

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

B E T W E E N:

**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)

October 21, 2009

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**TO: SEE ATTACHED SERVICE LIST**

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

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"

Applicants

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(Updated as of October 9, 2009)

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**TAB A**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**IN THE MATTER OF the *Companies' Creditors  
Arrangement Act*, R.S.C. 1985, c.C-36 as amended**

**AND IN THE MATTER OF a Proposed Plan of  
Compromise or Arrangement of Canwest Global  
Communications Corp. and the other Applicants listed  
on Schedule "A"**

**APPLICANTS**

**NOTICE OF MOTION**

**(Returnable October 27, 2009)**

The Communications, Energy and Paperworkers Union of Canada (the "Union") will make a motion to a judge of the Commercial List at the courthouse at 330 University Avenue, Toronto, Ontario on October 27, 2009 at 10:00 a.m. or as soon thereafter as the motion can be heard.

**PROPOSED METHOD OF HEARING:** The motion is to be heard orally.

**THE MOTION IS FOR:**

1. If necessary, **AN ORDER** disposing for the need for service of the motion material.
2. **AN ORDER** lifting the stay of proceedings, as provided in the Initial Order, permitting the Union to proceed with its arbitration proceeding against Canwest Global (the "Company") concerning the termination of Vicki Anderson.

3. **AN ORDER** that the Applicants are directed to pay any debts incurred in respect of the services provided by Arbitrator Barry Levinson in connection with the grievance of Ms. Vicki Anderson.

**THE GROUNDS FOR THE MOTION ARE:**

4. On October 6, 2009 the Applicants obtained an Order, pursuant to the CCAA, staying all proceedings and claims against them (the "Initial Order"). The Applicants are insolvent.
5. Vicki Anderson was terminated by CHCH Television (the "Company") effective July 27, 2007. The Union filed a grievance on August 21, 2007 asserting that the Company did not have just cause to terminate the employment of Ms. Anderson. There have been eight (8) days of hearing before Arbitrator Levinson. All evidence has been called. One further date, November 3, 2009, has been scheduled for final argument.
6. The Union has contacted counsel to the Company requesting an agreement to permit the November 3, 2009 hearing date to proceed notwithstanding the stay of proceedings provided for in the Initial Order. To date, no agreement has been reached permitting the grievance of Ms. Anderson to proceed.
7. No prejudice to the Company, any of the Applicants or any stakeholder would result from lifting the stay of proceedings to permit the grievance of Ms. Anderson to proceed on November 3, 2009.
8. Mr. Anderson has been severely prejudiced by the Company's decision to unjustly terminate her employment.
9. Section 11 of the CCAA.



**THE FOLLOWING DOCUMENTARY EVIDENCE** will be read in support of this motion:

1. The Affidavit of David Lewington date October 21, 2009;
2. Such further and other material as counsel may advise and this Honourable Court permit.

October 21, 2009

**CaleyWray**

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and Paperworkers Union of Canada

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

**Applicant**

**Court File No. CV-09-8396-00CL**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**NOTICE OF MOTION**

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Lawyers for the Communications, Energy  
and Paperworkers Union of Canada

**TAB B**

Court File No. CV-09-8396-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**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"**

**APPLICANTS**

**AFFIDAVIT OF DAVID LEWINGTON  
(sworn October 21, 2009)**

I, David Lewington, of the Town of Whitby in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am the National Representative servicing two collective agreements with Global Ontario, a division of Can West MediaWorks Inc. ("Global"), and as such have knowledge of the matters set out in this Affidavit.
2. The Communications, Energy and Paperworkers Union of Canada ("CEP") is the bargaining agent and together its Local Unions namely Locals 721M, 722M and Local 1100 are subject to collective agreements with Global in Ontario.
3. The Collective Agreement between the CEP, Local 1100 and Global, which continues in effect, is attached as Exhibit 1 to this my Affidavit and relates to the CHCH Television Station in Hamilton Ontario. An Agreement dated July 28, 2009, attached as Exhibit 2 to this my Affidavit relates to the transfer of CHCH Television to Channel 11, Limited Partnership.

4. Under the Local 1100 Collective Agreement, the following matters are of concern to the employees:

(a) The grievances, attached to this my Affidavit as Exhibit 3, that remain outstanding are:

- (i) 1100-4-27-09 Bill Tugby – claim for vacation pay
- (ii) 1100-2009-7-30 Robin McKee – claim for bridging benefit
- (iii) 1100-2009-03 Policy Grievance relating to the termination of the Retirement Plan

(b) The defined benefit pension plan, Global Communications Limited Retirement Plan for CH Employees, with OSFI Reg. No. 55224 – the CEP would like to know the current status of the funding of this pension plan.

5. The Collective Agreement between CEP and Global, which continues in effect, is attached as Exhibit 4 to this my Affidavit and covers employees in Toronto and Ottawa.

6. Within the jurisdiction of Local 721M (Ottawa), there were sixteen (16) bargaining unit employees and the following matters are of concern to the employees:

(a) The grievances, attached to this my Affidavit as Exhibit 5, that remain outstanding are:

- (i) Grievance 721-2008-01P – benefits to employees.
- (ii) Grievances 721-2008-02P, 03P, 04P, 05P and 07P – non members doing bargaining unit work;

(b) The Retirement Income Program – Global Communications Limited Employee Pension Plan, OSFI Reg. No. 55861, an employer contributory plan – the CEP would like to know the current status of the funding of this program.

7. Within the jurisdiction of Local 722M (Toronto) there are ninety-five (95) bargaining unit employees and the following matters are of concern to the employees:

(a) On various dates, 19 employees were laid off and of these the following 9 employees remain on lay off with salary continuance depending upon seniority. On October 6, 2009 these employees were advised that they would no longer receive salary continuance, group benefits coverage or pension credits. Individual letters to those named below are attached to this my Affidavit as Exhibit 6:

- I Marion Graham – the sum of \$26,541.15 remains outstanding for salary continuance
- II Neil McArtney – the sum of \$20,783.42 remains outstanding for salary continuance
- III Doug McLellan – the sum of \$23,013.03 remains outstanding for salary continuance
- IV John Mitchell – the sum of \$17, 625.77 remains outstanding for salary continuance
- V Keithera Riley – the sum of \$18,718.46 remains outstanding for salary continuance
- VI Vince Robinet – the sum of \$23,013.03 remains outstanding for salary continuance
- VII Kim Robinson – the sum of \$7,948.36 remains outstanding for salary continuance
- VIII Brian Roth – the sum of \$10,160.78 remains outstanding for salary continuance
- XI Stewart Sadler – the sum of \$23,250.43 remains outstanding for salary continuance

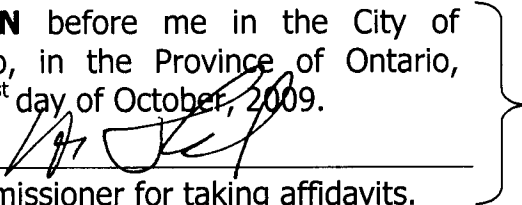
The other ten employees have received their full salary continuance and benefits and are not a concern.

- (b) Melanie Zettler is an employee on maternity leave until December 7, 2009, attached as Exhibit 7 to this my Affidavit is a letter dated November 24, 2008 and a further e-mail dated October 15, 2009 from Fiona Sterling of Global Toronto.
- (c) Marisa Zucaro is an employee who is laid off and who accepted recall rights which rights go to February 12, 2010 and she received an e-mail dated October 15, 2009 from Fiona Sterling of Global Toronto, attached as Exhibit 8 to this my Affidavit.
- (d) The following grievances, attached as Exhibit 9 to this my Affidavit, are in arbitration:
  - (i) Vicki Anderson – is a termination grievance of an employee who was terminated effective July 27, 2007 and there have been eight (8) days of hearing before an arbitrator relating to her grievance where all of the evidence has been called and there is one further date set for final argument on November 3, 2009. Attached as Exhibit 10 is a copy of a letter sent by CaleyWray relating to this grievance and the fact that the CEP and Ms. Anderson request that the arbitration hearing on November 3<sup>rd</sup> continue to be held.
  - (ii) Grievance 722-2008-01P – benefits to employees.
  - (iii) Grievance 722-2008-02 – four day suspension, Jon Castell
- (e) The Retirement Income Program – Global Communications Limited Employee Pension Plan, OSFI Reg. No. 55861, employer contributory plan – the CEP would like to know the current status of the funding of this program.

8. The consolidation of the bargaining units is before the Canada Industrial Relations Board and hearings are set for January 18 to 22, 2010. This matter has been before the Canada Industrial Relations Board for years and it is important for collective bargaining that the parties have final decision on the bargaining units configuration. The CEP requests that the matter be allowed to proceed on the hearing dates that are set. Attached at Exhibit 11 to this my affidavit, is a August 12, 2009 interim decision from the Canada Industrial Relations Board.

**SWORN** before me in the City of Toronto, in the Province of Ontario, this 21<sup>st</sup> day of October, 2009.

\_\_\_\_\_  
A Commissioner for taking affidavits.



\_\_\_\_\_  
David Lewington




# **EXHIBIT 1**

This is Exhibit 1 referred to in the  
affidavit of DAVID LEWINGTON  
sworn before me, this 21<sup>st</sup>  
OCTOBER 2009.

**COLLECTIVE AGREEMENT**

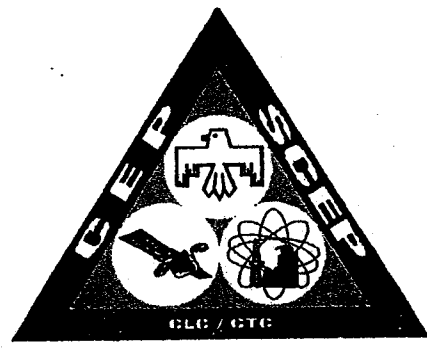
between

  
A COMMISSIONER FOR TAKING AFFIDAVITS

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

and

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



**April 1, 2005 to March 31, 2008**

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

Between

**CHCH Television, Hamilton,  
a division of Global Communications Limited**

hereinafter referred to as the "Company"

of the First Part

and

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

hereinafter referred to as the "Union"

of the Second Part



## **ARTICLE 1**

### **Intent**

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

## **ARTICLE 2**

### **Relationship**

The parties hereto mutually agree that any employee of the Company covered by this Agreement shall have absolute freedom of choice as to joining or not joining the Union. A member of the Union who is employed in a supervisory capacity shall not be held accountable to the Union for any action taken when carrying on such duties for the Company, but this shall not be construed to prevent the filing of a grievance by the Union or any employee by reason of any action taken by any supervisor in carrying on his/her duties for the Company.

The Company agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity on behalf of any labour organization.

The Union agrees that it will not discriminate against, coerce, restrain or influence any employee because of his/her non-membership or lack of activity in any labour organization.

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

### **ARTICLE 3**

#### **Definitions**

#### **3.1 Bargaining Unit**

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

Program Supervisor, Building Maintenance Person, Payroll and Benefits Administrator, Construction Carpenter, Talent, Freelancers, Casual Employees, Manager Human Resources, Special Projects Coordinator and Executive Assistant to Manager Technologies.

### **3.2.1 Employee**

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

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

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

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

### **3.3.1 Part-Time and Temporary Employees**

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

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

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

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

over outside applicants where such employee's qualifications, training, experience and education are relatively equal to the qualifications, training, experience and education of such outside applicants.

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

hours, whichever is applicable, and actual hours of work shall be used for calculation of length of service of part-time or temporary employees. For purposes of calculation of length of service, no part-time or temporary employee will be allowed to accumulate more than 35 or 40 hours per week, whichever is applicable.

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

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

## **2 Part-Time Employee Benefits**

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

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

during the preceding six (6) month period prior to February 1st and August 1st of each year.

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



the same percentage share basis, as may be the case for full-time employees.

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

**Students**

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

**Employee Provisions**

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

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

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

3.8 **Employee Responsibilities**

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

**ARTICLE 4**  
**Management Rights**

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

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

number of employees needed by the Company at any time, the right to use improved methods, the right to select and procure machinery and equipment and to design and engineer equipment, which may be incorporated in the Company's plant, and control over all operations, buildings, machinery and equipment is solely and exclusively the responsibility of the Company.

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

## **ARTICLE 5**

### **Union Rights**

#### **5.1 Union Membership and Dues Check-Off**

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

#### **5.2.1 Posting of Notices**

When an employee has been temporarily transferred, promoted, demoted, or reclassified, or when a transfer, promotion, demotion,

or reclassification is made permanent, such employee shall be notified in writing within five (5) days from the time the change is made.

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

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

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

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

**5.3 Union Access to Premises**

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

**5.4.1 Reports on Performance**

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

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

### **5.5.1 Leave of Absence**

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

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

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

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

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

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

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

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

## **ARTICLE 6**

### **Grievances**

#### **6.1.1 Grievance Procedure**

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

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

**6.1.3** Grievances shall be adjusted and settled as follows:

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

**Step 2:** The Union Grievance Committee, which shall consist of not more than three (3) employees named by the Union, shall meet with the General Manager or his/her designee. Should no settlement be

reached within seventy-two (72) hours (or such other time as may be mutually agreed upon), the next step of the grievance procedure may be taken at any time within seven (7) days thereafter. Any further extension may be agreed upon by mutual consent.

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

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

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

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



## **6.2 Management Grievances**

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

## **6.3 General Grievances**

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

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

### **6.4.1 Arbitration**

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

**6.4.2** The Board of Arbitration will be composed of one (1) person appointed by the Company, one (1) person appointed by the Union and a third person to act as Chairman, chosen by the other two

members of the Board, unless the parties mutually agree in writing to submit any such grievances to a single arbitrator.

A single arbitrator shall hear all discharge grievances.

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

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

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

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

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

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

## ARTICLE 7

### No Strikes - No Lockouts

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

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

## **ARTICLE 8**

### **Workweek**

#### **8.1.1 Hours and Scheduling of Work**

Except for employees defined in Article 8.1.2, the 40-hour workweek shall obtain and shall commence at 12:01 a.m., Monday. A regular workweek shall consist of five (5) regular workdays not exceeding a total of forty (40) hours. The workday shall consist of eight (8) consecutive hours inclusive of meal periods and inclusive of break periods. There shall be two (2) consecutive days off.

These two (2) consecutive days off may be in separate workweeks, i.e. Sunday and Monday. The Company shall endeavour to arrange its scheduling so as to allow each employee a minimum of one weekend, (i.e. Saturday and Sunday) off each month. However, this shall not become a subject for a grievance. The five (5) working days in any week need not necessarily be consecutive; they may be separated by the two (2) consecutive days off.

**8.1.2** The normal working hours for employees in Creative Services, Secretaries, Program Publicists, Program Assistants, Program Coordinators, Accounting Personnel and Traffic Department are from 9:00 a.m. to 5:00 p.m., Monday to Friday inclusive. Employees are permitted to take up to one hour for lunch between 12:00 noon and 2:00 p.m. All time worked in excess of eight (8) hours in any one day (inclusive of meal periods) shall be considered overtime and paid at the time and one-half ( $\frac{1}{2}$ ) or double time rate as stipulated in Article 8.2.

#### **8.2.1 Overtime**

Except for the employees as defined in Article 8.1.2, all time worked in excess of eight (8) hours in any one day shall be considered overtime and shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times the hourly rate of the employee up to and including the tenth (10) hour. All hours worked in excess of ten (10) hours in any one day shall be paid at the rate of two (2) times the hourly rate. No employee shall be repeatedly assigned excessive overtime.

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

### **8.3 Work on Scheduled Days Off**

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

### **8.4 Tour of Duty**

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

#### **8.5.1 Turnaround**

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

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

- (a) Encroachment on a swing-in-shift where employees are on a regular rotating shift pattern. Such encroachment normally occurs in conjunction with an employee's regular scheduled days off.
- (b) Where the encroachment is less than four (4) hours, the rate shall be one and one-half (1½) times the hourly rate of the employee.

- (c) Where the encroachment is four (4) hours or more, the rate shall be two (2) times the hourly rate of the employee. This rate shall apply until the minimum turnaround period has been reached.

#### **Encroachment Rate**

0 - 3 ½ hours	1½ x
4 - 12 hours	2 x

### **8.6 Scheduled Days Off**

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

#### **8.7.1 Posting of Schedules**

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

- 8.7.2** The Company will endeavour to post the work schedule for Mobile Production employees and for employees engaged in single or double hand-held camera production by 5:00 p.m. Tuesday, two (2)

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

### **8.8.1 Change of Schedule**

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

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

**8.8.3** Prior to going on vacation of three (3) days or more, an employee shall be notified directly of his/her daily work schedule of the week of his/her return to work. However, should this schedule change,

the Company must notify the employee directly of said change. A letter addressed and mailed or delivered to the employee's last known address, or a telephone message left for the employee at the telephone number provided by the employee, shall be deemed notice.

#### **8.9.1 Call Back**

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

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

#### **8.10 Night Differential**

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

#### **8.11 Leadership**

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

#### **8.12.1 On-Call - Transmitter and Maintenance Technicians**

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



- (a) Where the assignment is during non-working hours on a regularly scheduled workday, the employee so assigned will be entitled to claim a premium of \$12.00 for all such assigned time during each twenty-four (24) hour period.
- (b) Where the assignment is during non-working hours on a regularly scheduled day-off, the employee so assigned will be entitled to claim a premium of \$16.00 for each twenty-four (24) hours so assigned.

**8.12.2** An employee assigned to be "on-call" shall be provided with a pager or cell phone, at the Company's discretion, during the period of his/her "on-call" assignment.

**8.12.3** The payment of an "on-call" premium shall not affect any other premium to which an employee would have been entitled had there been no "on-call" premium.

**8.12.4** "On-call" premiums shall not be added to the employee's hourly rate.

### **8.13 Alarm Notification**

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

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

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

## **ARTICLE 9**

### **Meal and Rest Periods**

#### **9.1 Meal Periods**

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

#### **9.2 Rest Periods**

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

#### **9.3 Long Shift Meal Period**

After ten (10) consecutive hours, and after each additional four (4) hours in any tour of duty, the Company shall provide a reasonable meal period, with a minimum duration of one-half (½) hour, provided a reasonable meal period has not been assigned in the previous ten (10) hours. These shall be paid meal breaks.

#### **9.4.1 Meal Allowance**

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

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

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

## **9.5 Subsequent Meal Allowance**

An employee shall be entitled to a subsequent meal allowance for each four (4) hour period worked at and beyond the first fourteen (14) hours of a tour of duty. This subsequent meal allowance shall be paid at a rate of half ( $\frac{1}{2}$ ) the amount of the meal allowance described in 9.4.1.

## **ARTICLE 10 Safety**

### **10.1 General Safety**

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

### **10.2 Transmitter Safety**

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

## **ARTICLE 11**

### **Duties**

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

- (d) Film or stills as provided to the Company by advertising agencies or sponsors.
- (e) Maintenance of cueing and titling devices, whether mechanical or electrical, rented by the Company for specific programs.
- (f) Salesmen, Announcers or senior program personnel who may be required to use portable tape recorders in the execution of their normal job functions.
- (g) The processing of film material by outside firms.
- (h) The use of Transmitter Technicians to maintain remote transmitters more than two hundred (200) kilometers from the Main Station in Hamilton and the use of local technicians as transmitter monitors at any remote transmitter location. The above monitors would not be required to maintain any transmitter equipment. However, in an emergency, the monitoring person may re-set the transmitter when so directed.

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

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

However, it is understood that the practices as outlined in Articles 11.4.1 and 11.4.2 shall not be done to the extent of displacing employees in the bargaining unit, nor for the purpose of avoiding

payment of overtime, nor to avoid filling of an existing job vacancy.

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

- (a) In respect of News Gathering within the geographical area normally covered by the existing Hamilton, Toronto and Niagara area News Bureaus, the News Gathering duties shall continue to be performed by bargaining unit employees, provided however, as in the past, non-assigned and/or non-predicted events may be covered by a freelance person, where employees stationed in the particular bureau affected are not available. However, normally scheduled events may also be covered by a freelance person, when a bargaining unit employee is ill and where no other bargaining unit employee is available.
- (b) In respect of News Gathering outside the three (3) geographical areas set forth in Paragraph (a) hereof, where the Company assigns a News Gathering employee(s) to be resident in such a geographical area for News Gathering purposes, the Collective Agreement shall apply to that employee(s).
- (c) Where the Company assigns a News Gathering employee(s) pursuant to Paragraph (b) herein, News Gathering duties within the assigned geographical area shall not be performed by freelance persons except:
  - i) in the case of an overload situation, where the assigned person(s) is not capable of attending to all the News Gathering requirements within his/her regularly assigned shift; and/or
  - ii) during periods where the assigned person(s) is not scheduled to work.

- (d) For purposes of applying the Collective Agreement, the normal place of employment for employees who are assigned to a geographical area other than Hamilton, shall be the location within the geographical area designated by the Company.
- (e) Except as provided in this Article, the Company shall not be restricted in the utilization of freelance personnel for News Gathering.
- (f) No News Gathering bargaining unit employee shall be laid-off as a direct result of the utilization of freelance personnel, and the normally scheduled regular hours of work of such employees shall not be reduced as a result of the utilization of freelance personnel.

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

## **ARTICLE 12**

### **Seniority**

#### **12.1 Probation**

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

**12.2.1 Company Seniority**

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

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

**12.3.1 Functional Groups and Lay-Offs**

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

**Group A:**

All employees engaged in the job function of Television Assistant

**Group B:**

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

**Group C:**

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

**Group D.1:**

All employees engaged in the job function of VTR Operator

**Group D.2:**

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

**Group E.1:**

All employees engaged in the job function of Operating Supervisor



**Group E.2:**

All employees engaged in the job function of Remote Technical Director

**Group E.3:**

All employees engaged in the job function of Master Control Supervisor

**Group E.4:**

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

**Group E.5:**

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

**Group F.1:**

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

**Group F.2:**

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

**Group F.3:**

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

**Group F.4:**

All employees engaged in the job function of Maintenance Operating Supervisor

**Group G.1:**

All employees engaged in the job function of News Reporter

**Group G.2:**

All employees engaged in the job function of Videographer

**Group H:**

All employees engaged in the job function of Clerk Technician

**Group I.1:**

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

**Group I.2:**

All employees engaged in the job function of Microwave Operator

**Group J:**

All employees engaged in the job function of Electronic Graphic Artist

**Group K:**

All employees engaged in the job function of Writer/Producer

**Group L:**

All employees engaged in the job function of Copy Clerk

**Group M:**

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

**Group N:**

All employees engaged in the job function of Traffic Coordinator

**Group O.1:**

All employees engaged in the job function of Library Supervisor

**Group O.2:**

All employees engaged in the job function of News Librarian

**Group P:**

All employees engaged in the job function of Production Assistant

**Group Q:**

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

**Group R:**

All employees engaged in the job function of Shipper/Receiver

**Group S:**

All employees engaged in the job function of Field Producer

**Group T:**

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

**Group U:**

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

**Group V.1:**

All employees engaged in the job function of Accounting Clerk.

**Group V.2:**

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

**Group W:**

All employees engaged in the job function of Secretary

**Group X.1:**

All employees engaged in the job function of Program Assistant

**Group X.2:**

All employees engaged in the job function of Program Coordinator

**Group X.3:**

All employees engaged in the job function of Program Publicist

**Group Y:**

All employees engaged in the job function of Switchboard/Receptionist

**Group Z.1:**

All employees engaged in the job function of Operations Scheduler

**Group Z.2:**

All employees engaged in the job function of Assistant Operations Scheduler

**Group AA:**

All employees engaged in the job function of Lighting Director

**Group BB:**

All employees engaged in the job function of Assignment Editor

**Group CC:**

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

**Group DD:**

All employees engaged in the job function of News Producer

**Group EE:**

All employees engaged in the job function of News Writer

**Group FF:**

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

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

- i) Three (3) months or more continuous service in the seven (7) years immediately preceding the lay-off; or
  - ii) Six (6) months of accumulated service in the seven (7) years immediately preceding the lay-off, may apply his/her Company Seniority and bump to such other group on that basis. This provision shall not apply where an employee is not qualified in the functional group to which he/she wishes to revert, and who was notified in writing of his/her failure to qualify. Notwithstanding anything which may suggest otherwise, any employee in Groups F.1, F.2, F.3 or F.4, who have not been employed in that capacity for a period of one (1) year shall not automatically be deemed to be qualified to return to that function. An employee about to be laid-off from Functional Groups F.2, F.3 or F.4, will be entitled to revert down to Group F.1 and apply his/her Company Seniority in that Group.
- (a) For purposes of Articles 12.3.2 and 12.4.3, in determining continuous and accumulated service,
- i) only a completed shift of seven (7) or eight (8) hours, as the case may be, shall be counted,
  - ii) one (1) month shall be deemed to be twenty-one and two-thirds ( $21\frac{2}{3}$ ) working days,
  - iii) if service is interrupted by vacation, sick leave, leave of absence or lay-off, and the employee returns to the same functional group, service shall be deemed to be continuous. However, any period of interruption shall not be counted for the purposes of Article 12.3.2.
- (b) For the purposes of section 12.3.2, an employee who, as of December 31, 1987, has three (3) months or more of

continuous service in any one of the functional groups listed in section 12.3.2 will not be required to satisfy the requirement of having accumulated such continuous service in the seven (7) year period immediately preceding any lay-off from such group.

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

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

**12.4.1 Re-engagement of Laid-Off Employees**

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

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

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

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

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

**12.5.1 Loss of Seniority**

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

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

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

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

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

**12.6.1 Severance Pay**

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

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

- ii) In the case of all other lay-offs, the severance pay shall be based on two (2) weeks regular salary for each full year of continuous service to a maximum of fifty-two (52) weeks.

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

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

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

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

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

## **12.8 Temporary Promotion to Supervisor**

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



### **12.9.1 Job Vacancies**

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

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

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

### **12.10.1 Promotions and Permanent Transfers**

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

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

### **12.11 Trial Period**

An employee promoted or transferred to fill a vacancy in any job function shall be on a trial period in such job function for a period up to sixty (60) days. The Company may at any time during this

trial period return the employee to his/her former job function with no loss of seniority if the employee is unable to satisfactorily perform the duties of the new job. At the conclusion of a successful trial period, the employee shall be advised, in writing, that his/her promotion or transfer has been made permanent.

**12.12.1 Temporary Transfers  
Company Convenience**

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

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

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

- i) to replace a full-time employee on vacation,
- ii) to replace a full-time employee on leave of absence, including child care leave, or Long Term Disability,
- iii) to replace a full-time employee in the case of the first day of illness,

- iv) any work assignment related to peak load periods or special projects.

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

- 12.12.4** Each year by the end of January the Company shall publish a list of all jobs covered by the bargaining unit. Employees will be invited to express their interest in writing to their manager in temporarily transferring to any job other than their own.

**12.13.1 Employee Requested Transfer**

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

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

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

**12.14.1 Discharge Cases**

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

- 12.14.2** In the event of an employee who has attained seniority being discharged from employment and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- 12.14.3** A claim by an employee who has attained seniority that he/she has been unjustly discharged from his/her employment shall be treated as a grievance, if a written statement of such grievance is lodged with the General Manager or his/her designee within three (3) days after the employee ceases to work for the Company. All such cases shall be disposed of within ten (10) days of the date on which the employee was notified in writing of his/her discharge, except where a case is taken to arbitration.
- 12.14.4** Such special grievance may be settled by confirming the management's action in dismissing the employee, or by reinstating the employee in his/her former position with full compensation for the time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

### **ARTICLE 13**

#### **Vacation and Holidays**

- 13.1** Employees shall be entitled to an annual vacation with pay.
- 13.2** The Company recognizes nine (9) holidays:
- |                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |
| Civic Day      |                  |

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

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

**13.2.3** Creative Services (except Electronic Graphic Artists) and Traffic Department employees shall not suffer reduction in salary through the occurrence of the named holidays. Employees of those departments required to perform work on any of the named holidays will be paid at time and one-half (1½) rates for the time worked and shall receive a minimum of a full day's pay for the day, in addition to regular salary, where applicable.

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

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

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

- (d) If employed more than four (4) consecutive years on January 1st of any calendar year, three (3) weeks vacation with pay within that calendar year.
- (e) If employed more than ten (10) consecutive years on January 1st of any calendar year, four (4) weeks vacation with pay within that calendar year.
- (f) If employed more than twenty (20) consecutive years on January 1st of any calendar year, five (5) weeks vacation with pay within that calendar year.

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

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

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

- (d) If employed more than four (4) consecutive years on January 1st of any calendar year, three (3) weeks vacation with pay within that calendar year.
- (e) If employed more than ten (10) consecutive years on January 1st of any calendar year, four (4) weeks vacation with pay within that calendar year.
- (f) If employed more than twenty (20) consecutive years on January 1st of any calendar year, five (5) weeks vacation with pay within that calendar year.

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

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

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

- 13.5.4** If an employee does not work on Christmas Day the employee shall be on a day off with pay in addition to the employee's scheduled days off as per Article 8.1.1.
- 13.5.5** If an employee works Christmas Day and/or New Year's Day, the following shall apply:
- i) An additional day off with pay for each holiday worked at some other time convenient to both the employee and the Company.
  - ii) The applicable rates and penalties under the Collective Agreement for all hours worked.
  - iii) An additional one and one-half (1½) times the basic hourly rate of the employee for all hours worked.
- 13.5.6** Any tour of duty starting on Christmas Eve or New Year's Eve, but scheduled, based on an eight (8) hour tour of duty, such that four (4) or more hours falls on Christmas Day or New Year's Day, the tour of duty shall be treated as if the holiday was worked, and compensated as in Article 13.5.5.
- 13.6.1** The vacation year shall be from January 1 to December 31 excluding the weeks in which Christmas Day and New Year's Day occur. When the projected vacation is to begin and/or end during the period between May 31 and September 30, the following shall apply:

The Company will post a vacation planner on or before February 15 in each department. Employees shall submit their requests on the planner and on the prescribed form by March 15. Preference shall be given employees within their job classification on the basis of Company Seniority for the first three (3) weeks of vacation requested. Once every employee in their job classification has been granted a maximum of three (3) weeks vacation, employees, within their job classification, may make additional vacation requests, which will be granted on the basis of Company Seniority.



Confirmed vacation schedules shall be posted, and each employee shall be notified in writing, no later than April 15 of each year. Confirmation of vacation to be taken between May 31 and September 30 for which a request is submitted after the April 15 deadline shall be given to the employee, in writing, within ten (10) working days of application for such vacation.

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

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

- 13.6.3** Requests for any vacation by the day or by the week, or a request to begin any vacation on any day of the week, or a request for any vacation of more than three (3) consecutive weeks or a request for any vacation during the weeks in which Christmas Day and New Year's Day occur, may be granted at the discretion of the Company, and written confirmation to the employee of such request shall be prompt and not unduly withheld. An employee shall not request a vacation by the day where he/she has time-off in lieu of overtime to his/her credit as referred to in Article 13.8 of the Collective Agreement.

- 13.6.4** Where employees require long-term notice of vacation schedules to plan and confirm travel arrangements, the Company will endeavour to confirm the granting or denial of such vacation requests, in writing, within ten (10) working days following the application. However, if the vacation period requested is to be taken between May 31 and September 30, and is requested prior to April 1, the employee shall submit a request on the prescribed form for such vacation. The Company shall post such notice for a period of seven (7) working days. Should no senior employee request vacation for the same time period within the ten (10) working days

following the application, the Company may then confirm said vacation request. The impact of such approval shall not become subject of a grievance.

**13.7** All payment for unused vacation, and/or payment for unused vacation in lieu of statutory holidays as referred to in Article 13.3.1 (f), will be paid at the base rate at which the vacation was earned.

**13.8 (a)** Employees who perform overtime work may, where there is mutual agreement to do so between the employee and his/her Department Manager, elect to take time off with pay on the basis of one and one-half (1½) times the hourly rate in lieu of payment for overtime hours.

(b) The maximum accumulation allowable is forty (40) hours of actual time off in one calendar year.

(c) An employee shall accumulate on the basis of one and one-half (1½) hours of time off with pay for each hour of overtime worked. An employee may only elect to take time off with pay for overtime hours, which would be paid at the rate of time and one-half (1½) the regular straight time hourly rate.

(d) Time off with pay in lieu of overtime payment shall be scheduled to be taken at a time, or times, convenient to the employee and to the Company in periods of not less than eight (8) hours.

(e) In the event pursuant to (d) above, an employee has not scheduled all his/her accumulated time off within six (6) months following December 31st of any calendar year, the Company shall pay the employee for the hours accumulated to December 31st.

### **13.9 Vacation and Holidays**

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

**ARTICLE 14**  
**Classification and Wage Schedules**

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

**GROUP 1: Copy Clerk, Traffic Clerk-Typist**

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

**GROUP 2: Assistant News Librarian, Switchboard/Receptionist.**

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

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

<b>Group 3</b>	<b>04/01/05</b>	<b>04/01/06</b>	<b>04/01/07</b>
Start	\$387.37	\$397.05	\$405.99
6 months	\$417.17	\$427.59	\$437.21
1 year	\$468.54	\$480.25	\$491.06
2 years	\$613.42	\$628.75	\$642.90
3 years	\$638.08	\$654.03	\$668.75
4 years	\$646.30	\$662.45	\$677.36
5 years	\$667.88	\$684.57	\$699.97

**GROUP 4: Secretary and Program Assistant.**

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

**GROUP 5: Accounts Payable and Accounting Clerk.**

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

**GROUP 6: Television Assistant.**

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

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

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

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

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

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

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

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

<b>Group 10</b>	<b>04/01/05</b>	<b>04/01/06</b>	<b>04/01/07</b>
Start	\$554.85	\$568.72	\$581.52
1 year	\$657.60	\$674.04	\$689.21
2 years	\$753.16	\$771.99	\$789.36
3 years	\$853.85	\$875.20	\$894.89
4 years	\$950.44	\$974.20	\$996.12
5 years	\$1,043.94	\$1,070.04	\$1,094.11
6 years	\$1,054.22	\$1,080.57	\$1,104.88
7 years	\$1,074.77	\$1,101.63	\$1,126.42

**GROUP 11: Videographer.**

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

**GROUP 12: Operating Supervisor and Master Control Supervisor.**

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



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

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

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

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

**ARTICLE 15**  
**General Wage Provisions**

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

It is also clearly understood that when an employee establishes a pattern of failure to submit time sheets in a timely manner, and has

not responded to a written request to do so, that employee's vacation approval may be withheld until vacation records have been reconciled to time sheets.

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

**ARTICLE 16**  
**Traveling Expenses**

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

- 16.6** If an employee is assigned by the Company to work at more than one place in the same area on the same day, the Company shall furnish transportation or mileage at the rate of forty cents (40¢) per kilometer, effective on ratification, paid from the place of first employment and return.
- 16.7**
- (a) On overnight assignments, each employee shall be paid per diem for each meal to which he/she is entitled. They shall be paid at the minimum rates of \$13.00 for breakfast between the hours of 6:00 a.m. and 10:45 a.m.; \$16.00 for lunch, between the hours of 11:00 a.m. and 3:45 p.m.; \$28.00 for supper, between the hours of 4:00 p.m. and 10:00 p.m., provided a suitable meal is not provided. The per diem payment is payable in advance.
  - (b) Subsequent meals as prescribed in Article 9.5.
  - (c) The cost of the first five (5) minutes of a phone call home on the first day and every other day thereafter.
  - (d) Employees requiring overnight accommodation shall, where practicable, receive single occupancy first-class accommodation equivalent to AAA or CAA standards at the Company's expense.
  - (e) On out of country assignments per diems shall be paid in U.S. dollars.
- 16.7.1** Where the Company has made no prior arrangement to be billed directly for accommodation, the per diem will be increased by an amount equivalent to the cost of accommodations.
- 16.8** The Company agrees to maintain appropriate liability insurance on any Company vehicle which the Company requires an employee to drive. Said vehicles will be maintained in a safe operating condition. It is the responsibility of the employee to report immediately any operating deficiencies so that they may be remedied. Company vehicles are not to be used for personal use without prior Company approval. The Company is not obligated to

extend liability insurance to cover the unauthorized use of Company vehicles for personal use.

## **ARTICLE 17**

### **Traveling Time Credits**

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

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

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

**ARTICLE 18  
Sick Leave**

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

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

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

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

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

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

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

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

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

### **18.2.1 Early Retirement**

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

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

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

**OR**

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

**OR**

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

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

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



- (a) an employee earns leave at the rate of one and a half (1½) days per month effective after ninety (90) days of employment, from the date of hire; and
- (b) the leave days are reduced by the number of accumulated sick leave days taken.
- (c) The total accumulated leave days shall be then divided by three (3), to determine the number of leave days available, provided, however, that in no case shall the time available after dividing by three exceed 130 days.

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

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

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

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

**X 18.3.1 Pension Plan**

The Pension Plan presently in effect shall be continued during the term of this Agreement and is hereby incorporated by reference into this Agreement. The Company agrees it will make no amendments to the terms of the Pension Plan as it now stands

without consultation with the Pension Committee which consists of six (6) members, three (3) appointed by the Union and three (3) appointed by the Company. The Company agrees to provide to the Pension Committee all relevant records, actuarial and financial data, plan documents and other information requested by the Committee. Each party may make representation to the Committee with such consultants, as it deems necessary. Meetings will be arranged as deemed necessary by the Committee or at the request of either party.

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

**18.4.1 Insurance Coverage**

**Life Insurance**

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

- (e) Business Travel Accident Plan - \$50,000 accidental death benefit.

The Company agrees to pay 100% of the premium cost.

#### **18.4.2 Income Protection:**

- (a) Employees who have accumulated sick leave credits shall be paid full pay to a maximum accumulation of ninety (90) days. If sufficient sick leave credits have not been accumulated, the plan guarantees a minimum benefit of 66 $\frac{2}{3}$ % of insured earnings up to fifteen (15) weeks. The Company agrees to pay the costs of this plan.

- (b) **Long-Term Disability**

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

#### **18.4.3 Health Insurance**

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

- (d) **Dental Plan:** The Company pays 100% of the premium cost for 90% of the cost of Basic Dental Services listed in the Handbook and 50% of the cost of Major Services listed in the Handbook.
- (e) It is agreed that the Company will contribute 100% of the premium cost of all health and dental benefits for the benefit of an employee and his/her spouse where the employee has retired from the Company and is in receipt of Pension Benefits pursuant to the terms of the Company Pension Plan.
- (f) **Eye and Eyeglass Care Plan:** Pays \$150 for frames, lenses and contact lenses per two (2) calendar years for each employee and his/her dependents. Children, to age twenty-one (21), pays \$150 for frames, lenses and contact lenses per calendar year. Contact lenses, if prescribed for severe conditions, pays \$200 per two (2) calendar years. The Company agrees to pay 100% of the premium cost.
- (g) **Hearing Aid Plan:** Plan pays up to \$750 per person during a five (5) calendar year period, excluding the cost of batteries. The Company agrees to pay 100% of the premium cost.

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

## **ARTICLE 19**

### **Jury Duty**

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

## **ARTICLE 20**

### **Existing Benefits**

**20.1** The Company recognizes that all of its employees enjoy certain benefits and privileges not referred to herein and agrees not to alter

or change these practices in such manner as to discriminate against members of the bargaining unit.

**20.2 Effective on Date of Ratification:**

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

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

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

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

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

**ARTICLE 21**  
**Outside Employment**

- 21.1 The Company may require that an employee cease working at any outside employment where the employment is such as to interfere with the employee's efficient carrying on of his/her duties, or where the employment is such as to reflect in an unfavourable manner upon the Company.
- 21.2 An employee shall not engage in any outside work or activity where such work or activity is competitive with work or activity engaged in by the Company, except with the prior written approval of the General Manager or his/her designee. Such approval shall not be unreasonably withheld, but the decision of the General Manager or his/her designee shall be determinative of the issue.

**ARTICLE 22**  
**Air Credits**

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

**ARTICLE 23**  
**Time Limits**

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

**ARTICLE 24**  
**Technological Change**

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

**24.2** Sections 52, 54 and 55 of the Canada Labour Code do not apply to the Company and the Union or to any person or persons covered by the certification and/or the scope of this agreement.

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

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

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

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

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

- v) The name of each employee likely to be affected.

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

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

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

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

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

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



**ARTICLE 25**  
**Hand Tools**

**25.1** Where a Maintenance Technician employee's hand tools need to be replaced due to normal wear and tear, or where the Company determines a new hand tool is required in the performance of Company work, the Company shall replace or supply such tool as the case may be at no cost to the employee.

**ARTICLE 26**  
**Relocation**

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

**ARTICLE 27**  
**Duration**

**27.1** This Agreement shall become effective on April 1, 2005 and shall remain in full force and effect until the 31st day of March 2008 and from year to year thereafter unless notice of intention to terminate or amend this Agreement is given by either party not more than one hundred and twenty (120) days and not less than thirty (30) days before the termination of said Agreement.

**27.2** If such notice is given by either party all provisions of this agreement shall continue in effect until a new Agreement is reached, or until the requirements of the Canada Labour Code relating to strike and/or lock-out have been satisfied, whichever occurs first.

**Memorandum of Agreement - 1**  
**Short-term and Temporary Recall**

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

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

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

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

**Memorandum of Agreement - 2**  
**Workweek Averaging**

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

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

**LETTER OF UNDERSTANDING**  
**Voluntary Severance Option**

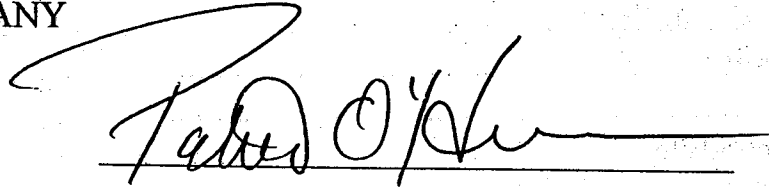
Where notice of lay-off, resulting from technological change and/or the transfer, contracting or assigning of work to other than bargaining unit employees has been given, voluntary severance option provisions set forth herein shall apply:

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

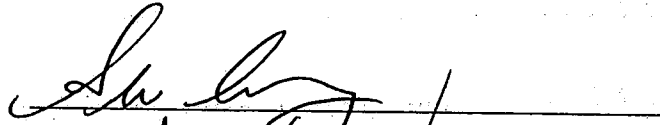
IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the date and year first above written.

FOR THE COMPANY

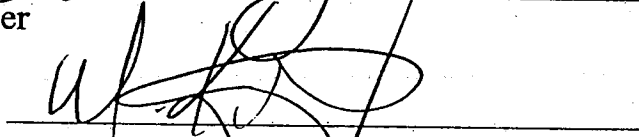
Patrick O'Hara,  
General Manager



Sue Galloway,  
Business Finance Manager



Mike Katrycz,  
News Director

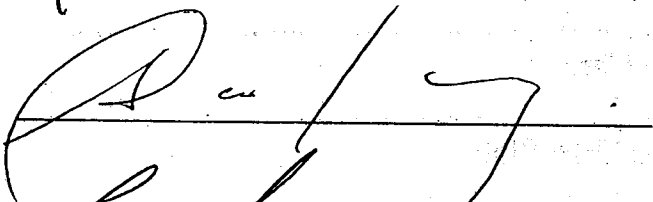


FOR THE UNION

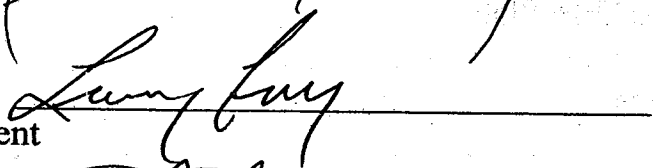
David Lewington  
National Representative



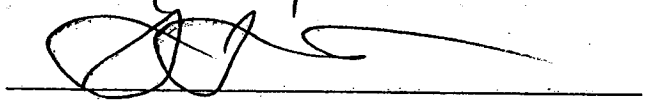
Tony Pooley,  
Local 1100, President



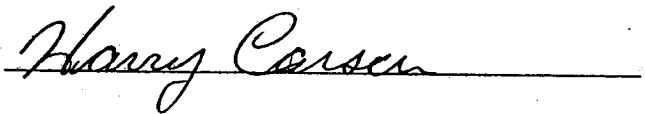
Larry Fay,  
Local 1100, Vice President



Steve Steen  
Local 1100, Steward



Harry Carson  
Local 1100, Steward



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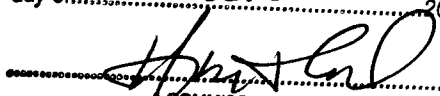
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# **EXHIBIT 2**

This is Exhibit.....2.....referred to in the  
affidavit of.....DAVID LEWINGTON.....  
sworn before me, this.....21<sup>st</sup>.....  
day of.....OCTOBER.....2009.....  
  
COMMISSIONER FOR TAKING AFFIDAVITS

**AGREEMENT BETWEEN:**

**CH Television Hamilton,  
A division of CanWest Television Limited Partnership**

**(the "Company")**

**And**

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

**(the "Union")**

98

**WHEREAS** the Company is (pursuant to an assignment effective January 1, 2009), the employer party to a collective agreement between CHCH Television Hamilton, a Division of Global Communications Limited and the Union with a commencement date of April 1, 2005 and an expiry date of March 31, 2008, but which collective agreement continues in operation ("Collective Agreement");

**AND WHEREAS** the Company is the licensee of and operates CHCH-TV Hamilton and has entered into an agreement dated June 26, 2009 to transfer the broadcasting license and assets of CHCH-TV Hamilton to 2190015 Ontario Inc. ("Channel Zero" or the "Purchaser") (the "Transaction");

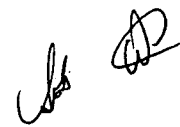
**AND WHEREAS** the above Transaction, subject to CRTC approval, is scheduled to close five (5) days after CRTC approval (the "Closing Date");

**AND WHEREAS** the intent of this Agreement is to provide terms and conditions satisfactory to the Purchaser in accordance with the June 26, 2009 agreement between the Company and the Purchaser.

**NOW THEREFORE** the Company and the Union agree as follows:

1. Conditional upon the Closing Date occurring on or before November 10, 2009, the parties agree to the following with respect to the Collective Agreement which shall continue in effect subject to the following amendments:
  - a) Immediately upon the closing of the Transaction (the "Closing Time") Article 27.1 of the collective agreement will be changed to reflect that the term of the revised agreement shall be from April 1, 2008 until one year after the Closing Date.
  - b) Immediately upon the Closing Time, the positions of Director, Talent, and Information Technology Coordinator shall be included in the bargaining unit. Further, the parties will include the memorandum on Anchor Contracts as part of the collective agreement.
  - c) Immediately upon the Closing Time, all references to the Defined Benefit Pension and pension benefits will be removed from the collective agreement. For further clarity, the articles to be removed or revised include but are not limited to:

Article 3.3.2 m) – delete the final sentence "By virtue of the Pensions Benefit Act an employee may qualify for enrollment in the pension plan, notwithstanding the fact he/she may qualify for insured employee benefits."



Article 3.7 – remove reference to Pension Plan

Article 18.2.1 – replace references to date of commencement of “pension benefits” with “retirement date”.

Article 18.3.1 – delete entire article

Article 18.3.2 – delete entire article

Article 18.4.3 e) – delete

- d) Immediately upon the Closing Time, all references to post retirement benefits will be removed from the collective agreement. For further clarity, the articles to be removed or revised include, but are not limited to:

Article 18.4.3 e) – delete

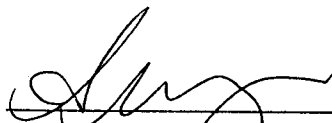
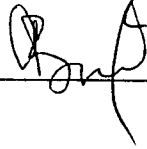
Article 20.2 – delete the last 4 paragraphs beginning with “Effective December 31, 2009 the Retiree Benefits...”

- e) Immediately upon the Closing Time, the preamble to Article 18.4 shall state “The Company shall provide for benefit plans which are substantially similar in the aggregate to those referred to in Articles 18.4.1 to 18.4.4 of the Collective Agreement”.
- f) For the avoidance of any doubt, the amendments in 1(b) to 1(e) shall not be retroactive and shall only be effective immediately upon the Closing Time.

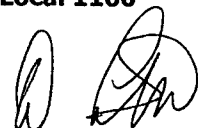
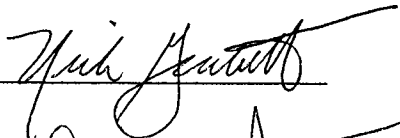
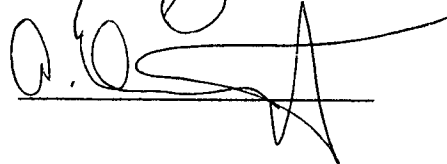
2. The elimination of post retirement benefits from the collective agreement does not affect the rights to those benefits of existing retirees as of the Closing Date. Those benefits are provided by the Company and are not under any circumstances the responsibility of the Purchaser.
3. Employees will have a maximum of thirty (30) days after the Closing Date to submit health benefit claims incurred prior to the Closing Date. Neither the Company nor the Purchaser will be responsible for claims that are not submitted within that time period.
4. If the Closing Date does not occur on or before November 10, 2009 this Agreement is void ab initio.
5. The Union will recommend ratification of this Agreement to the members of the bargaining unit in a ratification vote that will be concluded by July 31, 2009. Only members of Local 1100 will be eligible to participate in the ratification vote.
6. For the avoidance of any doubt, the Union agrees that the Purchaser shall not inherit as successor any obligations to continue the “Global Communications Limited Retirement Plan for CH Employees” or the post retirement benefits.
7. For the avoidance of any doubt, nothing in this Agreement is intended to remove any existing rights of employees or the Union to grieve under the Collective Agreement regarding pension or post retirement benefits that exist prior to the Closing Time.

This Agreement is signed this 28<sup>th</sup> day of July, 2009.

**Canwest Television Limited Partnership,  
By its General Partner,  
Canwest Television GP Inc.**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

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

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

# **EXHIBIT 3**

COPY



COMMUNICATIONS, ENERGY & PAPERWORKERS  
UNION OF CANADA  
Local 1100  
P.O. Box 33572  
Hamilton ON L8P 4X4

101

GRIEVANCE # 1100-4-27-09

WORKPLACE: CHCH-TV Hamilton

DEPARTMENT: MAINTENANCE

DATE OF OCCURANCE: APRIL 27, 2009

NATURE OF DISPUTE: CONTRARY TO ARTICLE 18.1.5.  
UPON RETIREMENT, THE COMPANY IS NOT PAYING  
OUTSTANDING VACATION PAY OF SEVEN WEEKS  
TO BILL TUGBY.

SETTLEMENT DESIRED:  
THE COMPANY PAY THE OUTSTANDING  
SEVEN WEEKS OF VACATION TO BILL TUGBY.

FILED BY:

W. Tugby  
(signature)

DATE: April 27, 2009

SETTLEMENT REACHED (include date and time):

This is Exhibit 3 referred to in the  
affidavit of DAVID LEWINGTON  
sworn before me, this 21<sup>st</sup>  
day of OCTOBER, 2009.  
[Signature]  
A COMMISSIONER FOR TAKING AFFIDAVITS





**COMMUNICATIONS, ENERGY & PAPERWORKERS  
UNION OF CANADA  
Local 1100**

P.O. Box 33572  
Hamilton ON L8P 4X4

102

GRIEVANCE # 1100-2009-7-30

WORKPLACE: CH Television

DEPARTMENT: News

DATE OF OCCURANCE: July 30, 2009

NATURE OF DISPUTE:

I Robin McKee grieve that my rights to retire under the terms of the Collective Agreement and the CH retiree's pension plan and to receive the full benefits to which I should be entitled have been severely compromised by Canwest-Global's actions to wind up the plan. Specifically I grieve that I have been denied bridging and other benefits by being forced to retire several months early.

Articles violated: 4, 18.2, 18.3, 20, and others

SETTLEMENT DESIRED:

I demand full redress.

FILED BY:

\_\_\_\_\_  
(signature)

DATE: \_\_\_\_\_

SETTLEMENT REACHED (include date and time):

\_\_\_\_\_  
For CEP Local 1100

\_\_\_\_\_  
For CHCH Management

**GRIEVANCE FORM**

103



**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA**

Grievance # \ No. #: **1100-2009-03 (policy)**  
Grievor's Name: **The Union**

Date: **July 20, 2009**  
Local: **1100**

**Nature of Grievance:**

The Union grieves that the intention of the Company to unilaterally terminate and/or wind up the retirement plan for CHCH employees is a violation of the Collective Agreement.

The Union further grieves that the Company's intention not to fully fund any shortfall in the retirement plan for CHCH employees on termination and/or wind up is a violation of the Collective Agreement.

**Settlement Desired:**

The Union demands full redress.

**Articles violated:** the C.A. including; 4, 18, 20

Signature of Grievor : \_\_\_\_\_

**IF WRITTEN RESPONSE IS NEEDED AT ANY STEP PLEASE ATTACH**

# **EXHIBIT 4**

**COLLECTIVE AGREEMENT**

**Between**

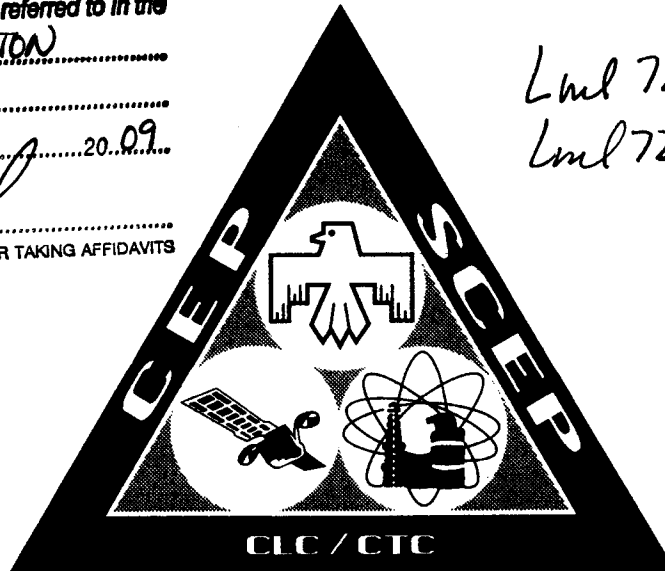
**GLOBAL COMMUNICATIONS LIMITED  
(GLOBAL TELEVISION NEWS)**

**-and-**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA**

This is Exhibit 4 referred to in the  
Affidavit of DAVID LEWINGTON  
sworn before me, this 21<sup>st</sup>  
day of OCTOBER 2009  
*[Signature]*  
A COMMISSIONER FOR TAKING AFFIDAVITS

*Level 721-m - Ottawa  
Level 722-m - Toronto*



**OCTOBER 1, 2003**

**To**

**SEPTEMBER 30, 2006**

**COLLECTIVE AGREEMENT**

**Between**

**GLOBAL COMMUNICATIONS LIMITED  
(GLOBAL TELEVISION NEWS)**

**-and-**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA**



**OCTOBER 1, 2003**

**To**

**SEPTEMBER 30, 2006**

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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



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

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.



**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.

**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.



## ARTICLE 3

115

### 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,

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, ~~dismiss~~, 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,



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.

**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



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;

- (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.

## **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.

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.



**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.



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

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.

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

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.



## 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

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.



**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.

## 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



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)

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.

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

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.

**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

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.

**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	100% for 2 weeks 75% for 13 weeks
1 year but less than 2 years	100% for 4 weeks 75% for 11 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 75% for 7 weeks
4 years but less than 5 years	100% for 10 weeks 75% for 5 weeks
5 years and over	100% for 15 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.

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



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.

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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)



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.

**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.

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.

**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

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	\$11.50	\$11.50
Lunch	15.00	15.50
Dinner	27.00	27.00
Subsequent	10.50	10.50

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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:



- (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.

- (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

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

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 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 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.

**ARTICLE 28**

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**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.

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

**GROUP A**

**GROUP B**

- Victoria Day
- Thanksgiving Day
- Christmas Day
- New Year's Day

- 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



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

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

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

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



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.

**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.

## 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".

~~outstanding vacation time must be taken before any "time-off-in-lieu" 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;

- (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

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



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.



**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 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

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.

**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.

(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.

**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

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).



**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 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



**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.



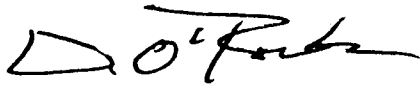
## ARTICLE 44

### 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 31st day of January, 2004.**

Global Television News



David O'Rourke  
Director News  
Administration & Finance

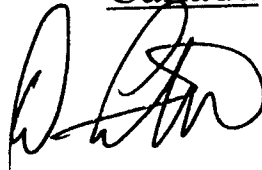


Sharon Murphy  
Production Manager



Carmen Harvey  
Supervising Director

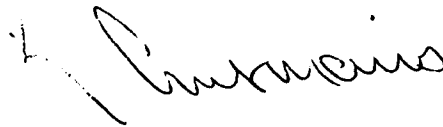
Communications, Energy  
and Paperworkers Union of  
Canada



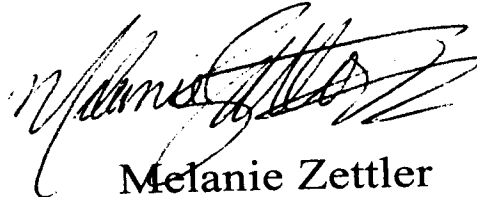
David W. Lewington  
National Representative



Seán O'Shea  
Local 722m President



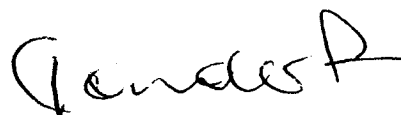
Konrad Cimermanis  
Local 721m President



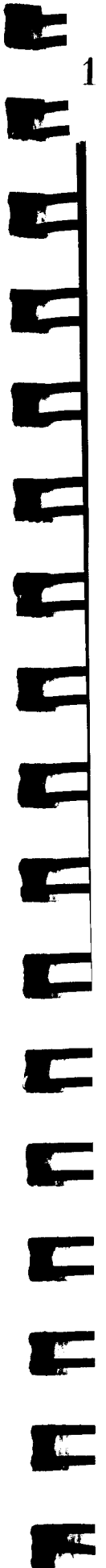
Melanie Zettler  
Local 722m Secretary



Mike O'Drowsky  
Local 722m Master Steward



Ingrid Anderson  
Local 722 Representative



## APPENDIX A

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**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



- 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**

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**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

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**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.

**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.

- (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.

- (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.



**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<br>(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





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.

**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.



## 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.

**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



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 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.



## Rights of employee

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(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.

#### 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.



## 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.

### 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.

"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

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

(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

(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.



## 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.

221

#### 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.



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.

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 (d) 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.

## 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.

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.

# **EXHIBIT 5**

GRIEVANCE FORM

226



COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

Grievance # \ No. #: 721-2008-01 P
Grievor's Name: The Union

Date: February 20, 2008
Local: 722M

Nature Of Grievance:

The Union grieves that the Company has violated the terms of the Collective Agreement by denying and discriminating against employees in the bargaining unit with regards to the provisions of benefits and time off with pay to employees in Ontario. Further the Company is estopped from improving the Medical and Group Insurance Plans without providing those same improvements to members of the bargaining unit.

Settlement Desired:

The Union demands full redress. The Union demands to be provided the same enhancements to benefit plans, time off with pay including Family Day, and other benefits which have been bestowed on non-union employees.

Articles violated: C.A. including; 1, 4, 22, 29, Canada Labour Code

Signature of Grievor: [Signature] Rob Kazemzadeh

Signature of Representative: [Signature] David Lewington 5 referred to in the affidavit of DAVID LEWINGTON

[Signature]

sworn before me, this 21st day of FEBRUARY 2008

[Signature] A COMMISSIONER FOR TAKING AFFIDAVITS

IF WRITTEN RESPONSE IS NEEDED AT ANY STEP PLEASE ATTACH

GRIEVANCE FORM

227



**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA**

Grievance # \ No. #: **722-2008-01 P**  
Grievor's Name: **The Union**

Date: **February 14, 2008**  
Local: **722M**

**Nature Of Grievance:**

The Union grieves that the Company has violated the terms of the Collective Agreement by denying and discriminating against employees in the bargaining unit with regards to the provisions of benefits and time off with pay to employees in Ontario. Further the Company is estopped from improving the Medical and Group Insurance Plans without offering through consultation with the Union those same improvements to members of the bargaining unit.

**Settlement Desired:**

The Union demands full redress. The Union demands to be consulted about enhancements to benefits, time off with pay including Family Day and other benefits which have been bestowed on non-union employees and denied to bargaining unit employees.

**Articles violated:** C.A. including; 1, 4, 22, 29, Canada Labour Code

Signature of Grievor: *Sean O'Shea* Sean O'Shea

Signature of Representative: <sup>SOS</sup> *per David Lewington* David Lewington

IF WRITTEN RESPONSE IS NEEDED AT ANY STEP PLEASE ATTACH



GRIEVANCE FORM



COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

Grievance # \ No.#: 721-2008-02 P  
Grievor's Name: The Union

Date: April 23, 2008  
Local: 721M

Nature of Grievance:

The Union grieves that the Company/Employer has violated the terms of the Collective Agreement by assigning bargaining unit work to persons outside the bargaining unit and outside the terms of the Collective Agreement. The Union specifically grieves that David Aikin has been used as a reporter in Ottawa.

Settlement Desired:

The Union demands full redress. The Union demands that the Company/Employer employ individuals in Ottawa as reporters in accordance with the terms of the Collective Agreement.

Articles violated: C.A. including; 1, 2, 3, 4, 5, 26, Canada Labour Code

Signature of Grievor : Barry Acton Barry Acton

Signature of Representative: David Lewington David Lewington

[Signature] April 24/08

IF WRITTEN RESPONSE IS NEEDED AT ANY STEP PLEASE ATTACH

GRIEVANCE FORM

229



COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

Grievance # \ No. #: Grievor's Name:

721-2008-03 P The Union

Date: May 21, 2008 Local: 721M

Nature of Grievance:

The Union grieves that the Company/Employer has violated the terms of the Collective Agreement by assigning bargaining unit work to persons outside the bargaining unit and outside the terms of the Collective Agreement. The Union specifically grieves that David Akin has been used as a reporter in Ottawa.

Settlement Desired:

The Union demands full redress. The Union demands that the Company/Employer employ individuals in Ottawa as reporters in accordance with the terms of the Collective Agreement.

Articles violated: C.A. including; 1, 2, 3, 4, 5, 26, Canada Labour Code

Signature of Grievor : Barry Acton

Signature of Representative: David Lewington

IF WRITTEN RESPONSE IS NEEDED AT ANY STEP PLEASE ATTACH

GRIEVANCE FORM



COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

Grievance # \ No.#: 721-2008-04 P
Grievor's Name: The Union

Date: May 22, 2008
Local: 721M

Nature of Grievance:

The Union grieves that the Company/Employer has violated the terms of the Collective Agreement by assigning bargaining unit work to persons outside the bargaining unit and outside the terms of the Collective Agreement. The Union specifically grieves that David Aikin has been used as a reporter in Ottawa.

Settlement Desired:

The Union demands full redress. The Union demands that the Company/Employer employ individuals in Ottawa as reporters in accordance with the terms of the Collective Agreement.

Articles violated: C.A. including; 1, 2, 3, 4, 5, 26, Canada Labour Code

Signature of Grievor: Barry Acton

Signature of Representative: David Lewington

IF WRITTEN RESPONSE IS NEEDED AT ANY STEP PLEASE ATTACH

GRIEVANCE FORM

231



COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

Grievance # \ No. #: 721-2008-05 P  
Grievor's Name: The Union

Date: August 18, 2008  
Local: 721M

Nature of Grievance:

The Union grieves that the Company/Employer has violated the terms of the Collective Agreement by assigning bargaining unit work to persons outside the bargaining unit and outside the terms of the Collective Agreement. The Union specifically grieves that David Aikin has been used as a reporter in Ottawa on July 31<sup>st</sup> 2008 and August 8<sup>th</sup>, 2008

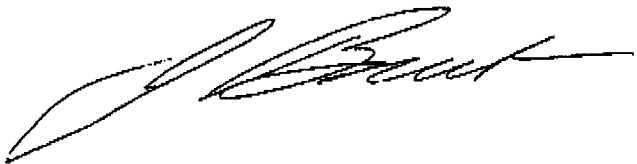
Settlement Desired:

The Union demands full redress. The Union demands that the Company/Employer employ individuals in Ottawa as reporters in accordance with the terms of the Collective Agreement.

Articles violated: C.A. including; 1, 2, 3, 4, 5, 26, Canada Labour Code

Signature of Grievor :  Barry Acton

Signature of Representative:  David Lewington



IF WRITTEN RESPONSE IS NEEDED AT ANY STEP PLEASE ATTACH

**GRIEVANCE FORM**



**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA**

Grievance # \ No. #: **721-2008-07 P**  
Grievor's Name: **The Union**

Date: **Nov 11, 2008**  
Local: **721M**

**Nature of Grievance:**

The Union grieves that the Company/Employer has violated the terms of the Collective Agreement by assigning bargaining unit work to persons outside the bargaining unit and outside the terms of the Collective Agreement. The Union specifically grieves that David Aikin has been used as a reporter in Ottawa on October 28, 2008.

**Settlement Desired:**

The Union demands full redress. The Union demands that the Company/Employer employ individuals in Ottawa as reporters in accordance with the terms of the Collective Agreement.

Articles violated; C.A. including; 1, 2, 3, 4, 5, 26, Canada Labour Code

Signature of Grievor:  **Rob Kazemzadeh**

Signature of Representative:  **David Lewington**

**IF WRITTEN RESPONSE IS NEEDED AT ANY STEP PLEASE ATTACH**

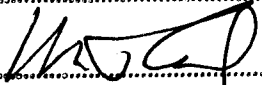
# **EXHIBIT 6**



January 20, 2009

PRIVATE & CONFIDENTIAL

Marion Graham  
24 Juniper Ave.  
Toronto, ON  
M4L 1S3

This is Exhibit.....6.....referred to in the  
affidavit of.....DAVID LENINGTON.....  
sworn before me, this.....21<sup>st</sup>.....  
day of.....OCTOBER.....2009.....  
  
A COMMISSIONER FOR TAKING AFFIDAVITS

Dear Marion:

As a result of changes to the News Department at Global Ontario, a division of Canwest Television Limited Partnership (the "Company"), it is with regret that we are today giving you this notice of lay-off.

This letter represents official lay-off notice as per Article 17 of the Collective Agreement.

Your last scheduled day of work will be February 13, 2009, which provides 3.8 weeks of working notice. You are therefore entitled to an additional 0.2 weeks of pay in lieu of notice (paid as a lump sum) which is equal to \$264.50.

In addition to this notice, the following shall also apply:

1. *If you do not elect to bump as outlined in #2, you may elect to terminate your employment and take severance pay.* Severance pay is based on three (3) weeks per year of completed service pro-rated to the nearest month, to a maximum of fifty-two (52) weeks. Based on your 29 years of service with the company, you are entitled to a gross severance payment of \$69,007.00 which is equal to 52 weeks. This severance will be paid in the form of salary continuance payable semi-monthly.
2. Employees who are laid-off may have the right to avail themselves of their seniority, subject to the provisions of Article 17 of the collective agreement.

If you choose to exercise your right to bump, you must do so no later than Tuesday, January 27, 2009.

3. Medical and group insurance benefits (excluding long term disability coverage) will continue for 26 weeks ending August 14, 2009 or until you find alternative employment where such benefits are available.
4. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

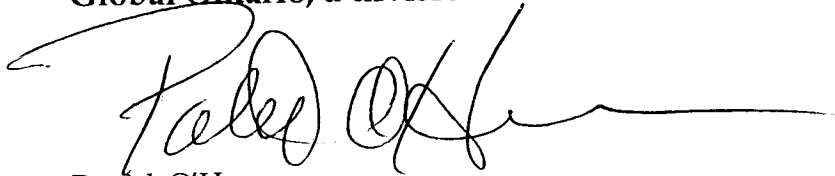
5. You will also be paid any unused vacation and banked time after your last scheduled day of work.
6. In the event circumstances change and we no longer require you to work the full notice period, you will continue to be paid for the remainder of the notice period. This will not affect your severance pay and benefit entitlements.
7. Although not required to do so, the Company will provide career transition services from KWA Partners. Please contact Janet Terry at 416-364-2605 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

Marion, I very much want to thank you for your contribution to the Global Ontario team and wish you the very best in the future.

If you have any questions, please feel free to have a discussion with me or Fiona Sterling, Director, Human Resources at (416) 446-5558.

Regards,

**Global Ontario, a division of Canwest Television Limited Partnership**



Patrick O'Hara  
Acting Vice President and General Manager

cc Sean O'Shea, President Local CEP  
David Lewington, CEP National Representative  
Human Resources





October 6th, 2009

Marion Graham  
24 Juniper Avenue  
Toronto, ON  
M4L 1S3

To Marion,

As a former employee of Global Toronto, a division of Canwest Television Limited Partnership, we wanted to share with you today some immediate and important news about Canwest.

On October 6<sup>th</sup>, 2009, Canwest has filed for and been granted creditor protection under the Companies' Creditors Arrangement Act ("CCAA"). We took this action to ensure the long-term viability and value of our operations. The Company has a significant amount of debt, which we have been unable to address in light of the unprecedented economic environment and difficult financial markets.

As a result of the filing, any further payments to you by the Company will stop effective October 6<sup>th</sup>, 2009. Your group benefits coverage will also stop effective 30 days from the date of the CCAA filing, November 5<sup>th</sup>, 2009 or on the date indicated in your severance agreement letter, whichever is sooner (the "Benefit Cessation Date"). As a result, all benefit claims incurred prior to the Benefit Cessation Date will continue to be processed and paid in accordance with the terms of the applicable plan but those benefit claims incurred after the Benefit Cessation Date will not be processed or paid. You should make your own arrangements for such replacement benefits coverage as you see fit. Should you wish to purchase individual insurance, without having to submit to a medical, you must contact Manulife within 60 days of discontinuance of your group benefits. Manulife can be contacted directly at 1-877-268-3763 or visit [www.coverme.com](http://www.coverme.com).

Please also note that a Group Life Insurance conversion option may exist that will allow you to obtain individual life insurance within 31 days from November 5<sup>th</sup>, 2009 on receipt of a written application together with the required premium deposit. This premium is based on the insurer's individual policy rates. To obtain further information on whether conversion is available to you, please contact Manulife at 1-800-268-6195.

We understand the significance of these changes for you, but the company has determined that these decisions are necessary at this time. You will be entitled to make a claim for any amounts owing to you in due course. A procedure for the

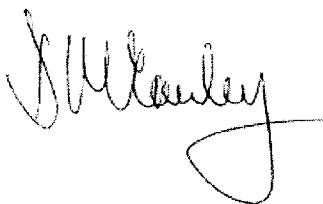
filing of claims will be approved by the Court at a future date in the proceedings. You will be personally notified of the claims procedure once it has been approved.

The status of the Canwest's various registered pension plans has not changed as a result of the CCAA filing. The initial CCAA Order allows the Company to continue to make contributions to the pension plans and the Company intends to make such payments. However, if your arrangements with the Company included earning pension credits for any part of the continuance period, these future pension accruals will cease effective immediately. You will receive a separate communication regarding your options in respect of your pension benefit.]

A Record of Employment which you would use when applying for Employment Insurance benefits will be mailed to you shortly.

We have also posted additional information on <http://cfcanada.fticonsulting.com/cmi>. For additional questions please contact your local Human Resource Representative or contact the monitor at 1-888-318-4018.

Sincerely,

A handwritten signature in black ink, appearing to read "David McCauley". The signature is written in a cursive style with a large, sweeping flourish at the end.

David McCauley  
SVP, Human Resources  
Canwest Broadcasting



November 12, 2008

**PRIVATE & CONFIDENTIAL**

Neil McArtney  
1125 Tall Pine Avenue  
Oshawa, ON  
L1K 2X9

Dear Neil:

As a result of changes to the News Department at Global Ontario, a division of Canwest Media Inc. (the "Company"), it is with regret that we are today giving you this notice of lay-off.

This letter represents official lay-off notice as per Article 17 of the Collective Agreement.

Your last scheduled day of work will be January 30, 2009.

In addition to this notice, the following shall also apply:

1. *If you do not elect to bump as outlined in #2, you may elect to terminate your employment and take severance pay.* Severance pay is based on three (3) weeks per year of completed service pro-rated to the nearest month, to a maximum of fifty-two (52) weeks. Based on your nineteen (19) years of service with the company, you are entitled to a gross severance payment of \$60,041.00, which is equal to fifty-two (52) weeks. This severance will be paid in the form of salary continuance payable semi-monthly.
2. Employees who are laid-off may have the right to avail themselves of their seniority, subject to the provisions of Article 17 of the collective agreement.

If you choose to exercise your right to bump, you must do so no later than Tuesday, November 26, 2008.

3. Medical and group insurance benefits (excluding long term disability coverage) will continue for six (6) months ending July 31, 2009 or until you find alternative employment where such benefits are available.
4. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.
5. You will also be paid any unused vacation and banked time after your last scheduled day of work.

6. In the event circumstances change and we no longer require you to work the full notice period, you will continue to be paid for the remainder of the notice period. This will not affect your severance pay and benefit entitlements.
7. Although not required to do so, the Company will provide career transition services from KWA Partners. Please contact Janet Terry at 416-364-2605 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

Neil, I very much want to thank you for your contribution to the Global Ontario team and wish you the very best in the future.

If you have any questions, please feel free to have a discussion with me or Fiona Sterling, Director, Human Resources at (416) 446-5558.

Regards,

**Global Ontario, a division of Canwest Media Inc.**



Ron Waksman  
News Director

cc Sean O'Shea, President Local CEP  
David Lewington, CEP National Representative  
Human Resources



October 6th, 2009

Neil McArtney  
1125 Tall Pine Aveune  
Oshawa, ON  
L1K 2X9

To Neil,

As a former employee of Global Toronto, a division of Canwest Television Limited Partnership, we wanted to share with you today some immediate and important news about Canwest.

On October 6<sup>th</sup>, 2009, Canwest has filed for and been granted creditor protection under the Companies' Creditors Arrangement Act ("CCAA"). We took this action to ensure the long-term viability and value of our operations. The Company has a significant amount of debt, which we have been unable to address in light of the unprecedented economic environment and difficult financial markets.

As a result of the filing, any further payments to you by the Company will stop effective October 6<sup>th</sup>, 2009. Your group benefits coverage will also stop effective 30 days from the date of the CCAA filing, November 5<sup>th</sup>, 2009 or on the date indicated in your severance agreement letter, whichever is sooner (the "Benefit Cessation Date"). As a result, all benefit claims incurred prior to the Benefit Cessation Date will continue to be processed and paid in accordance with the terms of the applicable plan but those benefit claims incurred after the Benefit Cessation Date will not be processed or paid. You should make your own arrangements for such replacement benefits coverage as you see fit. Should you wish to purchase individual insurance, without having to submit to a medical, you must contact Manulife within 60 days of discontinuance of your group benefits. Manulife can be contacted directly at 1-877-268-3763 or visit [www.coverme.com](http://www.coverme.com).

Please also note that a Group Life Insurance conversion option may exist that will allow you to obtain individual life insurance within 31 days from November 5<sup>th</sup>, 2009 on receipt of a written application together with the required premium deposit. This premium is based on the insurer's individual policy rates. To obtain further information on whether conversion is available to you, please contact Manulife at 1-800-268-6195.

We understand the significance of these changes for you, but the company has determined that these decisions are necessary at this time. You will be entitled to make a claim for any amounts owing to you in due course. A procedure for the

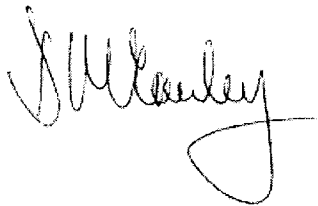
filing of claims will be approved by the Court at a future date in the proceedings. You will be personally notified of the claims procedure once it has been approved.

The status of the Canwest's various registered pension plans has not changed as a result of the CCAA filing. The initial CCAA Order allows the Company to continue to make contributions to the pension plans and the Company intends to make such payments. However, if your arrangements with the Company included earning pension credits for any part of the continuance period, these future pension accruals will cease effective immediately. You will receive a separate communication regarding your options in respect of your pension benefit.]

A Record of Employment which you would use when applying for Employment Insurance benefits will be mailed to you shortly.

We have also posted additional information on <http://cfcanada.fticonsulting.com/cmi>. For additional questions please contact your local Human Resource Representative or contact the monitor at 1-888-318-4018.

Sincerely,

A handwritten signature in black ink, appearing to read "David McCauley". The signature is fluid and cursive, with a large loop at the end of the last name.

David McCauley  
SVP, Human Resources  
Canwest Broadcasting

January 20, 2009

**PRIVATE & CONFIDENTIAL**

Doug McLellan  
87 Barker Avenue East  
East York, ON  
M1L 0B2

Dear Doug:

As a result of changes to the News Department at Global Ontario, a division of Canwest Television Limited Partnership (the "Company"), it is with regret that we are today giving you this notice of lay-off.

This letter represents official lay-off notice as per Article 17 of the Collective Agreement.

Your last scheduled day of work will be February 15, 2009, which provides 3.8 weeks of working notice. You are therefore entitled to an additional 0.2 weeks of pay in lieu of notice (paid as a lump sum) which is equal to \$230.13.

In addition to this notice, the following shall also apply:

1. ***If you do not elect to bump as outlined in #2, you may elect to terminate your employment and take severance pay.*** Severance pay is based on three (3) weeks per year of completed service pro-rated to the nearest month, to a maximum of fifty-two (52) weeks. Based on your 27.9 years of service with the company, you are entitled to a gross severance payment of \$59,833.88 which is equal to 52 weeks. This severance will be paid in the form of salary continuance payable semi-monthly.
2. Employees who are laid-off may have the right to avail themselves of their seniority, subject to the provisions of Article 17 of the collective agreement.

If you choose to exercise your right to bump, you must do so no later than Tuesday, January 27, 2009.

3. Medical and group insurance benefits (excluding long term disability coverage) will continue for 26 weeks ending August 16, 2009 or until you find alternative employment where such benefits are available.
4. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

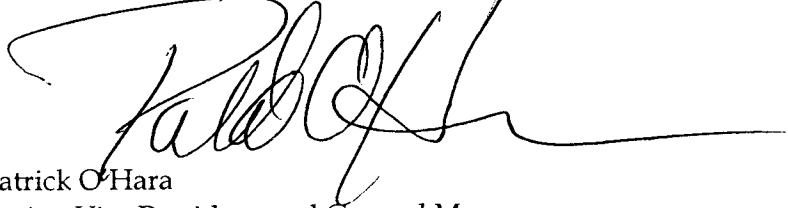
5. You will also be paid any unused vacation and banked time after your last scheduled day of work.
6. In the event circumstances change and we no longer require you to work the full notice period, you will continue to be paid for the remainder of the notice period. This will not affect your severance pay and benefit entitlements.
7. Although not required to do so, the Company will provide career transition services from KWA Partners. Please contact Janet Terry at 416-364-2605 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

Doug, I very much want to thank you for your contribution to the Global Ontario team and wish you the very best in the future.

If you have any questions, please feel free to have a discussion with me or Fiona Sterling, Director, Human Resources at (416) 446-5558.

Regards,

**Global Ontario, a division of Canwest Television Limited Partnership**



Patrick O'Hara  
Acting Vice President and General Manager

cc Sean O'Shea, President Local CEP  
David Lewington, CEP National Representative  
Human Resources



October 6th, 2009

Doug McLellan  
87 Barker Avenue  
East York, ON  
M4C 2N7

To Doug,

As a former employee of Global Toronto, a division of Canwest Television Limited Partnership, we wanted to share with you today some immediate and important news about Canwest.

On October 6<sup>th</sup>, 2009, Canwest has filed for and been granted creditor protection under the Companies' Creditors Arrangement Act ("CCAA"). We took this action to ensure the long-term viability and value of our operations. The Company has a significant amount of debt, which we have been unable to address in light of the unprecedented economic environment and difficult financial markets.

As a result of the filing, any further payments to you by the Company will stop effective October 6<sup>th</sup>, 2009. Your group benefits coverage will also stop effective 30 days from the date of the CCAA filing, November 5<sup>th</sup>, 2009 or on the date indicated in your severance agreement letter, whichever is sooner (the "Benefit Cessation Date"). As a result, all benefit claims incurred prior to the Benefit Cessation Date will continue to be processed and paid in accordance with the terms of the applicable plan but those benefit claims incurred after the Benefit Cessation Date will not be processed or paid. You should make your own arrangements for such replacement benefits coverage as you see fit. Should you wish to purchase individual insurance, without having to submit to a medical, you must contact Manulife within 60 days of discontinuance of your group benefits. Manulife can be contacted directly at 1-877-268-3763 or visit [www.coverme.com](http://www.coverme.com).

Please also note that a Group Life Insurance conversion option may exist that will allow you to obtain individual life insurance within 31 days from November 5<sup>th</sup>, 2009 on receipt of a written application together with the required premium deposit. This premium is based on the insurer's individual policy rates. To obtain further information on whether conversion is available to you, please contact Manulife at 1-800-268-6195.

We understand the significance of these changes for you, but the company has determined that these decisions are necessary at this time. You will be entitled to make a claim for any amounts owing to you in due course. A procedure for the

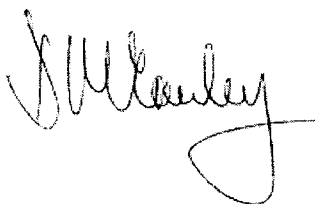
filing of claims will be approved by the Court at a future date in the proceedings. You will be personally notified of the claims procedure once it has been approved.

The status of the Canwest's various registered pension plans has not changed as a result of the CCAA filing. The initial CCAA Order allows the Company to continue to make contributions to the pension plans and the Company intends to make such payments. However, if your arrangements with the Company included earning pension credits for any part of the continuance period, these future pension accruals will cease effective immediately. You will receive a separate communication regarding your options in respect of your pension benefit.]

A Record of Employment which you would use when applying for Employment Insurance benefits will be mailed to you shortly.

We have also posted additional information on <http://cfcanada.fticonsulting.com/cmi>. For additional questions please contact your local Human Resource Representative or contact the monitor at 1-888-318-4018.

Sincerely,

A handwritten signature in black ink, appearing to read "David McCauley". The signature is fluid and cursive, with a large loop at the end of the last name.

David McCauley  
SVP, Human Resources  
Canwest Broadcasting

January 20, 2009

**PRIVATE & CONFIDENTIAL**

John Mitchell  
15 Ben Nevis Dr.  
Scarborough, ON  
M1H 1M8

Dear John:

As a result of changes to the News Department at Global Ontario, a division of Canwest Television Limited Partnership (the "Company"), it is with regret that we are today giving you this notice of lay-off.

This letter represents official lay-off notice as per Article 17 of the Collective Agreement.

Your last scheduled day of work will be February 15, 2009, which provides 3.8 weeks of working notice. You are therefore entitled to an additional 0.2 weeks of pay in lieu of notice (paid as a lump sum) which is equal to \$175.65.

In addition to this notice, the following shall also apply:

1. *If you do not elect to bump as outlined in #2, you may elect to terminate your employment and take severance pay.* Severance pay is based on three (3) weeks per year of completed service pro-rated to the nearest month, to a maximum of fifty-two (52) weeks. Based on your 20.1 years of service with the company, you are entitled to a gross severance payment of \$45,827.00 which is equal to 52 weeks. This severance will be paid in the form of salary continuance payable semi-monthly.
2. Employees who are laid-off may have the right to avail themselves of their seniority, subject to the provisions of Article 17 of the collective agreement.

If you choose to exercise your right to bump, you must do so no later than Tuesday, January 27, 2009.

3. Medical and group insurance benefits (excluding long term disability coverage) will continue for 26 weeks ending August 16, 2009 or until you find alternative employment where such benefits are available.
4. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

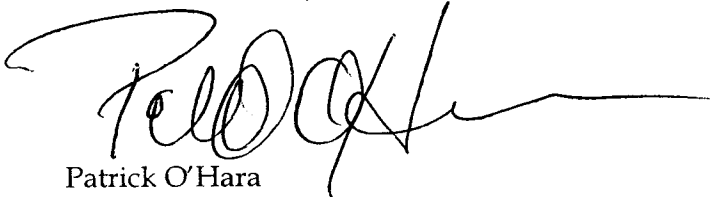
5. You will also be paid any unused vacation and banked time after your last scheduled day of work.
6. In the event circumstances change and we no longer require you to work the full notice period, you will continue to be paid for the remainder of the notice period. This will not affect your severance pay and benefit entitlements.
7. Although not required to do so, the Company will provide career transition services from KWA Partners. Please contact Janet Terry at 416-364-2605 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

John, I very much want to thank you for your contribution to the Global Ontario team and wish you the very best in the future.

If you have any questions, please feel free to have a discussion with me or Fiona Sterling, Director, Human Resources at (416) 446-5558.

Regards,

**Global Ontario, a division of Canwest Television Limited Partnership**



Patrick O'Hara  
Acting Vice President and General Manager

cc Sean O'Shea, President Local CEP  
David Lewington, CEP National Representative  
Human Resources



October 6th, 2009

John Mitchell  
15 Ben Nevis Drive  
Scarborough, ON  
M1H 1M8

To John,

As a former employee of Global Toronto, a division of Canwest Television Limited Partnership, we wanted to share with you today some immediate and important news about Canwest.

On October 6<sup>th</sup>, 2009, Canwest has filed for and been granted creditor protection under the Companies' Creditors Arrangement Act ("CCAA"). We took this action to ensure the long-term viability and value of our operations. The Company has a significant amount of debt, which we have been unable to address in light of the unprecedented economic environment and difficult financial markets.

As a result of the filing, any further payments to you by the Company will stop effective October 6<sup>th</sup>, 2009. Your group benefits coverage will also stop effective 30 days from the date of the CCAA filing, November 5<sup>th</sup>, 2009 or on the date indicated in your severance agreement letter, whichever is sooner (the "Benefit Cessation Date"). As a result, all benefit claims incurred prior to the Benefit Cessation Date will continue to be processed and paid in accordance with the terms of the applicable plan but those benefit claims incurred after the Benefit Cessation Date will not be processed or paid. You should make your own arrangements for such replacement benefits coverage as you see fit. Should you wish to purchase individual insurance, without having to submit to a medical, you must contact Manulife within 60 days of discontinuance of your group benefits. Manulife can be contacted directly at 1-877-268-3763 or visit [www.coverme.com](http://www.coverme.com).

Please also note that a Group Life Insurance conversion option may exist that will allow you to obtain individual life insurance within 31 days from November 5<sup>th</sup>, 2009 on receipt of a written application together with the required premium deposit. This premium is based on the insurer's individual policy rates. To obtain further information on whether conversion is available to you, please contact Manulife at 1-800-268-6195.

We understand the significance of these changes for you, but the company has determined that these decisions are necessary at this time. You will be entitled to make a claim for any amounts owing to you in due course. A procedure for the

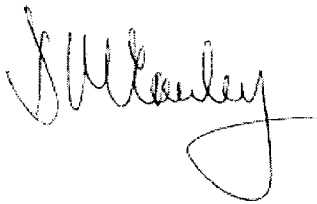
filing of claims will be approved by the Court at a future date in the proceedings. You will be personally notified of the claims procedure once it has been approved.

The status of the Canwest's various registered pension plans has not changed as a result of the CCAA filing. The initial CCAA Order allows the Company to continue to make contributions to the pension plans and the Company intends to make such payments. However, if your arrangements with the Company included earning pension credits for any part of the continuance period, these future pension accruals will cease effective immediately. You will receive a separate communication regarding your options in respect of your pension benefit.]

A Record of Employment which you would use when applying for Employment Insurance benefits will be mailed to you shortly.

We have also posted additional information on <http://cfcanada.fticonsulting.com/cmi>. For additional questions please contact your local Human Resource Representative or contact the monitor at 1-888-318-4018.

Sincerely,

A handwritten signature in black ink, appearing to read "David McCauley". The signature is written in a cursive style with a large, sweeping flourish at the end.

David McCauley  
SVP, Human Resources  
Canwest Broadcasting

January 20, 2009

**PRIVATE & CONFIDENTIAL**

Keithera Riley  
5-46A Foxdon Rd.  
North York, ON  
M3C 2A9

Dear Keithera:

As a result of changes to the News Department at Global Ontario, a division of Canwest Television Limited Partnership (the "Company"), it is with regret that we are today giving you this notice of lay-off.

This letter represents official lay-off notice as per Article 17 of the Collective Agreement.

Your last scheduled day of work will be February 13, 2009, which provides 3.8 weeks of working notice. You are therefore entitled to an additional 0.2 weeks of pay in lieu of notice (paid as a lump sum) which is equal to \$186.54.

In addition to this notice, the following shall also apply:

1. ***If you do not elect to bump as outlined in #2, you may elect to terminate your employment and take severance pay.*** Severance pay is based on three (3) weeks per year of completed service pro-rated to the nearest month, to a maximum of fifty-two (52) weeks. Based on your 17.9 years of service with the company, you are entitled to a gross severance payment of \$48,668.00 which is equal to 52 weeks. This severance will be paid in the form of salary continuance payable semi-monthly.
2. Employees who are laid-off may have the right to avail themselves of their seniority, subject to the provisions of Article 17 of the collective agreement.

If you choose to exercise your right to bump, you must do so no later than Tuesday, January 27, 2009.

3. Medical and group insurance benefits (excluding long term disability coverage) will continue for 26 weeks ending August 14, 2009 or until you find alternative employment where such benefits are available.
4. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

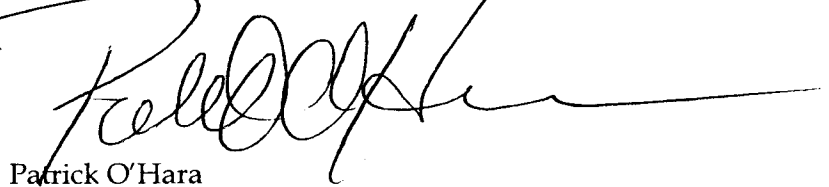
5. You will also be paid any unused vacation and banked time after your last scheduled day of work.
6. In the event circumstances change and we no longer require you to work the full notice period, you will continue to be paid for the remainder of the notice period. This will not affect your severance pay and benefit entitlements.
7. Although not required to do so, the Company will provide career transition services from KWA Partners. Please contact Janet Terry at 416-364-2605 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

Keithera, I very much want to thank you for your contribution to the Global Ontario team and wish you the very best in the future.

If you have any questions, please feel free to have a discussion with me or Fiona Sterling, Director, Human Resources at (416) 446-5558.

Regards,

**Global Ontario, a division of Canwest Television Limited Partnership**



Patrick O'Hara  
Acting Vice President and General Manager

cc Sean O'Shea, President Local CEP  
David Lewington, CEP National Representative  
Human Resources





October 6th, 2009

Keithera Riley  
5-46A Foxden Road  
North York, ON  
M3C 2A9

To Keithera,

As a former employee of Global Toronto, a division of Canwest Television Limited Partnership, we wanted to share with you today some immediate and important news about Canwest.

On October 6<sup>th</sup>, 2009, Canwest has filed for and been granted creditor protection under the Companies' Creditors Arrangement Act ("CCAA"). We took this action to ensure the long-term viability and value of our operations. The Company has a significant amount of debt, which we have been unable to address in light of the unprecedented economic environment and difficult financial markets.

As a result of the filing, any further payments to you by the Company will stop effective October 6<sup>th</sup>, 2009. Your group benefits coverage will also stop effective 30 days from the date of the CCAA filing, November 5<sup>th</sup>, 2009 or on the date indicated in your severance agreement letter, whichever is sooner (the "Benefit Cessation Date"). As a result, all benefit claims incurred prior to the Benefit Cessation Date will continue to be processed and paid in accordance with the terms of the applicable plan but those benefit claims incurred after the Benefit Cessation Date will not be processed or paid. You should make your own arrangements for such replacement benefits coverage as you see fit. Should you wish to purchase individual insurance, without having to submit to a medical, you must contact Manulife within 60 days of discontinuance of your group benefits. Manulife can be contacted directly at 1-877-268-3763 or visit [www.coverme.com](http://www.coverme.com).

Please also note that a Group Life Insurance conversion option may exist that will allow you to obtain individual life insurance within 31 days from November 5<sup>th</sup>, 2009 on receipt of a written application together with the required premium deposit. This premium is based on the insurer's individual policy rates. To obtain further information on whether conversion is available to you, please contact Manulife at 1-800-268-6195.

We understand the significance of these changes for you, but the company has determined that these decisions are necessary at this time. You will be entitled to make a claim for any amounts owing to you in due course. A procedure for the

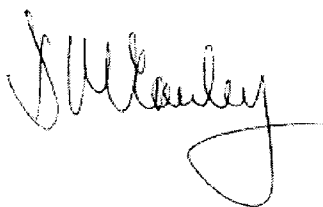
filing of claims will be approved by the Court at a future date in the proceedings. You will be personally notified of the claims procedure once it has been approved.

The status of the Canwest's various registered pension plans has not changed as a result of the CCAA filing. The initial CCAA Order allows the Company to continue to make contributions to the pension plans and the Company intends to make such payments. However, if your arrangements with the Company included earning pension credits for any part of the continuance period, these future pension accruals will cease effective immediately. You will receive a separate communication regarding your options in respect of your pension benefit.]

A Record of Employment which you would use when applying for Employment Insurance benefits will be mailed to you shortly.

We have also posted additional information on <http://cfcanada.fticonsulting.com/cmi>. For additional questions please contact your local Human Resource Representative or contact the monitor at 1-888-318-4018.

Sincerely,

A handwritten signature in black ink, appearing to read "David McCauley". The signature is fluid and cursive, with a large loop at the end of the last name.

David McCauley  
SVP, Human Resources  
Canwest Broadcasting



January 20, 2009

**PRIVATE & CONFIDENTIAL**

Vince Robinet  
12 Castlegrove Blvd.  
Unit # 125  
Toronto, ON  
M3A 1K8

Dear Vince:

As a result of changes to the News Department at Global Ontario, a division of Canwest Television Limited Partnership (the "Company"), it is with regret that we are today giving you this notice of lay-off.

This letter represents official lay-off notice as per Article 17 of the Collective Agreement.

Your last scheduled day of work will be February 13, 2009, which provides 3.8 weeks of working notice. You are therefore entitled to an additional 0.2 weeks of pay in lieu of notice (paid as a lump sum) which is equal to \$230.13.

In addition to this notice, the following shall also apply:

1. *If you do not elect to bump as outlined in #2, you may elect to terminate your employment and take severance pay.* Severance pay is based on three (3) weeks per year of completed service pro-rated to the nearest month, to a maximum of fifty-two (52) weeks. Based on your 29.4 years of service with the company, you are entitled to a gross severance payment of \$59,833.88 which is equal to 52 weeks. This severance will be paid in the form of salary continuance payable semi-monthly.
2. Employees who are laid-off may have the right to avail themselves of their seniority, subject to the provisions of Article 17 of the collective agreement.

If you choose to exercise your right to bump, you must do so no later than Tuesday, January 27, 2009.

3. Medical and group insurance benefits (excluding long term disability coverage) will continue for 26 weeks ending August 14, 2009 or until you find alternative employment where such benefits are available.
4. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

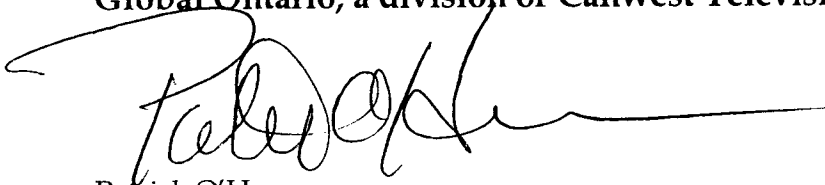
5. You will also be paid any unused vacation and banked time after your last scheduled day of work.
6. In the event circumstances change and we no longer require you to work the full notice period, you will continue to be paid for the remainder of the notice period. This will not affect your severance pay and benefit entitlements.
7. Although not required to do so, the Company will provide career transition services from KWA Partners. Please contact Janet Terry at 416-364-2605 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

Vince, I very much want to thank you for your contribution to the Global Ontario team and wish you the very best in the future.

If you have any questions, please feel free to have a discussion with me or Fiona Sterling, Director, Human Resources at (416) 446-5558.

Regards,

**Global Ontario, a division of Canwest Television Limited Partnership**



Patrick O'Hara  
Acting Vice President and General Manager

cc Sean O'Shea, President Local CEP  
David Lewington, CEP National Representative  
Human Resources



October 6th, 2009

Vincent Robinet  
410 Lesperance Road  
Tecumseh, ON  
N8N 1W4

To Vince,

As a former employee of Global Toronto, a division of Canwest Television Limited Partnership, we wanted to share with you today some immediate and important news about Canwest.

On October 6<sup>th</sup>, 2009, Canwest has filed for and been granted creditor protection under the Companies' Creditors Arrangement Act ("CCAA"). We took this action to ensure the long-term viability and value of our operations. The Company has a significant amount of debt, which we have been unable to address in light of the unprecedented economic environment and difficult financial markets.

As a result of the filing, any further payments to you by the Company will stop effective October 6<sup>th</sup>, 2009. Your group benefits coverage will also stop effective 30 days from the date of the CCAA filing, November 5<sup>th</sup>, 2009 or on the date indicated in your severance agreement letter, whichever is sooner (the "Benefit Cessation Date"). As a result, all benefit claims incurred prior to the Benefit Cessation Date will continue to be processed and paid in accordance with the terms of the applicable plan but those benefit claims incurred after the Benefit Cessation Date will not be processed or paid. You should make your own arrangements for such replacement benefits coverage as you see fit. Should you wish to purchase individual insurance, without having to submit to a medical, you must contact Manulife within 60 days of discontinuance of your group benefits. Manulife can be contacted directly at 1-877-268-3763 or visit [www.coverme.com](http://www.coverme.com).

Please also note that a Group Life Insurance conversion option may exist that will allow you to obtain individual life insurance within 31 days from November 5<sup>th</sup>, 2009 on receipt of a written application together with the required premium deposit. This premium is based on the insurer's individual policy rates. To obtain further information on whether conversion is available to you, please contact Manulife at 1-800-268-6195.

We understand the significance of these changes for you, but the company has determined that these decisions are necessary at this time. You will be entitled to make a claim for any amounts owing to you in due course. A procedure for the



October 6th, 2009

Vincent Robinet  
410 Lesperance Road  
Tecumseh, ON  
N8N 1W4

To Vince,

As a former employee of Global Toronto, a division of Canwest Television Limited Partnership, we wanted to share with you today some immediate and important news about Canwest.

On October 6<sup>th</sup>, 2009, Canwest has filed for and been granted creditor protection under the Companies' Creditors Arrangement Act ("CCAA"). We took this action to ensure the long-term viability and value of our operations. The Company has a significant amount of debt, which we have been unable to address in light of the unprecedented economic environment and difficult financial markets.

As a result of the filing, any further payments to you by the Company will stop effective October 6<sup>th</sup>, 2009. Your group benefits coverage will also stop effective 30 days from the date of the CCAA filing, November 5<sup>th</sup>, 2009 or on the date indicated in your severance agreement letter, whichever is sooner (the "Benefit Cessation Date"). As a result, all benefit claims incurred prior to the Benefit Cessation Date will continue to be processed and paid in accordance with the terms of the applicable plan but those benefit claims incurred after the Benefit Cessation Date will not be processed or paid. You should make your own arrangements for such replacement benefits coverage as you see fit. Should you wish to purchase individual insurance, without having to submit to a medical, you must contact Manulife within 60 days of discontinuance of your group benefits. Manulife can be contacted directly at 1-877-268-3763 or visit [www.coverme.com](http://www.coverme.com).

Please also note that a Group Life Insurance conversion option may exist that will allow you to obtain individual life insurance within 31 days from November 5<sup>th</sup>, 2009 on receipt of a written application together with the required premium deposit. This premium is based on the insurer's individual policy rates. To obtain further information on whether conversion is available to you, please contact Manulife at 1-800-268-6195.

We understand the significance of these changes for you, but the company has determined that these decisions are necessary at this time. You will be entitled to make a claim for any amounts owing to you in due course. A procedure for the

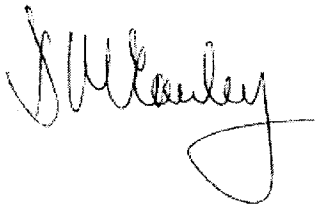
filing of claims will be approved by the Court at a future date in the proceedings. You will be personally notified of the claims procedure once it has been approved.

The status of the Canwest's various registered pension plans has not changed as a result of the CCAA filing. The initial CCAA Order allows the Company to continue to make contributions to the pension plans and the Company intends to make such payments. However, if your arrangements with the Company included earning pension credits for any part of the continuance period, these future pension accruals will cease effective immediately. You will receive a separate communication regarding your options in respect of your pension benefit.]

A Record of Employment which you would use when applying for Employment Insurance benefits will be mailed to you shortly.

We have also posted additional information on <http://cfcanada.fticonsulting.com/cmi>. For additional questions please contact your local Human Resource Representative or contact the monitor at 1-888-318-4018.

Sincerely,

A handwritten signature in black ink, appearing to read "David McCauley". The signature is fluid and cursive, with a large loop at the end of the last name.

David McCauley  
SVP, Human Resources  
Canwest Broadcasting

January 20, 2009

**PRIVATE & CONFIDENTIAL**

Kim Robinson  
3434 Hannibal Rd.  
Burlington, ON  
L7M 2A1

Dear Kim:

As a result of changes to the News Department at Global Ontario, a division of Canwest Television Limited Partnership (the "Company"), it is with regret that we are today giving you this notice of lay-off.

This letter represents official lay-off notice as per Article 17 of the Collective Agreement.

Your last scheduled day of work will be January 30, 2009, which provides 1.8 weeks of working notice. You are therefore entitled to an additional 2.2 weeks of pay in lieu of notice (paid as a lump sum) which is equal to \$1,778.17.

In addition to this notice, the following shall also apply:

1. *If you do not elect to bump as outlined in #2, you may elect to terminate your employment and take severance pay.* Severance pay is based on three (3) weeks per year of completed service pro-rated to the nearest month, to a maximum of fifty-two (52) weeks. Based on your 14.6 years of service with the company, you are entitled to a gross severance payment of \$35,524.33 which is equal to 43.8 weeks. This severance will be paid in the form of salary continuance payable semi-monthly.
2. Employees who are laid-off may have the right to avail themselves of their seniority, subject to the provisions of Article 17 of the collective agreement.

If you choose to exercise your right to bump, you must do so no later than Tuesday, January 27, 2009.

3. Medical and group insurance benefits (excluding long term disability coverage) will continue for 26 weeks ending July 31, 2009 or until you find alternative employment where such benefits are available.
4. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.



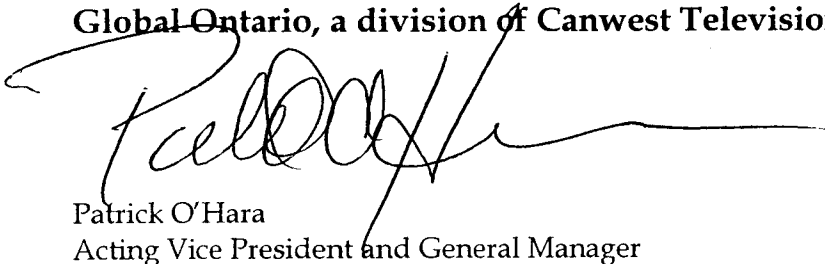
5. You will also be paid any unused vacation and banked time after your last scheduled day of work.
6. In the event circumstances change and we no longer require you to work the full notice period, you will continue to be paid for the remainder of the notice period. This will not affect your severance pay and benefit entitlements.
7. Although not required to do so, the Company will provide career transition services from KWA Partners. Please contact Janet Terry at 416-364-2605 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

Kim, I very much want to thank you for your contribution to the Global Ontario team and wish you the very best in the future.

If you have any questions, please feel free to have a discussion with me or Fiona Sterling, Director, Human Resources at (416) 446-5558.

Regards,

**Global Ontario, a division of Canwest Television Limited Partnership**

A handwritten signature in black ink, appearing to read 'Patrick O'Hara', with a long horizontal line extending to the right.

Patrick O'Hara  
Acting Vice President and General Manager

cc Sean O'Shea, President Local CEP  
David Lewington, CEP National Representative  
Human Resources



October 6th, 2009

Kim Robinson  
3434 Hannibal Road  
Burlington, ON  
L7M 2A1

To Kim,

As a former employee of Global Toronto, a division of Canwest Television Limited Partnership, we wanted to share with you today some immediate and important news about Canwest.

On October 6<sup>th</sup>, 2009, Canwest has filed for and been granted creditor protection under the Companies' Creditors Arrangement Act ("CCAA"). We took this action to ensure the long-term viability and value of our operations. The Company has a significant amount of debt, which we have been unable to address in light of the unprecedented economic environment and difficult financial markets.

As a result of the filing, any further payments to you by the Company will stop effective October 6<sup>th</sup>, 2009. Your group benefits coverage will also stop effective 30 days from the date of the CCAA filing, November 5<sup>th</sup>, 2009 or on the date indicated in your severance agreement letter, whichever is sooner (the "Benefit Cessation Date"). As a result, all benefit claims incurred prior to the Benefit Cessation Date will continue to be processed and paid in accordance with the terms of the applicable plan but those benefit claims incurred after the Benefit Cessation Date will not be processed or paid. You should make your own arrangements for such replacement benefits coverage as you see fit. Should you wish to purchase individual insurance, without having to submit to a medical, you must contact Manulife within 60 days of discontinuance of your group benefits. Manulife can be contacted directly at 1-877-268-3763 or visit [www.coverme.com](http://www.coverme.com).

Please also note that a Group Life Insurance conversion option may exist that will allow you to obtain individual life insurance within 31 days from November 5<sup>th</sup>, 2009 on receipt of a written application together with the required premium deposit. This premium is based on the insurer's individual policy rates. To obtain further information on whether conversion is available to you, please contact Manulife at 1-800-268-6195.

We understand the significance of these changes for you, but the company has determined that these decisions are necessary at this time. You will be entitled to make a claim for any amounts owing to you in due course. A procedure for the

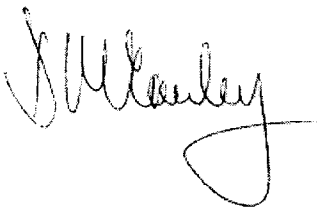
filing of claims will be approved by the Court at a future date in the proceedings. You will be personally notified of the claims procedure once it has been approved.

The status of the Canwest's various registered pension plans has not changed as a result of the CCAA filing. The initial CCAA Order allows the Company to continue to make contributions to the pension plans and the Company intends to make such payments. However, if your arrangements with the Company included earning pension credits for any part of the continuance period, these future pension accruals will cease effective immediately. You will receive a separate communication regarding your options in respect of your pension benefit.]

A Record of Employment which you would use when applying for Employment Insurance benefits will be mailed to you shortly.

We have also posted additional information on <http://cfcanada.fticonsulting.com/cmi>. For additional questions please contact your local Human Resource Representative or contact the monitor at 1-888-318-4018.

Sincerely,

A handwritten signature in black ink, appearing to read "David McCauley". The signature is fluid and cursive, with a large loop at the end of the last name.

David McCauley  
SVP, Human Resources  
Canwest Broadcasting

January 20, 2009

**PRIVATE & CONFIDENTIAL**

Brian Roth  
3 Hawksbury Dr.  
Willowdale, ON  
M2K 1M2

Dear Brian:

As a result of changes to the News Department at Global Ontario, a division of Canwest Television Limited Partnership (the "Company"), it is with regret that we are today giving you this notice of lay-off.

This letter represents official lay-off notice as per Article 17 of the Collective Agreement.

Your last scheduled day of work will be February 13, 2009, which provides 3.8 weeks of working notice. You are therefore entitled to an additional 0.2 weeks of pay in lieu of notice (paid as a lump sum) which is equal to \$230.13.

In addition to this notice, the following shall also apply:

1. *If you do not elect to bump as outlined in #2, you may elect to terminate your employment and take severance pay.* Severance pay is based on three (3) weeks per year of completed service pro-rated to the nearest month, to a maximum of fifty-two (52) weeks. Based on your 13.6 years of service with the company, you are entitled to a gross severance payment of \$47,109.09 which is equal to 40.8 weeks. This severance will be paid in the form of salary continuance payable semi-monthly.
2. Employees who are laid-off may have the right to avail themselves of their seniority, subject to the provisions of Article 17 of the collective agreement.

If you choose to exercise your right to bump, you must do so no later than Tuesday, January 27, 2009.

3. Medical and group insurance benefits (excluding long term disability coverage) will continue for 26 weeks ending August 14, 2009 or until you find alternative employment where such benefits are available.
4. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

5. You will also be paid any unused vacation and banked time after your last scheduled day of work.
6. In the event circumstances change and we no longer require you to work the full notice period, you will continue to be paid for the remainder of the notice period. This will not affect your severance pay and benefit entitlements.
7. Although not required to do so, the Company will provide career transition services from KWA Partners. Please contact Janet Terry at 416-364-2605 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

Brian, I very much want to thank you for your contribution to the Global Ontario team and wish you the very best in the future.

If you have any questions, please feel free to have a discussion with me or Fiona Sterling, Director, Human Resources at (416) 446-5558.

Regards,

**Global Ontario, a division of Canwest Television Limited Partnership**



Patrick O'Hara  
Acting Vice President and General Manager

cc Sean O'Shea, President Local CEP  
David Lewington, CEP National Representative  
Human Resources



October 6th, 2009

Brian Roth  
3 Hawksbury Drive  
Willowdale, ON  
M2K 1M2

To Brian,

As a former employee of Global Toronto, a division of Canwest Television Limited Partnership, we wanted to share with you today some immediate and important news about Canwest.

On October 6<sup>th</sup>, 2009, Canwest has filed for and been granted creditor protection under the Companies' Creditors Arrangement Act ("CCAA"). We took this action to ensure the long-term viability and value of our operations. The Company has a significant amount of debt, which we have been unable to address in light of the unprecedented economic environment and difficult financial markets.

As a result of the filing, any further payments to you by the Company will stop effective October 6<sup>th</sup>, 2009. Your group benefits coverage will also stop effective 30 days from the date of the CCAA filing, November 5<sup>th</sup>, 2009 or on the date indicated in your severance agreement letter, whichever is sooner (the "Benefit Cessation Date"). As a result, all benefit claims incurred prior to the Benefit Cessation Date will continue to be processed and paid in accordance with the terms of the applicable plan but those benefit claims incurred after the Benefit Cessation Date will not be processed or paid. You should make your own arrangements for such replacement benefits coverage as you see fit. Should you wish to purchase individual insurance, without having to submit to a medical, you must contact Manulife within 60 days of discontinuance of your group benefits. Manulife can be contacted directly at 1-877-268-3763 or visit [www.coverme.com](http://www.coverme.com).

Please also note that a Group Life Insurance conversion option may exist that will allow you to obtain individual life insurance within 31 days from November 5<sup>th</sup>, 2009 on receipt of a written application together with the required premium deposit. This premium is based on the insurer's individual policy rates. To obtain further information on whether conversion is available to you, please contact Manulife at 1-800-268-6195.

We understand the significance of these changes for you, but the company has determined that these decisions are necessary at this time. You will be entitled to make a claim for any amounts owing to you in due course. A procedure for the

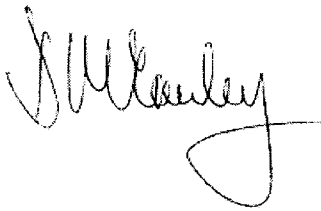
filing of claims will be approved by the Court at a future date in the proceedings. You will be personally notified of the claims procedure once it has been approved.

The status of the Canwest's various registered pension plans has not changed as a result of the CCAA filing. The initial CCAA Order allows the Company to continue to make contributions to the pension plans and the Company intends to make such payments. However, if your arrangements with the Company included earning pension credits for any part of the continuance period, these future pension accruals will cease effective immediately. You will receive a separate communication regarding your options in respect of your pension benefit.]

A Record of Employment which you would use when applying for Employment Insurance benefits will be mailed to you shortly.

We have also posted additional information on <http://cfcanada.fticonsulting.com/cmi>. For additional questions please contact your local Human Resource Representative or contact the monitor at 1-888-318-4018.

Sincerely,

A handwritten signature in black ink, appearing to read "David McCauley". The signature is fluid and cursive, with a long horizontal stroke at the end.

David McCauley  
SVP, Human Resources  
Canwest Broadcasting

January 20, 2009

**PRIVATE & CONFIDENTIAL**

Stewart Sadler  
9 Perdue Ave.  
Ajax, ON  
L1T 4L2

Dear Stewart:

As a result of changes to the News Department at Global Ontario, a division of Canwest Television Limited Partnership (the "Company"), it is with regret that we are today giving you this notice of lay-off.

This letter represents official lay-off notice as per Article 17 of the Collective Agreement.

Your last scheduled day of work will be February 13, 2009, which provides 3.8 weeks of working notice. You are therefore entitled to an additional 0.2 weeks of pay in lieu of notice (paid as a lump sum) which is equal to \$269.42.

In addition to this notice, the following shall also apply:

1. ***If you do not elect to bump as outlined in #2, you may elect to terminate your employment and take severance pay.*** Severance pay is based on three (3) weeks per year of completed service pro-rated to the nearest month, to a maximum of fifty-two (52) weeks. Based on your 16.4 years of service with the company, you are entitled to a gross severance payment of \$66,507.05 which is equal to 49.2 weeks. This severance will be paid in the form of salary continuance payable semi-monthly.
2. Employees who are laid-off may have the right to avail themselves of their seniority, subject to the provisions of Article 17 of the collective agreement.

If you choose to exercise your right to bump, you must do so no later than Tuesday, January 27, 2009.

3. Medical and group insurance benefits (excluding long term disability coverage) will continue for 26 weeks ending August 14, 2009 or until you find alternative employment where such benefits are available.
4. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.



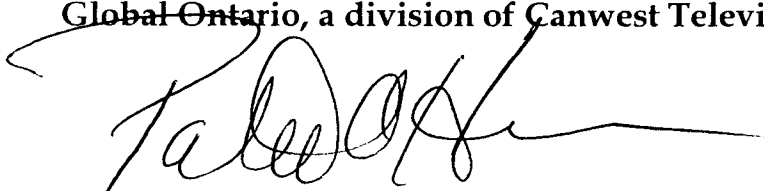
5. You will also be paid any unused vacation and banked time after your last scheduled day of work.
6. In the event circumstances change and we no longer require you to work the full notice period, you will continue to be paid for the remainder of the notice period. This will not affect your severance pay and benefit entitlements.
7. Although not required to do so, the Company will provide career transition services from KWA Partners. Please contact Janet Terry at 416-364-2605 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

Stewart, I very much want to thank you for your contribution to the Global Ontario team and wish you the very best in the future.

If you have any questions, please feel free to have a discussion with me or Fiona Sterling, Director, Human Resources at (416) 446-5558.

Regards,

**Global Ontario, a division of Canwest Television Limited Partnership**



Patrick O'Hara  
Acting Vice President and General Manager

cc Sean O'Shea, President Local CEP  
David Lewington, CEP National Representative  
Human Resources



October 6th, 2009

Stewart Sadler  
9 Purdue Avenue  
Ajax, ON  
L1T 4L2

To Stewart,

As a former employee of Global Toronto, a division of Canwest Television Limited Partnership, we wanted to share with you today some immediate and important news about Canwest.

On October 6<sup>th</sup>, 2009, Canwest has filed for and been granted creditor protection under the Companies' Creditors Arrangement Act ("CCAA"). We took this action to ensure the long-term viability and value of our operations. The Company has a significant amount of debt, which we have been unable to address in light of the unprecedented economic environment and difficult financial markets.

As a result of the filing, any further payments to you by the Company will stop effective October 6<sup>th</sup>, 2009. Your group benefits coverage will also stop effective 30 days from the date of the CCAA filing, November 5<sup>th</sup>, 2009 or on the date indicated in your severance agreement letter, whichever is sooner (the "Benefit Cessation Date"). As a result, all benefit claims incurred prior to the Benefit Cessation Date will continue to be processed and paid in accordance with the terms of the applicable plan but those benefit claims incurred after the Benefit Cessation Date will not be processed or paid. You should make your own arrangements for such replacement benefits coverage as you see fit. Should you wish to purchase individual insurance, without having to submit to a medical, you must contact Manulife within 60 days of discontinuance of your group benefits. Manulife can be contacted directly at 1-877-268-3763 or visit [www.coverme.com](http://www.coverme.com).

Please also note that a Group Life Insurance conversion option may exist that will allow you to obtain individual life insurance within 31 days from November 5<sup>th</sup>, 2009 on receipt of a written application together with the required premium deposit. This premium is based on the insurer's individual policy rates. To obtain further information on whether conversion is available to you, please contact Manulife at 1-800-268-6195.

We understand the significance of these changes for you, but the company has determined that these decisions are necessary at this time. You will be entitled to make a claim for any amounts owing to you in due course. A procedure for the

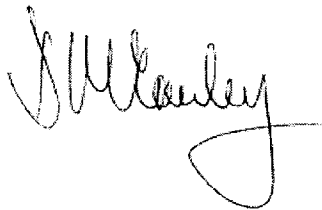
filing of claims will be approved by the Court at a future date in the proceedings. You will be personally notified of the claims procedure once it has been approved.

The status of the Canwest's various registered pension plans has not changed as a result of the CCAA filing. The initial CCAA Order allows the Company to continue to make contributions to the pension plans and the Company intends to make such payments. However, if your arrangements with the Company included earning pension credits for any part of the continuance period, these future pension accruals will cease effective immediately. You will receive a separate communication regarding your options in respect of your pension benefit.]

A Record of Employment which you would use when applying for Employment Insurance benefits will be mailed to you shortly.

We have also posted additional information on <http://cfcanada.fticonsulting.com/cmi>. For additional questions please contact your local Human Resource Representative or contact the monitor at 1-888-318-4018.

Sincerely,

A handwritten signature in black ink, appearing to read "David McCauley". The signature is fluid and cursive, with a large loop at the end of the last name.

David McCauley  
SVP, Human Resources  
Canwest Broadcasting

# **EXHIBIT 7**



November 24, 2008

**PRIVATE & CONFIDENTIAL**

Melanie Zettler  
78 Wayland Avenue  
Toronto, ON  
M4E 3C9

Dear Melanie:

As a result of changes to the News Department at Global Ontario, a division of Canwest Media Inc. (the "Company"), it is with regret that we are giving you this notice of lay-off. In discussions with you and the Union, the company has agreed to delay your layoff until you return from maternity leave, estimated to be December 7, 2009.

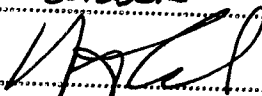
This letter represents official lay-off notice as per Article 17 of the Collective Agreement.

In addition to this notice, the following shall also apply:

1. *If you do not elect to bump as outlined in #2, you may elect to terminate your employment and take severance pay.* Severance pay is based on three (3) weeks per year of completed service pro-rated to the nearest month, to a maximum of fifty-two (52) weeks. Based on your thirteen (13) years of service with the company, you are entitled to a gross severance payment of \$45,030.75 which is equal to thirty-nine (39) weeks. This severance will be paid in the form of salary continuance payable semi-monthly.
2. Employees who are laid-off may have the right to avail themselves of their seniority, subject to the provisions of Article 17 of the collective agreement.

If you choose to exercise your right to bump, you must do so at least ten (10) days prior to your return from maternity leave. Please submit your request to bump in writing to Fiona Sterling with a copy to your union. Include the name of the person you intend to bump, and details of your qualifications for the position.

3. Medical and group insurance benefits (excluding long term disability coverage) will continue for six (6) months ending June 7, 2010 or until you find alternative employment where such benefits are available.
4. As specified in the September 26/08 memo from Alacia Handren regarding your maternity leave, you remain entitled to a company paid Maternity Leave

This is Exhibit.....7.....referred to in the  
 affidavit of...DAVID LEWINGTON.....  
 sworn before me, this...21<sup>st</sup>.....  
 day of...OCTOBER.....2009.....  
  
 A COMMISSIONER FOR TAKING AFFIDAVITS

(know as a "top-up") for a maximum of twenty-seven (27) weeks. However, due to this lay-off notice taking effect immediately following your maternity leave, there will be no requirement for you to repay the maternity leave (top-up) payment on a pro-rata basis should you elect to terminate your employment by accepting the severance pay outlined above.

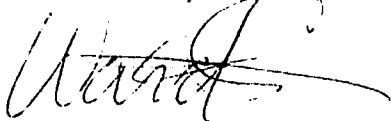
5. Further, upon your return from maternity leave, you will receive an amount equal to ninety-five percent (95%) of your base pay for two weeks to help compensate for lost wages during the Employment Insurance (EI) waiting period, less appropriate deductions. This payment will be made regardless of whether you decide to exercise your bumping rights or terminate your employment by accepting the severance pay outlined above.
6. You will also be paid any unused vacation and banked time accumulated as of December 7, 2009.
7. Although not required to do so, the Company will provide career transition services from KWA Partners. Please contact Janet Terry at 416-364-2605 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

Melanie, we wish you all the best on your maternity leave and I very much want to thank you for your contribution to the Global Ontario team. Please confirm in writing that the above represents our discussion concerning the arrangements and that you are in agreement with the terms as set forth.

If you have any questions, please feel free to have a discussion with me or Fiona Sterling, Director, Human Resources at (416) 446-5558.

Regards,

**Global Ontario, a division of Canwest Media Inc.**



Ward Smith  
News Director

cc Sean O'Shea, President CEP Local 722m  
David Lewington, CEP National Representative  
Human Resources

## Dave Lewington

---

**From:** Sterling, Fiona (Global Toronto) [FSterling@globaltv.com]  
**Sent:** October 15, 2009 10:51 AM  
**To:** Smith, Ward (Global Toronto); O'Shea, Sean (Global Toronto)  
**Cc:** Zettler, Melanie (Global Toronto); Dave Lewington  
**Subject:** Melanie Zettler

272

Hi Ward/Sean,

I wanted to confirm the current situation with Melanie Zettler. I had a conversation with her this morning to inform her of her status at this time.

As a result of Canwest's filing for CCAA, all terminations during the filing period are stayed. Employees who are terminated during the filing period have the opportunity to register a claim for the amounts owed to them similar to those employees who were on salary continuance on Oct 6/09 and had their payments stayed.

Melanie's current options are:

- 1) exercise her right to bump and advise me of that by Nov 23rd (based on a RTW date of Dec 7/09).
- 2) elect to take severance as of Dec 7/09 which would mean she registers a claim for the amounts owed to her.
- 3) opt to go on the recall list; she can remain on the recall list for up to 52 weeks and opt to take severance at any point during this 52 week period.

Per my conversation with Melanie this morning, I have inquired as to what would be the result if Melanie delayed taking her severance until after Canwest emerges from creditor protection (approx 4-6 months). As soon as I have the answer to this I will let you know.

Should you have any further questions, please do not hesitate to contact me.

Thanks

**Fiona Sterling**  
Director, Human Resources  
Global Toronto  
Phone: 416.446.5558  
E-mail: [fsterling@globaltv.com](mailto:fsterling@globaltv.com)

# **EXHIBIT 8**






January 20, 2009

PRIVATE & CONFIDENTIAL

Marisa Zucaro  
61 Robert Green Crescent  
Vaughan, ON  
L6A 4A9

This is Exhibit.....8.....referred to in the  
affidavit of.....DAVID LEWINGTON.....  
sworn before me, this.....21<sup>st</sup>.....  
day of.....OCTOBER.....2009.....  
  
A COMMISSIONER FOR TAKING AFFIDAVITS

Dear Marisa:

As a result of changes to the News Department at Global Ontario, a division of Canwest Television Limited Partnership (the "Company"), it is with regret that we are today giving you this notice of lay-off.

This letter represents official lay-off notice as per Article 17 of the Collective Agreement.

Your last scheduled day of work will be February 13, 2009, which provides 3.8 weeks of working notice. You are therefore entitled to an additional 0.2 weeks of pay in lieu of notice (paid as a lump sum) which is equal to \$160.05.

In addition to this notice, the following shall also apply:

1. *If you do not elect to bump as outlined in #2, you may elect to terminate your employment and take severance pay.* Severance pay is based on three (3) weeks per year of completed service pro-rated to the nearest month, to a maximum of fifty-two (52) weeks. Based on your 4.6 years of service with the company, you are entitled to a gross severance payment of \$11,043.44 which is equal to 13.8 weeks. This severance will be paid in the form of salary continuance payable semi-monthly.
2. Employees who are laid-off may have the right to avail themselves of their seniority, subject to the provisions of Article 17 of the collective agreement.

If you choose to exercise your right to bump, you must do so no later than Tuesday, January 27, 2009.

3. Medical and group insurance benefits (excluding long term disability coverage) will continue for 13.8 weeks ending May 21, 2009 or until you find alternative employment where such benefits are available.
4. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

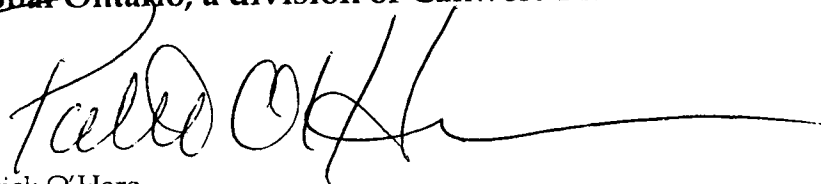
5. You will also be paid any unused vacation and banked time after your last scheduled day of work.
6. In the event circumstances change and we no longer require you to work the full notice period, you will continue to be paid for the remainder of the notice period. This will not affect your severance pay and benefit entitlements.
7. Although not required to do so, the Company will provide career transition services from KWA Partners. Please contact Janet Terry at 416-364-2605 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

Marisa, I very much want to thank you for your contribution to the Global Ontario team and wish you the very best in the future.

If you have any questions, please feel free to have a discussion with me or Fiona Sterling, Director, Human Resources at (416) 446-5558.

Regards,

**Global Ontario, a division of Canwest Television Limited Partnership**

A handwritten signature in black ink, appearing to read 'Patrick O'Hara', with a long horizontal flourish extending to the right.

Patrick O'Hara  
Acting Vice President and General Manager

cc Sean O'Shea, President Local CEP  
David Lewington, CEP National Representative  
Human Resources

## Dave Lewington

---

**From:** Sterling, Fiona (Global Toronto) [FSterling@globaltv.com]  
**Sent:** October 15, 2009 5:00 PM  
**To:** Zucaro, Marisa (Global Toronto)  
**Cc:** O'Shea, Sean (Global Toronto); Dave Lewington  
**Subject:** Your status

275

Hi Marisa,

Per our conversation this afternoon I wanted to reconfirm the details:

You are currently in the 12 month recall period following your lay-off (Feb 13/09) where you can elect to take your severance at any time. Should you elect to do so while the company is under the CCAA court order (creditor filing) which took place on October 6/09, your severance will be stayed and you will be given the opportunity to register a claim for the amounts owing to you. I am not expecting that the company will have emerged from the creditor filing before Feb 12/10.

Please confirm at your earliest convenience if you wish to be placed on the recall list and if you have any other questions, don't hesitate to give me a call.

thanks

**Fiona Sterling**  
Director, Human Resources  
Global Toronto  
Phone: 416.446.5558  
E-mail: [fsterling@globaltv.com](mailto:fsterling@globaltv.com)

## Dave Lewington

---

**From:** Zucaro, Marisa (Global Toronto) [MZucaro@GlobalTV.Com]  
**Sent:** October 15, 2009 5:17 PM  
**To:** Sterling, Fiona (Global Toronto)  
**Cc:** O'Shea, Sean (Global Toronto); Dave Lewington  
**Subject:** RE: Your status

276

Hi Fiona,  
Yes, I would like to be placed on the recall list. Thank you.

---

**From:** Sterling, Fiona (Global Toronto)  
**Sent:** Thursday, October 15, 2009 17:00  
**To:** Zucaro, Marisa (Global Toronto)  
**Cc:** O'Shea, Sean (Global Toronto); 'dlewington@cep.ca'  
**Subject:** Your status

Hi Marisa,

Per our conversation this afternoon I wanted to reconfirm the details:

You are currently in the 12 month recall period following your lay-off (Feb 13/09) where you can elect to take your severance at any time. Should you elect to do so while the company is under the CCAA court order (creditor filing) which took place on October 6/09, your severance will be stayed and you will be given the opportunity to register a claim for the amounts owing to you. I am not expecting that the company will have emerged from the creditor filing before Feb 12/10.

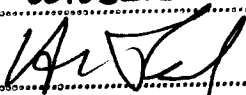
Please confirm at your earliest convenience if you wish to be placed on the recall list and if you have any other questions, don't hesitate to give me a call.

thanks

**Fiona Sterling**  
Director, Human Resources  
Global Toronto  
Phone: 416.446.5558  
E-mail: [fsterling@globaltv.com](mailto:fsterling@globaltv.com)

# **EXHIBIT 9**



This is Exhibit.....9.....referred to in the  
 affidavit of.....DAVID LEWINGTON.....  
 sworn before me, this.....21<sup>ST</sup>.....  
 day of.....OCTOBER.....20.....09.....  
 ..........  
 A COMMISSIONER FOR TAKING AFFIDAVITS

July 16<sup>th</sup>, 2007

Victoria Anderson  
36 Deepwood Cres  
North York, On M3C 1N0

Private and Confidential

Dear Vicki,

We are writing further to our meeting today with your union representatives, Sean O'Shea and David Lewington, regarding your return to work. Please be advised it is our determination with the information available, that you are fit to perform modified work duties and we expect to see you at work within the next two business days. Modified work duties were discussed with your union representatives and we believe relayed to you.

It is to be noted that we proceeded in our meeting today at your union representatives' request without your attendance. However, you were on site and available to sign the "Consent" allowing Dr. David Satok to discuss in general terms your absence and return to modified duties. This outstanding Consent is further to an Independent Medical Evaluation conducted July 12, 2007; at that time you refused to sign the consent.

Vicky, we request that you advise your supervisor Julie Clark regarding your return to modified work duties no later than tomorrow morning. If you require further information regarding modified duties it would appropriate to raise them with Julie at that time.

Respectfully,

  
 Ginette Gosling  
 Manager of Human Resources  
 Global Ontario

c.c. Julie Clark  
Sean O'Shea



July 26, 2007

Vicki Anderson  
36 Deepwood Cres  
North York, On M3C 1N0

**Private and Confidential**


Dear Vicki,

On May 23, 2007, your request to take vacation leave commencing July 17, 2007 was denied. You notified your supervisor at this time that you would quit your employment rather than cancel your plan to go to Japan. You later contacted a colleague requesting that he "clean out your locker" and we understand that subsequently you left for Japan. We have concluded that you have resigned your employment effective July 17, 2007 and in accordance with Section 14.4 (a) of the collective agreement, your services have been terminated effective that date.

In addition to the above, you have failed to return from a medical leave without a valid excuse. You had an opinion from your Doctor and an Independent medical examiner that stated you were able to return to work. We made several attempts to meet with you and most recently we wrote to you on July 16<sup>th</sup> requesting that you return to work on July 18<sup>th</sup>. You have not returned to work. Even if medical leave had been granted (for which it had not), you would have been using that leave for travel to Japan other than for the purpose intended. In either situation, in accordance with Section 14.4 (d) your services are terminated effective July 17, 2007.

Your behaviour constitutes a serious breach of trust with your Employer. You have demonstrated a cavalier disregard for your employment obligations and fellow employees. We cannot and will not accept such behaviour and your employment is terminated effective July 17, 2007.

Yours truly,



Ginette Gosling  
Manager of Human Resources  
Global Television Ontario

c.c. Sean O'Shea  
Julie Clark  
Ron Waksman



August 9, 2007

Vicki Anderson  
36 Deepwood Cres  
North York, On M3C 1N0

**Private and Confidential**

Dear Vicki,

This letter is to inform you of recent changes that have been made with regards to the amount of vacation hours due to you. Because you were paid between the dates of July 17<sup>th</sup> and July 31<sup>st</sup> (a total of 78.67 hours), and were not actually working, we will be deducting these hours from vacation time that you had accrued during your time here. All deductions will appear on your next statement. Please find below a detailed outline of both the previous and current hours that you are entitled to with respect to both vacation and lieu time:

Previous Vacation Balance – 250 Hours or \$7,216.75  
Current Vacation Balance – 171.33 Hours or \$4,945.78

Previous Lieu Time Balance – 51.40 Hours or \$1483.76  
Current Lieu Time Balance - 51.40 Hours or \$1483.76

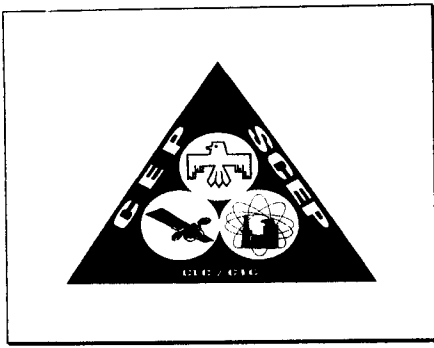
If you have any questions regarding these calculations, please feel free to contact me directly.

Yours truly,

Ginette Gosling  
Manager of Human Resources  
Global Television Ontario

c.c. Sean O'Shea  
Julie Clark  
David O'Rourke  
Ron Waksman





COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA  
SYNDICAT CANADIEN DES COMMUNICATIONS, DE  
L'ÉNERGIE ET DU PAPIER

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GRIEVANCE FORM \ FORMULE DE GRIEF

Grievance # \ No. du Grief: **722-2007-02** Local \ Section locale: **Local 722m**

Grievor's name \ Nom du plaignant(s): **Vicki Anderson**  
Address \ Adresse: **36 Deepwood Crescent, North York, M3C 1N8** Tel.\Te'l. **416-391-4474**  
Date: **August 21, 2007**

Nature of Grievance \ Nature du Grief:

**I, Vicki Anderson, grieve that I have been terminated without just cause. I further grieve that I have been discriminated against by management.**

**Articles violated: C.A. including; 1, 4, 13, 14, 15, 16,**

Settlement desired \ Règlement désiré:

**I demand full redress including full reinstatement without loss of pay and benefits and interest on all monies owed.**

Signature of Grievor \ Signature du plaignant(e): *Vicki Anderson*

Signature of Steward \ Signature du délégué(e) syndical(e): *[Signature]*

STEP 1 \ ÉTAPE 1:  
Date submitted \ Date soumise: \_\_\_\_\_ For the Union \ Pour le syndicat: \_\_\_\_\_  
Management response \ Position de la direction: \_\_\_\_\_  
For management \ Pour la direction: \_\_\_\_\_ Date: \_\_\_\_\_

STEP 2 \ ÉTAPE 2:  
Date submitted \ Date soumise: \_\_\_\_\_ For the Union \ Pour le syndicat: \_\_\_\_\_  
Management response \ Position de la direction: \_\_\_\_\_  
For management \ Pour la direction: \_\_\_\_\_ Date: \_\_\_\_\_

STEP 3 \ ÉTAPE 3:  
Date submitted \ Date soumise: \_\_\_\_\_ For the Union \ Pour le syndicat: \_\_\_\_\_  
Management response \ Position de la direction: \_\_\_\_\_  
For management \ Pour la direction: \_\_\_\_\_ Date: \_\_\_\_\_

IF WRITTEN RESPONSE IS NEEDED AT ANY STEP PLEASE ATTACH

**GRIEVANCE FORM**

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**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA**

Grievance # \ No. #: **722-2008-01 P**  
Grievor's Name: **The Union**

Date: **February 14, 2008**  
Local: **722M**

**Nature Of Grievance:**

The Union grieves that the Company has violated the terms of the Collective Agreement by denying and discriminating against employees in the bargaining unit with regards to the provisions of benefits and time off with pay to employees in Ontario. Further the Company is estopped from improving the Medical and Group Insurance Plans without offering through consultation with the Union those same improvements to members of the bargaining unit.

**Settlement Desired:**

The Union demands full redress. The Union demands to be consulted about enhancements to benefits, time off with pay including Family Day and other benefits which have been bestowed on non-union employees and denied to bargaining unit employees.

**Articles violated:** C.A. including; 1, 4, 22, 29, Canada Labour Code

Signature of Grievor: *Sean O'Shea* Sean O'Shea

Signature of Representative: *SOS per David Lewington* David Lewington

**IF WRITTEN RESPONSE IS NEEDED AT ANY STEP PLEASE ATTACH**

**GRIEVANCE FORM**

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**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA**

Grievance # \ No. #: **722-2008-02**  
Grievor's Name: **The Union**

Date: **May 22, 2008**  
Local: **722M**

**Nature of Grievance:**

I Jon Castell grieve that I have been disciplined without just and sufficient cause.

**Settlement Desired:**

I demand full redress.

**Articles violated:** C.A. including; 1, 4, 13, 16

Signature of Grievor :  Jon Castell

Signature of Representative:  Sean O'Shea

**IF WRITTEN RESPONSE IS NEEDED AT ANY STEP PLEASE ATTACH**

# **EXHIBIT 10**

# CaleyWray

**LABOUR/EMPLOYMENT LAWYERS**

1600-65 Queen Street West  
Toronto ON M5H 2M5

**Harold F. Caley**  
Direct Line: 416-775-4672  
Toll Free: 1-866-691-3763  
Fax: 416-366-3293  
Email: caleyh@caleywrap.com


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File No. 25830

October 20, 2009

**E-MAILED**

Mr. David R. Byers  
Stikeman Elliott LLP  
5300 Commerce Court West  
199 Bay Street  
Toronto ON M5L 1B9

This is Exhibit.....10.....referred to in the  
affidavit of.....DAVID LEWINGTON.....  
sworn before me, this.....21<sup>st</sup>.....  
day of.....OCTOBER.....2009.....  
  
A COMMISSIONER FOR TAKING AFFIDAVITS

Dear Mr. Byers:

**RE: CANWEST GLOBAL – CCAA**

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As you are aware, we act for the Communications, Energy and Paperworkers Union of Canada ("CEP") in this matter and last week a telephone conference call took place where we requested that the grievance of Vicki Anderson proceed to final argument on November 3, 2009 before the Arbitrator.

In this case, we have completed eight days of hearing and all of the evidence is before the Arbitrator. Further, this is a discharge case; where the grievor has been out of work since July 17, 2007 and is seeking reinstatement with compensation.

As you are no doubt aware, this is a grievance/arbitration under the collective agreement that must be completed at some stage and we heard no argument supporting any delay in this matter; although a commitment was made to look into our request.

In the event that you do not agree with the position of the CEP, we will be asking the Court, on October 27<sup>th</sup>, to allow this grievance/arbitration to proceed on November 3rd.

In addition, you may be aware of the proceedings before the Canada Industrial Relations Board where the Board is dealing with the configurations of the bargaining units at Canwest Global. We are requesting that this matter be allowed to continue before the Canada Industrial Relations Board as it is critical that both parties know the scope of the bargaining units before collective bargaining begins. To date, the Canada Industrial Relations Board has granted three bargaining units: Eastern Canada; British Columbia and Alberta. These hearings are to continue before the Canada Industrial

Mr. David R. Byers  
October 20, 2009  
Page 2 of 2

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Relations Board on January 18 – 22, 2010 dealing with issues relating to inclusions/exclusions in the bargaining units. Our client would like this case to proceed as scheduled – please consider this request.

Further, our client has requested that the Monitor provide, in writing, full disclosure of its present and past relationship with Canwest Global Communications Corp. and the other Applicants in the CCAA proceeding. In particular, when the relationship with Global commenced and what was/is the nature of the relationship prior the appointment as Monitor.

Thank you for your anticipated cooperation.

Yours truly,  
**CaleyWray**

A handwritten signature in black ink that reads "Harold F. Caley". The signature is written in a cursive, slightly slanted style.

Harold F. Caley  
HFC/mb

cc: P. Murdoch  
D. Lewington  
L. Barnes  
D. Rogers

# **EXHIBIT 11**



Canada Industrial Relations Board

Conseil canadien des relations industrielles

C.D. Howe Building, 240 Sparks Street, 4th Floor West, Ottawa, Ont. K1A 0X8  
Édifice C.D. Howe, 240, rue Sparks, 4<sup>e</sup> étage Ouest, Ottawa (Ont.) K1A 0X8  
Fax/Télécopieur: 613-995-9493

Our Files: 22170-C, 26667-C

Document No.: 267975

August 12, 2009

2009 CIRB LD 2188


**BY FAX**

Rogers Robert  
Lawyers  
Suite 650 - 1190 Melville Street  
Vancouver, British Columbia  
V6E 3W1 604-681-1475

Attention: Mr. Daniel J. Rogers

Thompson Dorfman Sweatman LLP  
Barristers & Solicitors  
CanWest Global Place  
2200 - 201 Portage Avenue  
Winnipeg, Manitoba  
R3B 3L3 204-934-0587

Attention: Mr. Keith D. LaBossiere

This is Exhibit 11 referred to in the  
affidavit of DAVID LEXINGTON  
sworn before me, this 21<sup>st</sup>  
day of OCTOBER 2009  
  
A COMMISSIONER FOR TAKING AFFIDAVITS



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Dear Sirs:

In the matter of the *Canada Labour Code (Part I - Industrial Relations)* and applications filed pursuant to sections 18, 18.1 and 35 of the *Code* by the Communications, Energy and Paperworkers Union of Canada, applicant, and Global Television Network Inc., Global Communications Limited, CanWest Interactive Company (2846551 Canada Inc.), CanWest Television Inc., CanWest Global Communications Corp., CanWest Broadcasting Ltd., CHEK owned and operated by Global Communications Limited, CHAN (BCTV) owned and operated by Global Communications Limited, CHBC owned and operated by Global Communications Limited, CICT (Global Calgary) owned and operated by Global Communications Limited, CITV (Global Edmonton) owned and operated by Global Communications Limited, CISA (Global Lethbridge) owned and operated by Global Communications Limited, CFSK owned and operated by CanWest Television Inc., CKND Television, a Division of CanWest Television Inc., CIII (Global Ontario) owned and operated by Global Communications Limited, CIHF (Global St. John) owned and operated by Global Communications Limited, and CIHF (Global Halifax) owned and operated by Global Communications Limited, employers. (22170-C)

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In the matter of the *Canada Labour Code (Part I - Industrial Relations)* and an application filed pursuant to section 54 by Communications, Energy and Paperworkers Union of Canada, applicant, and Global Television Network Inc., Global Communications Limited, CanWest Interactive Company (2846551 Canada Inc.), CanWest Television Inc., CanWest Global Communications Corp., CanWest Broadcasting Ltd., CHEK owned and operated by Global Communications Limited, CHAN (BCTV) owned and operated by Global Communications Limited, CHBC owned and operated by Global Communications Limited, CICT (Global Calgary) owned and operated by Global Communications Limited, CITV (Global Edmonton) owned and operated by Global Communications Limited, CISA (Global Lethbridge) owned and operated by Global Communications Limited, CFSK-TV, a Division of CanWest Television Inc., CKND Television, a Division of CanWest Television Inc., CIII (Global Ontario) owned and operated by Global Communications Limited, CIHF (Global St. John) owned and operated by Global Communications Limited, CIHF (Global Halifax) owned and operated by Global Communications Limited, and CHCH Hamilton, a division of Global Communications Limited, employers. (26667-C)

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The Board, composed of Ms. Louise Fecteau, Vice-Chairperson, and Messrs. Daniel Charbonneau and Patrick J. Heinke, Members, considered the above-noted applications.

The present decision follows upon a previous decision of the Board dealing with a single employer declaration and the review of the bargaining unit structure upon section 18.1(2) of the *Canada Labour Code (Part I - Industrial Relations)* (the *Code*) in *Global Television Network Inc. et al.*, 2008 CIRB 407.

Following the Board's determination to create three separate regional bargaining units, the parties have reached a mutual agreement in relation to various scope issues for the British Columbia bargaining unit and the Eastern bargaining unit.

On June 12, 2009, the parties filed two settlement agreements and asked the Board to issue a decision reflecting the determinations made about the appropriate inclusions and exclusions for these two bargaining units.

Accordingly, the Board recognizes the two settlement agreements attached as agreements that would lead to appropriate bargaining units.

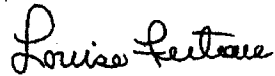
However, as noted by the parties, the Board must still determine inclusion or exclusion issues with respect to all Foreign Bureau staff and with respect to certain positions in Toronto in relation to the Eastern bargaining unit.

Pending final determination of the certification orders for the three bargaining units, the Board issues this interim decision according to section 20(1) of the *Code*.

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The Board retains its jurisdiction to determine any question that may arise and any remaining issues pursuant to sections 18.1(3) and (4) of the *Code*.

For the Board,



Louise Fecteau  
Vice-Chairperson

c.c.: Mr. Harvey K. Farysey, CIRB-Vancouver

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**APPENDIX A****SETTLEMENT AGREEMENT IN RELATION TO THE SCOPE  
OF THE BRITISH COLUMBIA BARGAINING UNIT**

1. All positions that are currently included in the previous local bargaining units shall remain included.
  
2. The following additional positions shall be included in the British Columbia bargaining unit:
  - a) Receptionist - Vancouver;
  - b) Building Maintenance Manager;
  - c) Building Maintenance Worker;
  - d) Sales Assistants and Marketing Assistants;
  - e) Technical Directors;
  - f) Marketing Schedulers;
  - g) Marketing and Promotions Writer/Producers and Producers;
  - h) Weather Anchors;
  - i) Traffic Anchors;
  - j) Community Relations Supervisor;
  - k) Community Relations Coordinator (Victoria);
  - l) Cafeteria Cook and Cashier;
  - m) Systems Analysts;
  - n) MIS Support;
  - o) Computer Support Technician;
  - p) Community Relations Talent (Cebula); and
  - q) Research Supervisor, Global National.

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3. The following two Weather Announcers shall be excluded from the bargaining unit as Independent Contractors. This agreement is restricted to these two individuals:
  - a) Mark Madryga
  - b) Wayne Cox
  
4. The Employer retains the services of certain individuals to act as producers for certain charity or community events such as two Telethons per year, the Rogers Parade and the Foster Foundation. Those individuals shall be excluded from the bargaining unit, but the practice shall not be extended to other than the types of events described above. Nothing in this provision affects the application of the collective agreement.
  
5. All remaining positions which are currently excluded from the previous bargaining units shall remain excluded, and for clarity, the following positions which were in dispute between the parties shall remain excluded from the British Columbia bargaining unit:
  - a) Executive Assistants (Cole, McRitchie, McEachern);
  - b) Technical Director, Computer Graphics (MacLeod);
  - c) Director of Engineering, Western Canada (Altwasser);
  - d) Chief Engineer (Bryan);
  - e) Accountant (Lee);
  - f) Accounts receivable Clerk (Josephson);
  - g) Accounts Payable Clerk, Kelowna (Van Asseldonk);
  - h) Human Resources Assistant (Mehner);
  - i) Assignment Manager, Global National (Temolo);
  - j) Vice President, News (Parsons);
  - k) Managing Editor (Jackson);
  - l) News Operations Manager (Wright);
  - m) Supervising Technical Director (Elliott);
  - n) Manager, Commercial Production (Pinnell);

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- o) **Manager, News Creative (Rudolph);**
- p) **Manager, News Administration (Lowe);**
- q) **Deputy Managing Editor, Global BC (Lum);**
- r) **Executive Producer, Global National (Fitzpatrick);**
- s) **Director, Technology and News Design (Belec);**
- t) **Manager, Digital Asset Management (Franklin); and**
- u) **Research Analysts (Darg & Limawan).**

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**APPENDIX B****SETTLEMENT AGREEMENT IN RELATION TO THE SCOPE  
OF THE EASTERN BARGAINING UNIT**

1. All positions that are currently included in the previous local bargaining units shall remain included.
2. The following additional positions are to be included in the Eastern bargaining unit:
  - a. Sports Director (Winnipeg);
  - b. Sales Coordinator (Winnipeg);
  - c. Accounting Clerk (Winnipeg);
  - d. Directors - On Air (Hamilton);
  - e. Talent (Hamilton);
  - f. Information Technology Coordinator (Hamilton);
  - g. Host, 16:9 (Incumbent: Mary Garofalo) (Toronto));
  - h. Anchors (including Weather Specialist) (Toronto);
  - i. Supervising Creative Director (Toronto);
  - j. Senior Producer - Futures (incumbent: Gus Kim) (Toronto);
  - k. Senior Producer - Global National (incumbent: Bryan Mullen) (Ottawa);
  - l. Sales Assistants (Maritimes);
  - m. National Correspondent (incumbent: Ross Lord) (Maritimes); and
  - n. Administrative Assistant (incumbent: Jill Sinclair) (Maritimes).
3. All remaining positions which are currently excluded from the previous local bargaining units shall remain excluded, and for clarity, the following positions which were in dispute between the parties shall remain excluded from the Eastern bargaining unit:

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- a. **Inside Sales Executive (incumbent: Mai-An Dinamculangan) (Winnipeg);**
- b. **Anchor/Executive Editor, Global National (incumbent: Kevin Newman);**
- c. **Senior Producer (to be re-titled) (incumbent: Pam Mackenzie) (Ottawa);**
- d. **Senior Producer (to be re-titled) (incumbent: Dayna Gourfey);**
- e. **Assignment Editor (Toronto);**
- f. **Technical Business Administrator (Hamilton); and**
- g. **Information Technology Supervisor (Hamilton).**



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

**Applicant**

**Court File No. CV-09-8396-00CL**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**AFFIDAVIT OF DAVID LEWINGTON  
SWORN OCTOBER 21, 2009**

**CaleyWray**

Labour/Employment Lawyers  
1600 - 65 Queen Street West  
Toronto, Ontario M5H 2M5

Douglas J. Wray (LSUC #18023C)

Tel: 416- 775-4673

Fax: 416-366-3293

[wrayd@caleywrays.com](mailto:wrayd@caleywrays.com)

Jesse Kugler (LSUC #55269V)

Tel: 416-775-4677

Fax: 416-366-3293

[kuglerj@caleywrays.com](mailto:kuglerj@caleywrays.com)

Lawyers for the Communications, Energy  
and Paperworkers Union of Canada

2009

**TAB C**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C-36 as amended**

**AND IN THE MATTER OF a Proposed Plan of Compromise or Arrangement of Canwest Global Communications Corp. and the other Applicants listed on Schedule "A"**

**APPLICANTS**

**ORDER**

**THIS MOTION**, made by the Communications, Energy and Paperworkers Union of Canada (the "Union") was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Motion Records of the Union and on hearing submissions of counsel for the Union, the Applicants, the Monitor and other parties;

1. **THIS COURT ORDERS**, if necessary, that time for service of the notice of motion and the motion record is hereby abridged and service of the notice of motion material and the motion record by the Union is validated, such that this motion is properly returnable on October 27, 2009.
  2. **THIS COURT ORDERS** that the stay of proceedings, as provided in the Initial Order, is hereby lifted so as to permit the Union to proceed with its arbitration proceeding against the Applicants concerning the termination of Vicki Anderson.
  3. **THIS COURT ORDERS** that the Applicants are hereby directed to pay any debts incurred in respect of the services provided by Arbitrator Barry Levinson in connection with the grievance of Ms. Vicki Anderson.
-

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

**Applicant**

**Court File No. CV-09-8396-00CL**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**ORDER**

**CaleyWray**

Labour/Employment Lawyers  
1600 - 65 Queen Street West  
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Douglas J. Wray (LSUC #18023C)

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Jesse Kugler (LSUC #55269V)

Tel: 416-775-4677

Fax: 416-366-3293

[kuglerj@caleywright.com](mailto:kuglerj@caleywright.com)

Lawyers for the Communications, Energy  
and Paperworkers Union of Canada

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

**Applicant**

**Court File No. CV-09-8396-00CL**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**MOTION RECORD**

**CaleyWray**

Labour/Employment Lawyers  
1600 - 65 Queen Street West  
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Lawyers for the Communications, Energy  
and Paperworkers Union of Canada