Nov. 1/04</u>
Start	\$30,229	\$30,683	\$31,143
1 year	\$31,288	\$31,757	\$32,234
2 years	\$32,384	\$32,870	\$33,363
3 years	\$33,518	\$34,020	\$34,531
4 years	\$34,688	\$35,208	\$35,736
5 years	\$35,902	\$36,440	\$36,987
6 years	\$37,158	\$37,716	\$38,281

**Salary Schedule****Group 6 - Sr. Promotions Producer, Engineering Technician 1**

	<b><u>2.50%</u></b> <b><u>Nov. 1/02</u></b>	<b><u>1.50%</u></b> <b><u>Nov. 1/03</u></b>	<b><u>1.50%</u></b> <b><u>Nov. 1/04</u></b>
Start	\$35,628	\$36,162	\$36,705
1 year	\$36,874	\$37,427	\$37,989
2 years	\$38,163	\$38,735	\$39,316
3 years	\$39,500	\$40,093	\$40,694
4 years	\$40,886	\$41,500	\$42,122
5 years	\$42,315	\$42,950	\$43,594
6 years	\$43,798	\$44,455	\$45,122
7 years	\$45,329	\$46,009	\$46,699

**Salary Schedule****Group 7 – Engineering Technician 2, Graphic Artist, Producer/Director, SNG Truck Operator**

	<b><u>2.50%</u></b> <b><u>Nov. 1/02</u></b>	<b><u>1.50%</u></b> <b><u>Nov. 1/03</u></b>	<b><u>1.50%</u></b> <b><u>Nov. 1/04</u></b>
Start	\$39,946	\$40,545	\$41,154
1 year	\$41,343	\$41,964	\$42,593
2 years	\$42,794	\$43,436	\$44,087
3 years	\$44,286	\$44,950	\$45,625
4 years	\$45,839	\$46,527	\$47,225
5 years	\$47,445	\$48,157	\$48,879
6 years	\$49,100	\$49,836	\$50,584
7 years	\$50,824	\$51,586	\$52,360

## ARTICLE 46

### DURATION OF AGREEMENT

This Agreement shall commence on November 1, 2002 and shall remain in force until October 31, 2005, and shall be renewed automatically from year to year thereafter, unless either party notified the other by registered mail, not more than four (4) months and not less than thirty (30) days prior to the date of expiry, or subsequent anniversary of such date, of its intention to modify this Agreement. In the event such notice is given, the Agreement shall continue in full force, until a new Agreement is concluded or until the requirements of the Canada Labour Code relating to strike or lockout have been met, whichever occurs first.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be duly executed by their duly authorized officers this 9<sup>th</sup> day of July 2003.

CanWest Maritime Television  
- MITV (a division of Global  
Communications Limited) in  
respect of bargaining unit  
employees defined in  
Article 3 of this Collective  
Agreement

(The Employer)

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Communications, Energy and  
Paperworkers Union of  
Canada

(The Union)

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## APPENDIX A

### PART-TIME AND TEMPORARY EMPLOYEES

All Articles of this Agreement, being Articles 1 to 46 inclusive, shall apply to part-time employees and temporary, except as hereinafter provided:

#### Article No.

9	Leave for Union Activities
15	Seniority
16	Promotions and Transfer
17	Lay-off
18	Recall from Lay-off
19	Technological Change
20	Sick Leave
22	Employee Benefits and Pension Plan
24	Jury and Witness Duty
25	Severance Pay
29	Paid Holidays
31	Annual Vacations
32	Hours of Work / Tour of Duty
33	Days Off
34	Posting of Schedules
35	Change of Work Schedules
36	Overtime Computation

37	Work on Scheduled Days Off
38	Turn-Around
39	Call-Back/Call In and Standby
43	Meals and Break Periods

The following Articles apply only to part-time and temporary employees:

**Article No.**

1A	Seniority
2A	Full-Time Employment Opportunities
3A	Lay-Offs
4A	Employee Benefits
5A	Annual Vacations
6A	Paid Holidays
7A	Overtime
8A	Break and Meal Periods
9A	General Provisions

**APPENDIX A****ARTICLE 1****SENIORITY**

- 1.01 Seniority is defined as the length of continuous part-time employment with the Company from the date of last hire and shall be based on straight time hours worked.
- 1.02 Where a part-time employee has been permanently assigned to full-time status he/she shall be given seniority for part-time hours worked while employed part-time.
- 1.03 Part-time employees shall have seniority only within the part-time group of employees.
- 1.04 Where a part-time employee has not worked for the Company during any consecutive ninety (90) day period, he/she shall be deemed to be no longer employed by the Company.

**APPENDIX A****ARTICLE 2****FULL-TIME EMPLOYMENT OPPORTUNITIES**

- 2.01 Employees are encouraged to apply for full-time posted positions. Selection of an individual shall be based upon qualifications established and determined by the Employer.
- 2.02 Subject to Article 2.01, the Employer shall award the position to the applicant who, in the Employer's opinion, best meets the qualifications established for the position.
- 2.03 Where, in the Employer's opinion, there is no applicant who satisfactorily meets the qualifications for the posted position, the Employer may hire from any source.

**APPENDIX A****ARTICLE 3****LAY-OFFS**

- 3.01 A part-time 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 Employer's discretion.

## APPENDIX A

### ARTICLE 4

#### EMPLOYEE BENEFITS

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

- a) Eligibility for enrolment dates shall be February 1 and August 1 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-five (25) hours per week exclusive of overtime hours worked during the preceding six (6) month period prior to February 1st and August 1st of each (which for the purpose of calculation equals 650 hours.)
- 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 Employer 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 enrolment requirements set for in Article 4 (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 percent (60%) 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 percent (25%) of the premiums applicable to the extended health care plan.
- h) A part-time employee covered by the Long Term Disability Plan shall, by payroll deduction, pay one hundred percent (100%) 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 is the case for full-time employees.
- j) Any conflict between the details set forth in this Agreement and the plans shall be resolved on the basis of the insurers' policies pertaining to the Employer 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 by Article 4 (a), (b) and (c) hereof.
- l) The Employer 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 for insured employee benefits (Article 22 and/or Article 4 Appendix A) shall receive twenty-eight (28) cents per hour not to be added to the employee's basic hourly rate for each hour worked in lieu of benefits. 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 enrolment in the pension plan, notwithstanding the fact he/she may qualify for insured employee benefits.

## **APPENDIX A**

### **ARTICLE 5**

#### **ANNUAL VACATIONS**

- 5.01 All employees shall be entitled to and shall receive an annual vacation on the following basis:
- a) After one (1) year, up to and including five (5) consecutive years of employment, two (2) weeks vacation.
  - b) After six (6) consecutive years of employment, three (3) weeks vacation.
- 5.02 Vacation pay shall be calculated on the basis of four percent (4%) of the employee's earnings in the case of employees to whom Article 5.01 (a) applied, and six percent (6%) of the employee's earnings in the case of employees to whom Article 5.01 (b) applied.

- 5.03 Vacation pay as in Article 5.01 hereof, shall be accumulated in respect of an employee's earnings to April 30 of each year. Payment therefore to the employee shall be made on or before May 31 of the same year.
- 5.04 In the event that a statutory holiday occurs during an employee's vacation and the employee has an entitlement to the statutory holiday, one (1) additional day (calculated as in Article 6.03) for each such holiday shall be added to the employee's vacation.

## **APPENDIX A**

### **ARTICLE 6**

#### **PAID HOLIDAYS**

- 6.01 The following shall be considered as paid holidays:
1. New Year's Day
  2. Good Friday
  3. Victoria Day
  4. Canada Day
  5. Halifax Natal Day
  6. Labour Day
  7. Thanksgiving Day
  8. Remembrance Day
  9. Christmas Day
  10. Boxing Day

Plus, any additional day legislated by the Parliament of Canada to be as a paid holiday.

- 6.02 An employee is not entitled to be paid a holiday on which he/she does not work unless he/she has worked for at least fifteen (15) days during the thirty (30) days immediately preceding the holiday.
- 6.03 Pay for a holiday shall be calculated on the basis of the average of the employee's daily earnings, exclusive of overtime, for the twenty (20) days he/she has worked immediately preceding the holiday.
- 6.04 Subject to any provision of the Canada Labour Code which may provide otherwise, where an employee is required to work on a holiday, and is entitled to be paid therefor, either of the following, as determined by the Employer, shall apply;
- a) Another day shall be substituted for the holiday with pay as calculated pursuant to this Article, or
  - b) He/she shall be paid the holiday pay to which he/she is entitled plus one and one-half (1 1/2) times the basic hourly rate for all hours worked.
- 6.04 A tour of duty beginning on the eve of a holiday and continuing into the holiday shall not be considered as work performed on the holiday. A tour of duty beginning on the holiday and continuing into the day

following shall be considered as work performed on the holiday.

## **APPENDIX A**

### **ARTICLE 7**

#### **OVERTIME**

- 7.01 It is recognized there are business and operating requirements which may necessitate overtime work being performed. The Employer, however, will not require employees to work an excessive amount of overtime.
- 7.02 Overtime work shall be compensated for all time worked in excess of eight (8) hours in any tour of duty and forty (40) hours in any week, at one and one-half (1 1/2) times the employee's basic hourly rate.
- 7.03 All overtime, in order to qualify for overtime compensation, must be authorized or approved in advance by the employee's immediate supervisor.

## **APPENDIX A**

### **ARTICLE 8**

#### **BREAK AND MEAL PERIODS**

- 8.01 The existing flexible arrangements whereby employees may take reasonable break periods at appropriate times will continue in effect. The arrangement will not be abused.
- 8.02 Employees who are assigned to work eight (8) or more continuous hours during a tour of duty, who work all or part of the meal periods referred to in Articles 43.02 and 43.03 of the agreement, shall be paid at the appropriate hourly rate for all time so worked.

## **APPENDIX A**

### **ARTICLE 9**

#### **GENERAL PROVISIONS**

- 9.01 Sick Leave - Where, due to a bona fide illness, a part-time or temporary employee is unable to work on a regularly scheduled tour of duty, the Employer will consider payment for that scheduled tour of duty, having regard for all circumstances which the Employer deems to be relevant.

9.02 Jury and Witness Duty - Where a part-time or temporary employee is called to serve on juries or to obey a Crown subpoena or who are called as a witness on behalf of the Company, shall receive their regular salaries in respect of any tour of duty where they would otherwise be scheduled for work, less the amount they receive in payment for such duty, provided the employee returns to work if he/she is released from jury or witness duty prior to the end of his/her scheduled tour of duty.



## APPENDIX B

As per Article 13.05 of the Current Collective Agreement (enclosed), we, the Communications, Energy & Paperworkers Union of Canada, CEP and CanWest Maritime Television, have mutually chosen you to act as an arbitrator to determine an outstanding grievance, number 98-xx-xx.

This grievance concerns (brief description of the subject matter, i.e. discharge, discipline, application of seniority provisions, overtime claims, etc.)

Should you be willing to determine this matter, would you please confirm your availability by writing to:

Barney Dobbin  
CEP  
Suite 132  
1657 Barrington Street  
Halifax, NS  
B3J 1H6

Barry Saunders  
Global Television  
14 Akerley Blvd.  
Dartmouth, NS  
B3B 1J3

**APPENDIX “C”****EXCERPT****FROM****CANADA LABOUR CODE****FOR INFORMATIONAL PURPOSES ONLY****REASSIGNMENT, MATERNITY LEAVE AND  
PARENTAL LEAVE****Maternity-related Reassignment and Leave****Reassignment and job modifications**

Sec. 204. (1) An employee who is pregnant or nursing may, during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth, request the employer to modify her job functions or reassign her to another job if by reason of the pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or to that of the fetus or child.

### **Medical certificate**

(2) An employee's request under subsection (1) must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.

(1993, c. 42, s. 26)

### **Employer's obligation**

Sec. 205. (1) An employer to whom a request has been made under subsection 204 (1) shall examine the request in consultation with the employee and, where reasonably practicable, shall modify the employee's job functions or reassign her.

### **Rights of employee**

(2) An employee who has made a request under subsection 204 (1) is entitled to continue in her current job while the employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to and shall be granted a leave of absence with pay at her regular rate of wages until the employer:

- a) modifies her job functions or reassigns her, or;
- b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

and that pay shall for all purposes be deemed to be wages.

### **Onus of proof**

(3) The onus is on the employer to show that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable.

### **Employee to be informed**

(4) Where the employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable the employer shall so inform the employee in writing.

### **Status of employee**

(5) An employee whose job functions are modified or who is reassigned shall be deemed to continue to hold the job that she held at the time of making the request under subsection 204 (1), and shall continue to receive the wages and benefits that are attached to that job.

### **Employee's right to leave**

(6) An employee referred to in subsection (4) is entitled to and shall be granted a leave of absence for the duration of the risk as indicated in the medical certificate.

(1993, c. 42, s. 26)

### **Entitlement to leave**

Sec. 205.1 An employee who is pregnant or nursing is entitled to and shall be granted a leave of absence during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth. If she provides the employer with a certificate of a qualified medical practitioner of her choice indicating that she is unable to work by reason of the pregnancy or nursing and indicating the duration of that inability.

(1993,c. 42, s. 26)

## **Maternity Leave**

### **Entitlement to leave**

Sec. 206. Every employee who:

- a) has completed six consecutive months of continuous employment with an employer, and;
- b) provides her employer with a certificate of a qualified medical practitioner certifying that she is pregnant.

is entitled to and shall be granted a leave of absence from employment of up to fifteen weeks, which leave may begin not earlier than eleven weeks prior to the estimated date of her confinement and end not later than fifteen weeks following the actual date of her confinement.

(1993, c. 42, s. 26)

## **Parental Leave**

### **Entitlement to leave**

Sec. 206.1 (1) Every employee who has completed six months of continuous employment with an employer is entitled to and shall be granted a leave of absence from employment as follows:

- a) subject to subsection (2), where an employee has or will have the actual care and custody of a new-born child, the employee is entitled to and shall be granted a leave of absence from employment of up to thirty-five weeks in the fifty-two week period beginning on the day on which the child is born or the day on which the child comes into the employee's care, and;
  
- b) subject to subsection (2), where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee is entitled to and shall be granted a leave of absence from employment of up to thirty-five weeks in the fifty-two week period beginning on the day on which the child comes into the employee's care.

## **Aggregate leave**

(2) The aggregate amount of leave of absence from employment that may be taken by two employees under this section in respect of the birth or adoption of any one child shall not exceed thirty-five weeks.

(1993, c. 42, s. 26)

## **General**

### **Notification to employer**

Sec. 207 (1) Every employee who intends to take a leave of absence from employment under section 206 or 206.1 shall (1993, c. 42, s 28 (1).)

- a) give at least four weeks notice in writing to the employer unless there is a valid reason why that notice cannot be given, and;
- b) inform the employer in writing of the length of leave intended to be taken.



## **Notice of change in length of leave**

(2) Every employee who intends to take or who is on a leave from employment under section 206 or 206.1 shall give at least four weeks notice in writing to the employer of any change in the length of leave intended to be taken, unless there is a valid reason why that notice cannot be given. (1993, c. 42, s. 28 (2).)

(R.S.C. 1985 (1st Supp.), c. 9, s. 10: 1993, c. 42, s. 28)