

COLLECTIVE LABOUR AGREEMENT

intervened between

CTV Inc. - ATV CAPE BRETON

hereinafter called "The Company"

PARTY OF THE FIRST PART

and

COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION

hereinafter called "The Union"

PARTY OF THE SECOND PART

who have agreed as follows:

ARTICLE 1

INTENT

1.1

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

1.2

The parties to this Agreement agree that they have a responsibility to enforce compliance with the terms and conditions of this Agreement. To this end the Company assumes the responsibility that all of its management staff, in a consistent, manner, will adhere to and enforce this Agreement.

1.3

The Union agrees to instruct its officers, stewards and members to co-operate with the Company in carrying out the terms and requirements of the Agreement and to fulfil their responsibilities as employees of the Company.

1.4

In order to establish and foster an interchange of ideas and information on matters of mutual interest and concern, there shall be a Union-Management Committee established. The Company and the Union shall each select one (1) representative to the Committee, both of whom shall be full-time employees. It is understood and agreed that the Committee will not discuss grievances or changes to the Collective Agreement unless specifically agreed upon by the Union's National Representative and the Company's Director Human Resources. The Committee shall meet on a quarterly basis (January, May, September or as otherwise agreed) at a location determined by the Company and the meeting duration shall be no longer than four (4) hours. On the day of the meeting, the Union representative shall be released from duty, with pay, for round-trip travel and attendance at the meeting. The transportation costs of the Union representative shall be borne by the Company (e.g. use of Company vehicle) and the per diems shall be paid by the Union.

There shall be no penalty or overtime payments incurred by the Company as a result of these meetings. The Union representative may have the assistance of the Union's National Representative at the meeting and the Company Representative may include other management members. Each meeting shall have an agenda and minutes. All discussions and the minutes shall be on a without prejudice and without precedent basis.

ARTICLE 2
DEFINITIONS & EMPLOYEE CATEGORIES

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 2.2. 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.

2.1.1

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

2.2

The Company recognizes the Union as exclusive Bargaining Agent for all its employees, including part-time, save and except:

- the Station/Sales Manager and those above that rank;
- Administrative Assistant;

- Director of Engineering;

- Account Executives

2.3

Functional Groups - Wherever the term functional is used in this Agreement, it shall denote any of the following functional groups and the job classifications therein:

(a) EFP Camera/Editor;

(b) Technician

(c) Writer/Producer;

(d) Videographer;

(e) Continuity Supervisor

2.4

All employees covered by the Agreement shall be considered full-time employees of the permanent establishment except for the following categories.

2.4.1

A probationary employee is an employee hired for a regular, full-time job, but who has not yet completed three (3) months of continuous and uninterrupted employment in that classification. Time lost by a probationary employee for personal or health reasons shall be discounted from the three (3) month period. An employee on probation shall have her work performance reviewed midway through and before the completion of her probationary period by the Company. If the Company fails to notify the employee prior to the expiration of the three (3) month probationary period that she has been confirmed then she shall be deemed to be confirmed as a full-time employee. The Company may release the probationary employee at any time, for any reason, provided that such release is not discriminatory or in bad faith.

2.4.2

A temporary employee is a person hired to replace a full-time Bargaining Unit employee absent on vacation, leave, or sickness, or to meet a temporary increase in workload. If the need to be filled is less than the hours per week stipulated in Article 15.1.1 and 15.1.2, the Company may hire a temporary employee on the hourly salary pro-rated to the salary of the job.

Temporary employees are subject to the provisions of the Collective Agreement as would be a full-time employee except: Articles 2.5.1, 4.6, 4.6.1, 9, 11, (except Article 11.4 Bereavement Leave) Article 13 (in which case the provisions of the Canada Labour Code shall apply), Articles 15.1.1, 15.1.2, and 15.15.7. After six months total worked service Articles 4.6, 4.6.1 and Article 11 will apply.

2.4.2.1

A temporary employee who is hired into a regular full-time position contiguous to his hiring as a temporary employee shall have the probationary period in Article 2.4.1 date from the most recent start date of temporary employment.

2.4.2.2

The Company will not hire a temporary employee for the purpose of circumventing the provisions of this Agreement.

2.4.2.3

The Company will immediately notify the Union, by letter, of the name of the employee hired as a temporary employee into the Bargaining Unit and will therein state the functional group into which he was hired, his job functions and the reason for its hiring the employee in that category.

2.4.2.4

The Company will not use a temporary employee if it results in the layoff of a full-time employee or if there is a full-time employee on layoff in that classification, or if it would prevent the hiring of a full-time person to that classification.

2.4.2.5

The termination date of a temporary employee who has worked for less than six (6) months shall be considered to have been given to the temporary employee at the time of hiring.

2.4.3

A part-time employee is a person who is hired on a continuing basis for a specific purpose. The regular weekly hours will be no more than twenty-four (24). A part-time employee is subject to the provisions of the Collective Agreement as would be a full-time employee except for the following Articles which are either not applicable or amended as per the language **that follows**:

- a) Article **2.4.1** is applicable except the probationary period is five hundred and twenty (520) worked hours;
- b) Article 4.6 is applicable after two thousand and eighty (2080) worked hours;
- c) Article 4.6.1 is applicable after two thousand and eighty (2080) worked hours;
- d) Article 9 is not applicable except for the calculation of seniority which shall be based on worked hours and shall only be applicable in the event of layoff such that a part-time employee may only displace another part-time employee in the same classification who has less worked hours;
- e) Article 11 is not applicable except that Article 11.1 is applicable after the part-time employee has one thousand and twenty worked hours and makes a written request to the Director Human Resources for coverage; however, in no case will the disability income provisions of the Employee Benefit Plan be applicable. The following Articles shall be applicable: 11.4, 11.4.1, 11.4.2, 11.4.3, 11.4.4, 11.4.5, 11.8, 11.8.1, 11.8.2 and 11.8.3.
- f) Article 13 is not applicable and the provisions of the Canada Labour Code will apply instead;
- g) Article 15 is not applicable and the provisions of the Canada Labour Code will apply instead;
- h) Article 18.2 is applicable only after every two thousand and twenty (2080) worked hours;

2.4.3.1

Part-time employees will be paid at an hourly rate based on the regular weekly rate for the classification to which they are assigned divided by forty (40).

2.4.3.2

A part-time employee who transfers to the full-time staff may be required to complete a probationary period as set forth in Article 2.4.1 at management's discretion. In no case will such employee be required to complete a probationary period of longer than three (3) months. A part-time employee who transfers to the full-time staff shall, after successful completion of the probationary period set forth in Article 2.4.1, receive a seniority credit equivalent to the number of hours worked as a part-time employee (e.g. forty worked hours is equivalent to five calendar days).

2.4.3.3

The Company shall not employ more than one (1) part-time employee if the effect of employing those part-time employees would enable the Company to avoid hiring a full-time employee.

2.4.3.4

The Company may use part-time employees to replace full-time employees where the workload has been reduced to a part-time level and the part-time work is first offered to full-time employees who are to be replaced or employees who have been laid off.

2.5

Regular weekly salary shall mean the remuneration an employee receives for his week's work, excluding talent fees, overtime and any other premiums or penalties.

2.6

Basic rate shall mean regular weekly salary of an employee divided by the number of hours per week as defined in Article 15.

2.7

A working day or working days with reference to procedures outlined in this Agreement, specifically grievance procedures and any other procedures which require a specific number of days for a response, shall exclude Saturdays, Sundays, and Statutory Holidays.

2.8

Automation or Technological change means:

- (a) the introduction by the Company into his work, undertaking, or business of equipment or material of a different nature or kind than that previously utilized by him in the operation of the work, undertaking or business; and
- (b) a change in the manner in which the Company carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

2.9

The Company and Union support the principles of employment equity and agree that persons from the designated employment equity groups who are in receipt of a scholarship or engaged in a co-operative study programme or supported by public funding may perform functions within the bargaining unit for the purpose of training and learning. Such persons shall be considered as extra persons and shall not be subject to the provisions of this Collective Agreement; and, the use of such extra persons shall not cause the layoff of a bargaining unit employee or be used for the express purpose of avoiding the payment of penalties stipulated in this Agreement. The Company and Union shall agree on the parameters (eg. length) regarding such extra persons prior to them performing any functions within the bargaining unit.

ARTICLE 3 **MANAGEMENT RIGHTS**

3.1

It is recognized that the management of the Company, its control of its properties, management of its operation and maintenance of order on its property, is solely the responsibility of management. Other rights and responsibilities belonging to management of the Company are hereby recognized, prominent among which, but by no means wholly inclusive, are:

- a) the right to decide the number of and location of, establish new or close old or relocate plants;
- b) the selection, procurement, designing and engineering of mechanical and technical equipment which may be incorporated into the Company's plants;

- c) methods, procedures and the standard of operations and work to determine the nature of work in its departments, the content of its programmes, the sole right to the determination and final judgement of news and public affairs content, the extension, limitation, curtailment or cessation of operations and the utilization of labour-saving devices;
- d) the selection, direction, determination of the size of the work force, including the right to make, alter and enforce reasonable rules and regulations to be observed by its employees and that before implementation of new rules and regulations directly affecting the general working conditions, the Company will advise and explain such proposed rules and regulations to the Local Union;
- e) the right to hire, transfer, promote, relieve employees from duty because of lack of work, recall, classify, assign, discipline, suspend, demote, discharge an employee for just cause, direct the work force, maintain order, discipline and efficiency, determine the number of shifts required, adjust the shifts when necessary, schedule, assign, allocate, transfer work in or out of the plant, engage freelancers, sub-contract work out, change job content, reduce the work force, establish specific job functions, discontinue job functions is vested exclusively in the Company, included with which is the right to determine and exercise all other of the functions and prerogatives of management which shall remain solely with the Company except as shall be specifically limited by this Agreement.

The Company agrees that none of the rights set forth in this Article will be exercised in a manner inconsistent with the express provision of this Agreement.

ARTICLE 4 **UNION RIGHTS**

4.1

Employees who are members of the Union at the time of the signing of this Agreement, and any employee who thereafter joins the Union, shall as a condition of their continued employment maintain membership in the Union during the term of this Agreement.

4.1.1

The Union shall not require the Company to terminate the employment of an employee because he has been expelled or suspended from membership in the Union for a reason other than failure to pay periodic dues, assessments or initiation fees uniformly required to be paid by all members of the Union as a condition of retaining membership in the Union.

4.2 Dues check off

During the term of this Agreement, the Company agrees to deduct monthly an amount equal to the uniform dues and/or assessments as levied by the Union. The deductions are to be based on the gross monthly earnings of every employee in the Bargaining Unit.

4.2.1

The present rate of deduction is equal to one and two-thirds percent (1.666%) of gross monthly earnings. The Company will be notified by Registered Mail of any changes in the present rate of deduction.

4.2.2

The Company agrees to remit the monies so deducted to the Union or its nominee monthly by cheque. The Company shall remit such dues by the fifteenth (15th) day of the month, following the month for which the dues are deducted and shall include with such remittance a statement showing the names of the employees from whom the deductions have been made, the respective amounts deducted and the employees within the Bargaining Unit who have left or have joined the Company since the last payment.

4.2.3

The Union agrees to indemnify and save harmless the Company from any liabilities or actions arising out of any deductions, made as a result of this Article, from the wages of an employee and resulting from any irregularities committed by the Union or its officers.

4.3

The Company shall notify, in writing, the acting Senior Executive of the Local Union, or his designee, with a copy to the Regional Office of the Union of the following information as it relates to members of the Bargaining Unit:

- (a) a list of employees showing their names, addresses and classifications ranked according to seniority; any employee who wishes may instruct the Company to submit the Company address instead of their own and have any Union correspondence sent in care of it;
- (b) job postings and salaries of new hires;
- (c) promotions, demotions and transfers;
- (d) merit increases;
- (e) hirings, discharges, suspensions, written warnings, resignations, retirements and deaths;
- (f) job classifications and descriptions;
- (g) information relating to the pension and medical plans;
- (h) the details of any new monetary arrangements made with employees beyond the terms of this Agreement;
- (i) confirmations of probationary periods.

This information shall be given within forty-eight (48) hours, not including Saturday, Sunday or Statutory Holidays.

4.4

Upon reasonable notification, the Company will permit access to its premises by an accredited Union Officer to observe whether the provisions of this Agreement are being complied with. Written approval shall be required in advance of each visit and will not interfere with the normal operations of the Company, and the Union Official will be accompanied by an appointed Company management representative.

4.5

The Company agrees to the posting by the Union of announcements regarding elections, meetings, negotiations developments and the internal affairs of the Union. Copies of all postings will be provided to the Station/Sales Manager or his designee at the time of posting.

The Union agrees that the Company has the right to rebut any posting of the Union.

4.6

A leave of absence without pay may be granted to one (1) employee at a time for a reasonable period, but in any event not to exceed ten (10) working days per year per employee, to represent employees at labour conventions, and congresses or for other Union business. If operationally possible, the Company will allow an employee to exceed the ten (10) day maximum if he is elected to the Executive Council. All requests for such leave of absence shall be submitted at least fifteen (15) working days in advance.

The granting of leave when requests are made less than fifteen (15) working days prior to the posting of the work schedule shall be at the discretion of the Company and provided the Company does not incur any penalty payments.

4.6.1

Two (2) employees will be granted time off with pay to negotiate a renewal of this Agreement. The parties

shall schedule sessions so that there is the least possible disruption to the normal operations of each Department or the employees' performance.

4.6.2

Leave provided for in Articles 4.6 and 4.6.1 shall not constitute a break in continuity of service in the computation of seniority. An employee receiving leave provided for shall continue to receive all the benefits contained in this Agreement.

4.6.3

The Union will select its negotiating committee from at least two (2) different functional groups.

4.6.4

The Union will provide the Company with the names of the Union representatives. With the prior approval of management, Union representatives may be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including the investigation and processing of grievances. In the case of an arbitration hearing, employees who suffer no loss in pay shall only consist of the grievor, the Union President and a maximum of two other employees as witnesses. Witnesses other than the grievor and the Union President shall be released from work for the time necessary to present their evidence and shall thereafter return to work. This Article is not intended to constitute a limit on the number of witnesses who may be required. The request for permission shall not be unreasonably withheld. All approved time spent in performing duties shall be considered time worked.

4.6.5

It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the permission of Management.

4.7

When the Income Tax T-4 slips are made available, the Company shall include, on the slip, the amount of Union dues paid by each Bargaining Unit member in the previous year.

ARTICLE 5 **NON DISCRIMINATION**

5.1

There shall be no discrimination by the Employer in refusing to continue to employ or, during the course of employment, to differentiate adversely in relation to an employee for reasons of race, national or ethnic origin, colour, religion, sex, sexual orientation, marital or parental status, conviction for which a pardon has been granted or for which a full sentence has been served, physical handicap, membership in a trade union, political affiliation or activities, or age, unless such discrimination is based upon a bona fide job requirement.

5.2

The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Union, or because of his activity or lack of activity in the Union.

ARTICLE 6 **STRIKES, LOCK-OUTS & STRIKE BREAKING**

6.1

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there will be no strikes, picketing, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lock-outs.

6.2

The Company recognizes the employee's right to refuse to work at any Radio or TV station, transmitter, studio or property where a legal strike is in progress and will not require any employee to engage in any operation that will be detrimental to any legal strike, outside CTV Inc. and associate companies.

6.3

No employee shall be penalized in any manner for crossing or refusing to cross a legally constituted picket line.

6.4

Should the Union claim that a cessation of work constitutes a lock-out, it may take the matter up with the Company as Step 2 of the Grievance Procedure.

ARTICLE 7 **GRIEVANCE PROCEDURE**

7.1

In the event of a dispute between any member of the Bargaining Unit or any group of members of the Bargaining Unit and the Company, in reference to the application, administration, interpretation or alleged violation of this Agreement, the following shall be the procedure for the adjustment and settlement thereof:

Step 1 - Within ten (10) working days following the events or knowledge by the employee of the events on which the grievance is founded or which gave rise to the grievance, the employee may take the matter up with his Department Head or his designee by presenting the grievance in writing. The employee may be accompanied or represented by a member of the Grievance Committee. The Department Head or his designee shall reply in writing within ten (10) working days of the presentation of the grievance. Failing a settlement of the grievance or a reply, the employee may proceed to Step 2.

Step 2 - Within five (5) working days from the expiration of the ten (10) day period referred to in Step 1, the Grievance Committee, comprising up to two (2) employees and a representative of the Union, if so desired, may take the matter up with the Station/Sales Manager or his designee. The written grievance and reply, if any completed in Step 1, must be presented. The Station/Sales Manager or his designee shall reply in writing within seven (7) working days from the presentation of the grievance under Step 2.

Step 3 - If final settlement of a grievance is not reached at Step 2, the dispute shall be referred to the Station/Sales Manager or his designee and the Union Regional Office representative who will be accompanied by the Local President for further discussion and consideration. In the event that the representative of the Company and the Union cannot reach an agreement, this dispute may, by written notice of either party to the other party, be submitted to binding and final arbitration or the Expedited Mediation/Arbitration Procedure within thirty (30) calendar days of the last scheduled meeting under Step 3.

Notwithstanding the formal arbitration procedure, the parties undertake to refer all grievances which are still outstanding subsequent to Step 3 of the Grievance Procedure to the Expedited Mediation/Arbitration Procedure. Either party can exercise its right to proceed to formal arbitration regardless; however, the parties anticipate that this would normally apply only to dismissal or Policy grievances.

- a) The parties agree that the Expedited Mediation/Arbitration Procedure is an informal and accelerated dispute resolution mechanism to facilitate a speedy settlement of grievances by a sole mediator/arbitrator referred to as "the Chair".
- b) The sole mediator/arbitrator shall be Bruce Outhouse. In the event that Bruce Outhouse cannot meet with the parties within the time limits of the Collective Agreement, the parties shall request another arbitrator, selected in accordance with clause 7.3, to assist the parties in accordance with this Expedited Mediation/Arbitration Procedure.
- c) The grievance shall be presented at hearings held under this procedure by representative(s)

of the Company and the Union and neither party will designate a representative who is a dues paying member of any Law Society.

- d) The parties shall meet at least one week prior to the hearing in order to exchange: a copy of any document they intend to use during the hearing (including precedents, authorities) and a list of witnesses. This meeting shall also be used for the purpose of reviewing the grievance and, in collaboration, endeavouring to establish an Agreed Joint Statement of Facts. If either party becomes aware of additional information after this meeting then the other party shall be advised of that information immediately.
- e) The parties shall endeavour to minimize the use of witnesses in the Expedited Mediation/Arbitration Procedure.
- f) The other provisions of the Collective Agreement shall fully apply to the Expedited Mediation/Arbitration Procedure except to the extent they are modified by this Letter of Agreement.
- g) The hearing shall be governed by the following parameters:
 - i) Pursuant to Item d) above, a brief of the documents, precedents, authorities, list of witnesses and, if possible, an Agreed Joint Statement of Facts will be provided to the Chair at least a day prior to the scheduled hearing.
 - ii) All presentations are to be short and concise with:
 - 1) A comprehensive Opening Statement that deals with the facts and Articles of the Collective Agreement upon which reliance is placed.
 - 2) The Response to the Opening Statement will cover any facts which are in dispute and any additional facts.
 - 3) As most facts will have been agreed upon, witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.
 - 4) Arguments will be presented only to points in issue and should not exceed one hour in duration or five typed pages of single spacing.
 - 5) Unless both parties agree, written submissions, precedents or authorities shall not be delivered to the Chair after the hearing.
 - 6) The Chair shall have the power to accept any evidence which is believed to be reliable and relevant, whether allowed as evidence in a Court of Law or not, and shall give it the appropriate consideration and weight in reaching a decision.
 - 7) The hearing will be conducted in an informal manner.
 - 8) The parties will endeavour to ensure that the hearing does not exceed eight hours.

- 9) In addition, the Chair is encouraged to mediate the issue at any stage as the representatives have the authority to settle the issue at the table.
- h) At the conclusion of the hearing the Chair's decision shall be in accordance with the following parameters:
- i) Rendered verbally either immediately or, at the latest, within three days of the hearing.
 - ii) Confirmed in writing within three calendar weeks of the hearing.
 - iii) The written decision shall set forth a brief explanation of the facts and the terms of the Collective Agreement and/or law relied upon for the decision.
 - iv) Without precedent or prejudice to future proceedings unless otherwise agreed in writing by the parties.
 - v) Binding on both parties.
 - vi) Consistent with the terms of the Collective Agreement.

7.1.1

Notwithstanding Article 7.1, any grievance concerning the dismissal of an employee shall be submitted directly to the Station/Sales Manager or his designee(s) at Step 2 within ten (10) calendar days of the discharge.

7.2

If either of the parties considers that this Agreement is being misunderstood, misinterpreted or violated in any respect by the other, the matter may be submitted as a written grievance and discussed between representatives of the Company and the Union Grievance Committee who may be accompanied by a Union representative. If not satisfactorily settled within ten (10) working days of the above meeting, either party may refer the matter to arbitration.

7.3

If either party, following exercise of the grievance procedure, wishes to refer a matter to arbitration as provided in Article 7 hereof, it shall, within thirty (30) days of the completion of the last meeting contemplated in Step 3 hereof, give to the other party to this Agreement written notice of its intention to arbitrate at the same time specifying one of the following list of arbitrators as being not acceptable:

- Innis Christie
- Greg North
- Bruce Outhouse
- Judge J. A. MacLellan
- Bruce Kydd

The party receiving the said notice of intention to arbitrate shall, within two (2) working days, by way of telephone, acknowledge receipt of the said notice and, at the same time, specify one of the remaining list of arbitrators as being not acceptable; thereafter, the party submitting the matter to arbitration shall reciprocate by striking one of the remaining arbitrators from this list and the parties shall continue to alternate striking names from the list until such time as a single name remains on the list and he shall be deemed thereby to have been appointed the arbitrator to hear the matter in dispute by mutual agreement of the parties, and he shall be notified forthwith as provided for in the letter in Appendix A to this Agreement. In the event that the arbitrator so appointed should prove unable to hear the case, the selection process shall be repeated again from the beginning.

7.3.1

The hearing must commence within six (6) weeks (or as mutually agreed by both parties) from the date of acceptance by the arbitrator to the hearing of the grievance.

7.3.2

Should no arbitrator from the panel be available, and failing agreement in selecting an alternate arbitrator, either party may request the Minister of Labour to appoint an arbitrator.

7.3.3

The decision of the arbitrator shall be final and binding upon the parties and upon any employee affected by it.

7.3.4

The parties will jointly bear the expense of an arbitrator in equal portions.

7.4

At any stage of the Grievance procedure, including arbitration, all reasonable arrangements will be made to permit the conferring parties to have the assistance of the employees concerned and any necessary witnesses, to have access to the plant, and to view disputed operations, provided that such arrangements do not cause unnecessary cost to the Company or interfere with Company operations.

7.5

If it is determined by the arbitrator that any employee has been suspended or dismissed, or otherwise disciplined, for proper cause, the arbitrator may change or amend such penalty and give an award that seems just and reasonable in all circumstances.

7.6

If it is determined by the arbitrator that any employee has not been suspended, discharged or disciplined, for proper cause, the arbitrator may make any decision which is just and equitable and which may or may not include full reinstatement of the employee.

7.7

The arbitrator shall have the jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the grievance or dispute, but shall not have any jurisdiction or authority to alter in any way or to add to or to subtract from or modify any of the terms of this Agreement.

7.8

Any and all time limits fixed by this Article may be extended or shortened by mutual agreement between the Company and the Union.

7.9

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

ARTICLE 8
REPORTS ON PERFORMANCE

8.1

Any reprimand by the Company on the employment or work performance of any employee shall be made in writing and a copy shall be forwarded to the employee and a copy to the Union. If this procedure is not followed, the reprimand shall not form part of the record of the employee or affect his job status in any way.

8.2

A reprimand must be made during the period of ten (10) working days following the occurrence of the

incident or knowledge by the Company of the incident on which it is founded. If this procedure is not followed, the reprimand shall not form part of the record of the employee or affect his job status in any way.

8.3

An employee shall have the right to submit a reply within five (5) working days after he has been given the reprimand. Such reply will become part of his record.

8.4

Upon request, an employee may review his personal file in the presence of management personnel, and with the approval of the employee, a Union Officer may also have access to the employee's file.

8.5

No report on performance, letter of reprimand or notice of discipline shall form part of an employee's record for more than eighteen (18) months.

8.6

An employee shall have the right to have a Union representative present at any meeting with management where the work performance of that employee is discussed that may result in disciplinary action.

8.7 Dismissal, Discipline & Demotion

Dismissal or discipline of an employee shall only be for just and sufficient cause. It is agreed that dismissal or discipline may be subject to the Grievance Procedure. An employee dismissed for just and sufficient cause shall be entitled to receive all accrued vacation and holiday pay.

8.7.1

Demotion shall not be used as a form of discipline. An employee may be demoted only at his own request, or as a result of a lay-off, as described later in this Agreement.

ARTICLE 9 **SENIORITY RIGHTS**

9.1

Company seniority, for the purpose of this Agreement, is equal to length of continuous service and shall be deemed to have commenced, upon completion of the probationary period, from the date of hiring.

9.2

Functional group seniority shall be measured by the length of Company seniority in the functional group as defined in Article 2.3.

9.3

The seniority of an employee may be affected according to the following situations:

- (a) an employee with seniority of one (1) year or more who resigns may take his accumulated seniority up to the time of resignation if he is rehired as an employee of the Company within twelve (12) months after he resigns;
- (b) an employee who has less than one (1) year of service at the time he is laid off retains his seniority rights for a period of six (6) months after which he shall be considered as discharged;
- (c) the employee who has more than one (1) year of service at the time he is laid off retains his seniority rights for a period of twenty-four (24) months after which he shall be considered as being discharged;
- (d) on a leave of absence without pay the seniority of an employee shall cease to accumulate except for an employee with past service who shall see his seniority accumulate for one (1)

month for each year of past service;

- (e) on a leave of absence of less than one (1) month, the seniority of an employee shall not be affected.

9.4 Promotions and Transfers

Both the Union and the Company agree that whenever vacancies occur in classifications within the Bargaining Unit, the employees of the Company shall be given the first opportunity to apply for the job. The Company will post the vacancy for at least five (5) full working days and employees may file applications for the position within that period. The position in the Bargaining Unit shall be awarded by company seniority, provided the employee meets the qualifications for the position. Such qualifications shall be determined by the Company in advance, and shall be included in the posting. Only when the Company has exhausted all other possible choices from applications within the Bargaining Unit may the position be filled from the outside. Employees who apply for positions in their own classification shall be responsible for their own moving costs.

9.4.1

An employee who has completed his probationary period as provided for in Article 2.4.1 and who has not left the employ of the Company, will not, under any circumstances, be required to complete an additional probationary period; however, an employee promoted or transferred to another classification requiring a different skill will perform a three (3) month trial. If the Company, while not acting in bad faith or in a discriminatory manner, concludes that he is unsuited for the new position, it may remove him from that position. The employee's previous position, seniority and salary will be made available to him and any person that had moved into that position will be displaced back to their former position, and so on, until all persons who had moved have been returned to their former positions. At the conclusion of a successful trial period, the employee's promotion or transfer will be made permanent and he will be so advised in writing. In all cases of trial, promotion and/or transfer, the higher classification will be paid.

9.4.2

Without his consent, no employee shall be permanently transferred to another job classification and the employee will not be penalized by such refusal.

9.4.3.

No employee shall be transferred to a position outside the Bargaining Unit without his consent, and the employee will not be penalized for such refusal.

9.4.4

An employee having attained one (1) or more years of service may refuse a transfer to another location without prejudice to his actual employment.

9.5 Layoffs

When layoffs of employees are to be made, the Company shall determine what jobs are to be left vacant or abolished and the number of employees to be laid off.

9.5.1

The Company will copy the Union on an employee's notice of layoff, or on a pay in lieu of notice provided in accordance with Article 9.5.5.

9.5.2

within five (5) calendar days of a notice of layoff to an employee, the following procedure shall apply:

- (a) A Labour/Management Committee, consisting of two (2) Union and two (2) Management representatives will be formed to examine the possibility of relocation, by seniority, of employees. In the case where it is determined that an individual possesses the qualifications, he shall be assigned the job classification;

- (b) should the Committee decide that relocation is not possible, then the normal layoff procedure will apply.

9.5.3

When employees are to be laid off, such layoffs shall proceed in an inverse order of functional group seniority within the groups defined in Article 2.3.

9.5.4

In the event of a layoff, an employee who has acquired experience and qualifications to perform the necessary requirements of a job in another functional group may transfer to that functional group and displace a less senior employee. If the transfer is not possible, the normal lay-off procedure will apply.

9.5.4.1

An employee who has reverted through lay-off to a lower rate job classification shall continue to receive his previous salary if that salary is within the minimum and maximum of the salary range of the lower rate job classification. Thereafter, the employee shall progress up the salary scale in his/her new job classification on the anniversary date of his/her former job classification. The amount of the progression shall be the increment between the two steps on the salary schedule which he/she is "in-between". Should the employee's previous salary be more than the maximum salary of the lower rate job classification then he/she shall revert to the maximum salary of the lower rate job classification.

9.5.5

An employee who is to be laid off will be notified two (2) months in advance or may obtain two (2) month's salary in lieu. In the case of automation, notice or pay in lieu shall be provided one hundred and twenty (120) calendar days in advance.

9.5.6

In the case of layoff or future change in the employees' working conditions or job security due to the introduction of automation, the Company will agree to the following conditions:

- (a) The Company will give the Union and the affected employees as much advance notice as is practical, but not less than one hundred and twenty (120) calendar days notification of such layoffs or change. Notice or pay in lieu shall be in accordance with Article 9.5.5 plus all other benefits including severance pay for the same period.
- (b) The Company shall, in writing, state the nature of the changes contemplated and the number of jobs likely to be affected. Upon receipt of such notice by the Union, the parties shall arrange a meeting or meetings for the purpose of minimizing hardship to the employees affected by providing, where possible, alternative employment within the Company. Such alternative employment shall be available to the affected employee by bumping in the manner defined earlier for layoff.

The Company and the Union will attempt to obtain employment outside the Company for the employee who cannot exercise bumping rights. It is agreed that there is no obligation for the employee to accept such outside employment. The Company will provide such employees reasonable paid time off for employment interviews provided other employees are available to do the work.

- (c) The parties agree that in the event of the layoff of twenty-five percent (25%) or less of the bargaining unit due to technological change, the Canada Labour Code, Part I, Sections 52, 54, and 55 do not apply.

9.6

When vacancies occur, the Company agrees to give notice in writing, by Registered Mail, to the former employee's last known address. The employee must notify the Company of his intentions within seven (7) days of delivery of the notice by Registered Mail. The Company agrees to recall, in order of seniority, laid-off employees with the occupational qualifications for such vacancies, provided that:

- a) an employee may refuse to accept a recall to a vacancy in a different classification without forfeiting his right of recall to his former classification;
- b) an employee may refuse to accept a recall to a vacancy in a classification with a lower salary than the classification from which he was laid off without forfeiting his right of recall;
- c) an employee may accept, on a temporary basis, options (a) or (b) without losing his right to recall to a vacancy in his former classification or a vacancy in a classification with the same salary;
- d) an employee may accept, on an interim basis, a part-time position without losing his right to recall to a full-time position;
- e) an employee who accepts a recall shall be paid at the rate in the classification to which he has been recalled which is at the same step he occupied in his former classification.

9.7 Severance Pay and Benefits Coverage Continuation

In the case of layoff, the employee is entitled to a severance payment and benefits coverage continuation based on the following formula:

- a) **three (3) times regular weekly salary for each year or part year of employment as of the date of layoff;**
- b) and partial coverage under the **Summary of Your Group Benefits Plan** will be continued for the laid off employee for a time period based on one (1) week for each year or part year of service **to a maximum of fifty-two (52) weeks**. The only portions of the **Summary of Your Group Benefits Plan** coverage to be continued are: medical benefits, dental care, vision care and hospital expense benefits. Those portions of the **Summary of Your Group Benefits Plan** which will not be continued are Long Term Disability, Short Term Disability, Life Insurances and Out-of-Canada coverage, **Basic and Travel Accidental Death and Dismemberment Insurances**; and, nursing case claims and drug claims are each limited to a total Of \$5,000.00 during the term of the extended coverage.

The employee may elect to either wait thirty (30) days and obtain his full severance payment in one (1) lump sum or to receive his severance payment in a weekly salary until either the total severance payment is exhausted or he is called back to work. In the event that he is called back to work, and his severance payment has not been exhausted, the balance of the severance pay accumulated and not paid during the layoff will continue to accumulate to the credit of the employee. In the event of a subsequent layoff, only the balance of the severance pay not paid in the previous layoff, in addition to any severance pay earned since the previous layoff, will be paid.

ARTICLE 10 **JURISDICTION AND DUTIES, JOB DESCRIPTIONS**

10.1

The Company agrees not to assign to any other person duties normally performed by members of the Bargaining Unit except with regard to the following:

- (a) supervisory and management personnel who may perform such duties for evaluation of new equipment or to assist a member of the Bargaining Unit, or when no employees are available, including on an overtime basis;
- (b) the Director of Engineering who may continue to perform his normal job functions in the execution of his job requirements;
- (c) where the duties performed are outside the Grade "A" broadcast signal at CJCB-TV and its

repeaters, or where the duties are performed by employees of the Company sent in from outside the said signal area for the purpose of and in accordance with the existing practices and procedures.

It is agreed that these situations will not be used to circumvent the provisions of this Agreement.

10.1.1

The Company agrees that if any change in method or machinery that could affect the assigning of duties normally performed by members of the Bargaining Unit occurs that such new work will still be considered to be "duties" and only assigned to Bargaining Unit members.

10.2 Contracting Out

The Company agrees not to transfer, assign or subcontract any work or duties normally performed by members of the Bargaining Unit to any other person or to any other Company or its employees if the effect of such a transfer, assignment or subcontracting of work or duties would result in the layoff of a member of the Bargaining Unit, or results in the failing to fill a vacancy, or failing to hire a full-time employee into the Bargaining Unit, or for the express purpose of avoiding the payment of penalties stipulated in this Agreement.

10.3

It is understood and agreed that job descriptions listed in and forming Appendix "B" to this Collective Agreement are intended as general outlines of the parameter of the jobs in the Bargaining Unit and it is not intended that the individuals so classified shall perform only the tasks specified in his particular description nor is it intended that the individual has exclusive rights to perform the tasks specified in his particular description.

10.3.1

Employees required to perform in a classification different from their regular classification for which they have not received adequate training, shall not be penalized for errors committed during such performance.

10.3.2

The Company shall notify the Union and provide a job description within ninety (90) days for:

- (a) any significant change contemplated to the duties, tasks or responsibilities of the jobs covered by this Agreement;
- (b) any new job to be created or declared by the Company, adjudicated or jointly deemed to be the jurisdiction of the Bargaining Unit;
- (c) the wage group in which the Company intends to classify a new job or a job whose duties, tasks or responsibilities have been changed after the signature on this Agreement.

10.4

If a new classification or significantly changed job is not covered under salary schedules, the Company, in conjunction with the Union, will establish a remuneration level. Remuneration for a new classification or significantly changed job shall be based on the existing salary schedules.

10.5

Should the parties fail to agree on the job definition or remuneration, either of them may take the dispute to arbitration in accordance with the Grievance Procedure.

10.5.1

The arbitrator's award shall be effective from the date an employee fills a new classification, or if there has been a significant change to the duties, tasks or responsibilities of a classification, from the date of the grievance.

ARTICLE 11
EMPLOYEES BENEFITS

11.1

The Union recognizes the non-contributory benefits contained in the Company Employee Benefit Plan in respect to:

- medical benefits;
- dental care;
- vision care;
- hospital expense benefits;
- disability income;
- life insurance;
- accidental death and dismemberment insurance.

and the Company agrees not to reduce the benefits referred to above during the life of this Agreement.

A description of **the** benefits **regarding Life Insurance, Dependant Life Insurance, Extended Health Care (including vision care), Dental Care, Basic Accidental Death and Dismemberment, Travel Accidental**

Death and Dismemberment and Long Term Disability is provided in the Summary of Your Group Benefits Plan booklet issued August, 2001 as updated from time to time in accordance with the master policy between the Company and its insurance **carriers**.

Notwithstanding the non-contributory reference in the first paragraph above, effective January 1, 2003, all full-time employees shall pay one hundred percent (100%) of the Long Term Disability benefit premium through payroll deduction which premium is determined by the insurance carrier from time to time.

In addition, all full-time employees hired after December 31, 2002 shall pay one hundred percent (100%) of the Long Term Disability benefit premium and twenty percent (20%) of the premium for all

other benefits as described in the Summary of Your Group Benefits Plan booklet through payroll deduction which premiums are determined by the insurance carrier from time to time.

11.2

All bargaining unit members who were members of the Company's Defined Benefit Pension Plan as of December 31, 2000 shall continue their membership in accordance with the terms and conditions of the Defined Benefit Pension Plan; and, there will be no change which has the effect of detracting from the Defined Benefit Pension Plan or reducing the benefits payable pursuant thereto.

The Company shall introduce a Defined Contribution Pension Plan within two weeks of the signing of a Memorandum of Settlement regarding an arbitration award by Arbitrator Bruce Outhouse dated August 7, 1998. All full-time bargaining unit employees, in accordance with Item 7. of the aforementioned Memorandum of Settlement, shall be eligible to join either the Defined Contribution Pension Plan or the Defined Benefit Pension Plan in accordance with the terms and conditions of those Pension Plans.

Eligible employees must join one of the two Pension Plans. The employees must complete all required documentation for joining by the deadline date established by the Company. Thereafter, there shall be no new bargaining unit members admitted to the Defined Benefit Pension Plan; instead, the Defined Contribution Pension Plan will be the only Pension Plan that employees shall join. If an employee does not complete the required documentation by the deadline date, the Company shall enrol that employee in the Defined Contribution Pension Plan.

Participation in the Defined Contribution Pension Plan for all full-time employees with less than one (1) year of service on the date of signing of the above mentioned Memorandum of Settlement and for all full-time

employees hired thereafter shall be mandatory.

The Pension Plans shall, at all times, be subject to the terms and conditions of applicable legislation.

11.2.1

Each employee shall receive an annual statement detailing the Pension Plan benefits attributed to the employee.

11.3 Illness & Disability

The following shall apply in regard to disability or illness:

- (a) An employee absent due to illness or disability shall inform a designated management member of his absence as soon as possible and shall state the cause of his absence and the expected time he will report back to work.
- (b) The employee shall provide a medical certificate of his illness or disability, if requested to do so by the Company.
- (c) The Company may require an employee to immediately undergo a medical examination by his/her physician and to authorize his/her physician to discuss the employee's medical condition and test results with a physician selected by the Company; however, where deterioration of work performance is suspected to be the result of substance abuse, the Company may require the employee to undergo an immediate medical examination by a physician of its choice and at its expense. This may be necessary in order to establish the state of health of an employee, as a safeguard for other members of staff, or to determine the cause of excessive absenteeism. It is agreed that the Company's physician will respect the medical confidentiality of the employee and will simply state in the report to the Company whether the employee is well enough to return to work and/or will not affect the health of others or whether the excessive absenteeism has cause. The report shall also provide a prognosis regarding the employee's condition. This article does not supersede the requirements of the Company's insurance carrier.
- (d) Disability Income obtained fraudulently shall be considered as sufficient grounds for discipline of an employee by the employer. Excessive Disability Income obtained fraudulently shall be considered as sufficient grounds for dismissal of an employee by the Company.
- (e) An employee in receipt of disability income may be required to return to work to perform their job duties in a reduced capacity, or on a temporary basis subject to the Company providing his physician with a description of the duties to be performed and the physician's concurrence that the employee could perform the described duties.
- (f) Inability to work because of pregnancy shall not be considered as illness; however, should illness occur as a result of pregnancy, then it shall be covered under Article 11. If a physician verified illness predates the commencement of maternity leave, then disability income applies until the illness is physician verified as over; if the illness post dates the commencement of maternity leave, then no disability income will be paid until the maternity leave or child care leave applied for expires.
- (g) Should an employee fall ill while on vacation **with the result, as certified by the attending physician's written confirmation, that the individual was confined to a hospital bed or had to be bedridden at her place of residence for more than two (2) days**, disability income will be paid and the unused days of vacation will be credited to the employee.
- (h) An employee shall have her earned vacation entitlement and vacation accrual rate frozen at the time that she begins to receive Long Term Disability benefits; and, upon her return to

work, this earned vacation entitlement shall be provided (or as otherwise agreed with the Company) and her vacation accrual rate shall begin again.

11.3.1

An employee in receipt of benefits under the Long Term Disability Plan because of his illness or his incapacity to perform services caused by his disability shall be considered to be terminated after:

- (a) the employee has received Long Term Disability benefits for at least twenty-four (24) months; and,
- (b) the employee has been deemed to qualify for continued receipt of Long Term Disability benefits by the insurance carrier.

11.3.2

The Company and the Union recognize the need to provide disabled employees with reasonable accommodation (without undue hardship) so that an employee is not denied employment opportunities for reasons unrelated to ability. The Company and the Union agree to endeavour to apply this paragraph to employees who have received Long Term Disability benefits for twenty-four (24) months but who are not deemed to qualify for continued receipt of such benefits by the insurance carrier, prior to considering that the employment of the employee is terminated.

11.4

Bereavement Leave - In the event of the death of a member of the employee's immediate family (ie. spouse, parent, guardian or child) bereavement leave on any of his normal working days that occur during the five (5) days immediately following the death shall be granted with pay.

11.4.1

In the event of a death of an employee's sister, brother, father-in-law, mother-in-law, **grandparent or grandchild** or any relative currently residing in the employee's household or with whom the employee resides, bereavement leave on any of his working days that occurs during the three (3) days immediately following the death shall be granted.

11.4.2

In the event of the death of an employee's brother-in-law, **sister-in-law**, the employee shall be granted one (1) day of bereavement leave with pay, provided the funeral is on one of the employee's regularly scheduled work days and the employee attends the funeral.

11.4.3

An employee can, upon notice to the Company, take extra offs or vacation accumulated under Article 13.8 for Bereavement Leave in situations not covered in Article 11.4 and its sub-articles (e.g. death of a niece, nephew or close friend); provided that an alternate qualified employee is available to replace the employee taking the leave. The Company will not incur any penalty to other employees as a result of the operation of this clause.

11.4.4

In exceptional circumstances, an extension to these time periods may be granted, at the sole discretion of the Company.

11.4.5

The Company may require the employee to produce proof of the need for such leave.

11.5 Emergency Leave

The Company shall not unreasonably deny a request from an employee for emergency leave with pay of one (1) day or less provided that the employee provides full details of the emergency; and, based on that information, the Company agrees that it is an emergency (e.g. snow storms are not an emergency). The Company shall have the sole discretion to determine if paid and/or unpaid leave for a longer period will be

granted.

11.6

Appointment Leave - The Company will grant leave with pay to an employee for medical, dental and eye appointments where sufficient notice for re-scheduling is given by the employee. Employees shall, wherever possible, schedule such appointment for times other than their scheduled work hours.

11.7

An employee required to serve as a juror or subpoenaed as a witness in any legal proceeding shall be considered as being on leave with pay, with any remuneration received from the Court or the parties subpoenaing, as the case may be, to be paid to the Company. The employee shall notify his supervisor of the date and time of attendance at Court. Such employee shall only be required to return to work if their jury or witness duty comprises less than six hours until released from duty on that date and such hours shall be considered as time worked.

11.8

Maternity Leave - Every employee who has completed six (6) consecutive months of continuous employment with the Company shall be entitled to maternity leave without pay consisting of a period not exceeding seventeen (17) weeks if confinement occurs on or before the date of expected delivery specified in a certificate from a qualified medical practitioner or the aggregate of seventeen (17) weeks and an additional period equal to the period between the anticipated date and the actual date of delivery, if the confinement occurs after the date specified in the certificate. Maternity Leave shall begin no earlier than eleven (11) weeks before the anticipated date of delivery set out in the certificate.

11.8.1

Employees who **become** natural or adoptive parents, having completed six (6) consecutive months of employment and who also assume active care and custody of a new-born or newly adopted child are entitled to parental leave without pay of up to thirty-five (35) weeks. Such parental leave may be in addition to maternity leave.

11.8.2

Application for such leave shall be made four (4) weeks in advance of the first (1st) day of leave. Such application will be accompanied by a practitioner's letter disclosing the date of delivery or adoption.

11.8.3

During maternity and/or parental leave, the benefits provided in Article 11.1 shall continue.

11.9

Educational Seminars - An employee required to attend a Company approved seminar or educational course related to the industry and not required to work that day shall receive for that day;

- (a) on a scheduled work day, his basic rate of pay for his scheduled tour of duty of eight (8) hours;
- (b) on a scheduled day off, his basic rate of pay for hours of attendance to a maximum of a normal tour of duty of eight (8) hours.

No overtime will be paid while employees are attending courses in accordance with this Article.

11.10

Employees with five (5) or more years of service will be entitled, upon request and availability of qualified temporary employees as determined by the Company, to a maximum of twelve (12) months leave of absence without pay provided that the employee will not:

- a) be engaging in activities contemplated by Article 14.4 a) and/or b); **or,**
- b) **will not use the leave for the purpose of working for another Employer except if the employee uses the leave to run for elected office either provincially or federally or for**

a certified trade union and is elected.

It is agreed that employees may be entitled to take such leave of absence only once every five (5) years. Only one (1) employee at one (1) time may be permitted such leave.

ARTICLE 12
TRAVELLING EXPENSES AND PROVISIONS

12.1

The Company, upon presentation of receipts, shall reimburse each employee for all necessary in-town and out-of-town travelling and other expenses when such travel is authorized by the Company.

12.2

Employees will not be required to use their own vehicle for Company business. An employee agreeing to use his car in the execution of his work, with the authorization of the Company, shall receive an indemnity equal to at least twenty-five cents (\$.25) per kilometre, or such higher rates as determined by Company policy, with a minimum payment of three dollars (\$3.00) for each completed trip.

When an employee, on Company business, is involved in an accident resulting in damage to his car and the amount of the damage cannot be recovered from any other person or persons, the Company shall reimburse the employee for the deductible amount of his insurance plan to a maximum of two hundred and fifty dollars (\$250.00), provided the employee is not convicted of having committed a criminal or motor vehicle offence in relation to the accident.

12.2.1

The Company agrees to maintain adequate liability insurance on all vehicles owned or leased by the Company which it requires an employee to drive.

12.3

Expense money shall be provided to an employee before he is sent out of town on Company business. The employee will account for all such expenses on forms prescribed by the Company, and will reimburse the Company for all money advanced for which the employee cannot account as expenses.

12.4

Employees shall be reimbursed for all authorized expenses made for and on behalf of their assignments. All expense claims are to be submitted within five (5) days of returning from an assignment. Reimbursement for authorized expenses will be made within two (2) weeks of a claim being submitted.

12.5

Employees on out-of-town assignments who require overnight accommodation shall receive single occupancy accommodation at the Company's expense where available at the locations concerned.

12.6

For pay purposes, employees engaged in authorized travelling on an assignment for the Company shall be credited with the time consumed as follows:

- (a) from the scheduled time of the carrier's departure when the employee leaves from his home for travel by common carrier. If the carrier's departure is delayed more than one (1) hour, the employee shall so advise the Company.
- (b) from the assigned hour of departure from his home when an employee travels by automobile direct to the assignment;
- (c) from the time he leaves his normal place of employment when the employee reports there before proceeding to travel;
- (d) from the assigned hour of departure from his lodgings when an employee is using overnight

accommodation.

12.6.1

Time credited for the return journey under the above conditions shall be computed in the same manner.

12.6.2

In cases of routine transmitter servicing, any stand-by time at the transmitter site resulting from hours of travel to the site, at the convenience of the employee, shall not be counted in the computation of the working hours for overtime or for other forms of penalties.

12.6.3

When any travel is authorized, all time travelled shall be considered as hours worked and subject to this Agreement, except in the case of persons who are travelling to attend a Company paid course.

12.7

When an employee is required to work at a studio or a remote location other than his normal place of employment, he shall be credited with all the necessary time consumed in transit between such normal place of employment and any other studio or remote location, and return.

12.8

The Company will not be required to reimburse employees for parking tickets unless the violations were justifiably incurred while performing a work assignment. Payment will be approved if tickets are presented within the initial period provided for payment. If not presented within the provided period, the Company will pay only the amount of the initial charge. Payment will not be approved unless an explanation of the circumstances leading to the ticket is provided in writing at the time of the request for reimbursement.

12.9

In the event that an employee is requested to perform an assignment at a location outside Nova Scotia, he may enter into an agreement with the Company regarding the terms of such assignment which includes a waiver of the provisions of this Agreement regarding items such as: scheduling, hours of work, and overtime.

ARTICLE 13
HOLIDAYS AND VACATIONS

13.1

Every employee is entitled to and shall be granted a holiday with pay on each of the following holidays which shall be considered as a paid holiday:

New Year's Day
Good Friday
Victoria Day
Canada Day
Labour Day

Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
Monday in Action Week

plus any other proclaimed by the Federal authority or any declared as a Company Holiday. In addition to the holidays listed above, one (1) additional holiday will be granted and taken each calendar year at the mutual discretion of the employee and the Company. In the case of new employees, the additional holiday shall be credited after three (3) months seniority. The additional holidays shall be taken in the calendar year in which it is earned.

13.1.1

Full-time employees who advise the Company, upon hiring or after, providing three (3) months notice, that for ethnic, racial or religious reasons they hereinafter wish to observe a holiday other than the above listed holidays with pay, may request that one of the holidays with pay, and/or the additional holiday will be considered as a normal working day and that another day be substituted and that the substituted holiday

shall be treated as a holiday with pay for the purpose of this Agreement. Should the substitution request be made in place of the above listed holidays with pay of Boxing Day, Christmas Day, or New Year's Day then Articles 13.9, 13.10 and 13.11 shall not apply to that employee.

13.2

An employee shall not have his weekly wages reduced for a week in which a paid holiday, mentioned in Article 13.1 occurs.

13.3

If a holiday falls on a scheduled work day and the employee is not required to work, he shall receive his normal basic pay for that day.

13.4

When a paid holiday falls on an employee's scheduled day off, and he is not required to work, he shall be entitled to one (1) additional day off. This day shall be deemed as extra off.

13.5

If a holiday falls on a scheduled work day, and the employee is required to work, he shall receive in addition to his normal weekly wages, one-half (1/2) his hourly rate for each hour worked, with a minimum credit of eight (8) hours, and shall be entitled to a day off which shall be deemed as extra off. Any hours worked or credited in excess of eight (8) hours, shall be paid at the rate of two and one-half (2 1/2 x) times the basic rate. Any hours worked or credited in excess of twelve (12) hours shall be paid at the rate of three (3 x) times the basic rate.

13.6

When an employee is working on a paid holiday which is also his scheduled day off, he shall receive, in addition to his normal weekly wages, three (3) days as extra off. Any hours worked or credited in excess of eight (8) hours, shall be paid at the rate of three times the basic rate. Any hours worked or credited in excess of twelve (12) hours shall be paid at the rate of three and one-half (3 1/2) times the basic rate.

13.7

An employee on vacation on a paid holiday shall be entitled to an additional day off which shall be deemed as extra off.

13.8

Days of extra off and overtime, can be accumulated or taken in part or in whole at any time, except one week prior to and during a ratings period, provided that the Company is given three (3) weeks notice, and provided that staff is available and provided that any accumulated extra off to be added to the vacation period does not exceed one (1) week. If because of unavailability of staff an employee is denied his request, he shall be so notified within one week of receipt of his written request by his supervisor. An employee may request the Company to add accumulated extra off in excess of five (5) days to his vacation period, only if this request does not interfere with the vacation period choice of a less senior employee. If at any time the employee elects to take money in lieu of any or all of his extra off, he shall notify the Company at least one (1) month in advance and shall be paid in the following pay period. The rate of remuneration shall be his daily rate for such extra off days accumulated.

13.8.1

Such days of extra off or time off in lieu of overtime payment must be taken in time or in money within twelve (12) months of their having been earned.

13.8.2

The additional holiday (Article 13.1) shall be considered an Extra Off for scheduling purposes.

13.8.3

Notwithstanding Articles 13.4, 13.5, 13.6, 13.7, 13.8, 13.8.1 and 13.8.2, the final decision to allow the "extra off" to be accumulated or paid out at the time it is earned shall be at the sole discretion of the Company.

13.9

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

13.10 Scheduling of Christmas & New Year's Holidays

Employees shall submit their wishes of scheduling of Christmas and New Year's holidays no later than the first (1st) day of November. At least five (5) full working days prior to the first (1st) day of November, the Company will post on its boards a notice to ascertain the individual wishes of the employees.

13.11

The Christmas and New Year's Day holiday schedules will be awarded by seniority and shall be posted not later than the fifteenth (15th) day of November.

13.12

An employee shall be scheduled off on either:

- (a) Christmas Eve Day and Christmas Day;
or
- (b) Christmas Day and Boxing Day;
or
- (c) New Year's Eve Day and New Year's Day;

it being recognized that in (a), Christmas Eve Day is in lieu of New Year's Day, and in (c) New Year's Eve Day is in lieu of Christmas Day, and that such scheduling, if so required by the employee based on Company seniority within the functional group is contingent upon the availability of personnel to staff the station. Any person who has been denied his choice in the previous year, regardless of seniority, will have priority in his choice over more senior employees who have received their choice in the previous year.

13.12.1

It is recognized that the normal shift pattern may be affected by the Christmas and New Year's schedules; therefore, the turnaround period will be reduced to eight (8) hours on Christmas Day, Boxing Day and New Year's Day.

13.13 Vacations and Annual Leave

According to his Company Seniority on April 30th of any year, an employee is entitled to vacation with pay as outlined in the following table:

- (a) less than 1 year completed service:
one day (1) for each month of completed service to maximum of ten (10) days paid at four percent (4%) of gross salary **during the year of employment in respect of which the employee is entitled to the vacation;**
- (b) 1 year of completed service:
three (3) weeks paid at **regular weekly salary;**
- (c) 9 years of completed service:
four (4) weeks paid at **regular weekly salary;**
- (d) 21 years of completed service:
five (5) weeks paid at **regular weekly salary.**

NOTE: The paid vacation shall be the greater of either the regular weekly salary or the minimum

vacation pay as set forth in the Canada Labour Code.

13.14

Employees shall be entitled to take vacation leave and accumulated holidays consecutively at any time of the year, subject to the seniority provisions within each functional group and availability of other employees to perform the necessary work. If the employee has more than three (3) weeks' holidays accumulated, he shall receive preference of selection on up to three (3) consecutive weeks for only one (1) preferred vacation period per year.

13.14.1

The summer vacation period is from the first (1st) day of June to the thirtieth (30th) day of September. Every employee, if he so requests, is entitled to a vacation during the summer vacation period.

13.14.2

Employee's applications for vacation periods shall be submitted in writing by April fifteenth (15th) after notification on April first (1st) by the Company in each year, and vacation schedules shall be posted by May first (1st) of each year.

13.14.3

Any balance of an employee's vacation entitlement after he has used his seniority for his one (1) preferred vacation period in accordance with Article 13.14, shall be scheduled in accordance with seniority after all other employees have been assigned their initial vacation requests.

13.14.4

If at all possible, an employee will be entitled to begin and end his vacation in conjunction with his days off.

13.14.5

If an employee fails to make a written application for vacation periods by April fifteenth (15th), the Company shall not be required to give him preference over less senior employees who have so applied.

13.14.6

An employee who desires leave without pay in conjunction with his annual leave shall apply for such leave only after vacation schedules have been posted. The Company will give consideration to the application, providing vacation periods of other employees are not displaced without their consent.

13.15

During the vacation period, June first (1st) to September thirtieth (30th), no employee will be required to work more than twenty (20) hours overtime per pay period, except in the case of an emergency, or to replace an absent employee who was scheduled to work.

13.16

The vacation an employee is entitled to on April 30th of any year in accordance with Article 13.13 must be scheduled and taken by April 30th of the following year. There will be no carry over of vacation.

ARTICLE 14
GENERAL MATTERS

14.1 Air Credits and Union Seal

Every audio or videotape recording or film that is produced by the Company shall have an official CEP seal exhibited on all tapes or film containers. Such CEP seal shall be provided by the Union.

14.1.1

All programmes to which employees have contributed shall use the CEP seal on the end credits.

14.2

The Company shall give air credits to employees where, in its opinion, such credits are merited by their contribution to their performance in accordance with its current policies.

14.3

An employee whose job function does not call for on-air appearances or voicing, who is requested and agrees to perform, shall be paid, a talent fee through the normal payroll procedure, which will be agreed to by the Company and the employee in advance. Such fee, however, shall not be less than that which, if any, is charged to a third (3rd) party. In other words, the Company will not profit from talent appearances by employees. The employee will be provided with the relevant sections of the contract between the Company and the third (3rd) party.

14.3.1

Any employee may personally endorse a product or sponsor subject to Company approval. Although the Company must act as an agent in such matters, it shall not profit from the arrangement. All money or goods received from a sponsor for the personal endorsement of a product by an employee shall be the property of the employee. An employee shall have the right to refuse to personally endorse a product.

14.4 Outside Activities

Employees shall be free to engage in activities outside their hours of work provided the Company is notified in advance, and:

- (a) that such activities are not in competition with the services of the Company;
- (b) that no employee may exploit his connection with the Company in the course of such activities without permission from the Company, which permission shall not be unreasonably withheld;
- (c) that such activity does not affect his job performance.

14.4.1

At least one (1) week before engaging in activities outside his hours of work related to any media, an employee shall advise the Station/Sales Manager of the details of such potential engagement so that the Company, within that one (1) week, can inform the employee if it considers that such activity would be a violation of Article 14.4.

14.5

Videographers who are regularly required to perform on-air will be reimbursed for the cost of each article of new clothing up to a total Company share of seven hundred dollars (\$700.00) per year. One-half of the aforementioned amounts shall be available for reimbursement during the period of June to November with the remaining on-half available for reimbursement from December to May. Receipts must be supplied and all clothing purchased must be approved for on-air acceptability by management. There shall be no carry over of costs from one (1) six (6) month period to the next.

The Company will provide or pay for professional makeup materials for on-air performances by Videographers to a maximum of five hundred dollars (\$500.00) per year per person. The aforementioned five hundred dollars (\$500.00) per year per person makeup allowance may also be utilized for hair treatment upon provision of receipts respecting such treatments. Employees required to perform on-air shall not change their personal appearance (e.g. glasses, contacts, hair style) without the prior approval of management. The year shall be June 1 to May 31 and there shall be no carry over of costs from one year to the next.

14.5.1

For the purpose of determining entitlement to the wardrobe and makeup allowances (Article 14.5) for temporary or part-time employees, calculation shall be made on a quarterly basis. Each thirteen (13) weeks, the number of hours worked by the temporary or part-time employee shall be divided by five hundred and twenty (520) to determine the percentage of allowance entitlement. This figure shall then be multiplied by one hundred and seventy-five dollars (\$175.00) for the wardrobe allowance and one hundred and twenty-

five dollars (\$125.00) for the makeup allowance, and the amount so determined shall be given to the temporary or part-time employee, subject to the provision of receipts and approval of clothing for on-air acceptability by management.

ARTICLE 15 **HOURS AND SCHEDULING OF WORK**

15.1

The work week will commence at 12:01 AM local time on Monday, and shall consist of the number of hours of work set forth in Article 15.1.1 and 15.1.2, divided into five (5) days of work, exclusive of first (1st) meal period, but inclusive of break periods, second meal periods and subsequent meal periods.

15.1.1

The work week for employees shall consist of forty (40) hours divided into five (5) days of eight (8) hours each.

15.2 Days Off

There shall be two (2) consecutive days off per week. These two (2) scheduled days off may be in separate work weeks, i.e., Sunday and Mondays. Four (4) consecutive days off may be given within a two week period provided that not more than ten (10) working days be consecutive. It is agreed that the two (2) consecutive days off per week may be combined such that four (4) consecutive days off are scheduled in a work week, after a ten (10) consecutive working day period.

15.2.1

Five (5) work days of any work week need not necessarily be consecutive; they may be separated by two (2) consecutive days off.

15.2.2

Two (2) scheduled days off shall be defined as forty-eight (48) hours plus a turnaround period of twelve (12) hours for a total of sixty (60) hours. Three and four (3 & 4) scheduled days off in a separate work week shall be defined respectively as seventy-two (72) hours plus a turnaround period, and ninety-six (96) hours plus a turnaround period.

15.2.3

An extra off shall be defined as twenty-four (24) hours plus a turnaround period and should be scheduled at a mutually agreeable time.

15.2.4

The Company shall schedule such days off to include weekends, i.e., both Saturday and Sunday as frequently as possible. Except where mutually agreed, scheduled days off shall include at least one (1) weekend off per month.

15.2.4.1

Article 15.2.4 shall not apply to employees hired after January 1, 1998 who at the time of hiring are advised that they may be required to work weekends.

15.2.5

Two (2) scheduled days off may be separated by a holiday, only when no work is scheduled and/or assigned to an employee on that holiday.

15.3

A tour of duty shall mean the authorized and/or approved time worked by an employee during the day with a minimum credit of eight (8) hours calculated to the last quarter (1/4) hour in which work was performed, provided that if it extends beyond midnight (2400 hours) it shall be considered as falling wholly within the calendar day in which it started.

15.4

There shall be no assignment of split shifts.

15.5

Each employee's schedule for any work week shall be posted as early as possible, but in no event later than 4:00 PM (1600) on Tuesday, prior to the work week. This posting shall include starting times and finishing times for each day of the work week and the days off. Meal periods will not be posted for technicians who work weekends, nights and paid holidays.

15.5.1

If an employee completes his tour prior to the posting of the schedule on the day of the posting, he shall be contacted by the scheduling officer to be advised of his days off for the following week.

15.5.2

After this posting there shall be no reduction in the number of hours scheduled for any day in the week without notice being given by 5:00 PM (17:00 hours) on the day prior to the day in question. If such notice is not given, the employee shall be credited with all hours originally scheduled at the basic rate.

15.5.3

Scheduled days off will not be changed once the shifts have been posted unless mutually agreed to otherwise.

15.5.4

Copies of the work schedules of the last two (2) years will be available to the Union upon request.

15.5.5

The Company will not make changes to an employee's submitted overtime sheet without advising the employee.

15.5.6

The assigned starting time for a tour of duty shall take into consideration a reasonable period of time for line-up or preparation of operations or duties.

15.6 Change of Schedules

Notice of change of starting time shall be given as much in advance as possible but no later than 2:00 PM (14:00) of the day prior to the day of the change. If such notice is not given, all hours from the originally scheduled start time or the actual start time, whichever is earliest, to the originally scheduled finish time or the actual finish time, whichever is latest shall be calculated and the resulting total hours in excess of eight (8) hours shall be paid at the basic rate. If any employee actually works more than eight (8) hours, then the hours worked in excess of eight (8) hours shall also be considered as a shift extension. If the schedule is changed, the Company will be responsible to notify the employee directly of such change.

15.6.1

Notice and/or change of meal periods may be given to the employees up to and including the first hour of an employee's shift. It is understood that the assignment of meal periods will be flexible, provided that said meal periods are able to be taken in accordance with Articles 17.2 or 17.2.1.

15.7

Prior to going on leave of five (5) days or more an employee shall be given a written, pre-arranged time to report back.

15.8

It is the responsibility of an employee to report to his immediate supervisor advising as early as possible when he will be available for duty following an absence due to illness. It is then the Company's responsibility to subsequently inform the employee of any change in his schedule.

15.9

It is the intent of the foregoing to ensure that each employee shall be given proper notice of his daily work schedule.

15.10

An employee may change his shift with another employee with his supervisor's permission.

15.11

When an employee is scheduled to work on his scheduled day off, work performed on that day shall be compensated as follows:

- (a) if work is performed on one (1) day off in a week, time and one-half (1 1/2 x) computed separately from the work week for all hours worked with a minimum credit of eight (8) hours;
- (b) if an employee is required to work for more than one (1) of his scheduled days off, he shall be paid at double (2 x) his basic rate with a minimum credit of eight (8) hours, as applicable;

Should the hours worked on a day off exceed eight (8), all time worked in excess of eight (8) hours but less than twelve (12) hours will be paid an additional one-half (1/2) the basic rate over and above the rates contained in this Article. Should the hours worked on the day off exceed twelve (12), all time worked in excess of twelve (12) hours will be paid an additional one times (1 x) the basic rate.

15.11.1

When an employee is required to work on his day off, he shall be notified in advance of the work requirements; if it takes less than eight (8) hours to complete, he shall be free to leave. However, employees will be required to continue, or return within those eight (8) hours without additional premiums or penalty being incurred by the Company, for work requirements that could not be anticipated at the time of notification.

15.11.2

An employee will not be required to work any more than one (1) of his days off without his consent.

15.11.3

Notice of cancellation of assigned work on a scheduled day off, or on a holiday, shall be given no later than 5:00 PM (17:00) hours or the end of the employee's shift, whichever is later, on the previous work day. If such notice is not given, the employee shall receive two (2) hours pay at the hourly rate of the employee as computed separately from the work week.

15.12

The turnaround period is a period of at least twelve (12) hours between the end of one (1) tour of duty and the commencement of the next tour of duty, or between the end of recall or callback and the commencement of the next tour of duty, whichever is later. All time which encroaches as a result of an overtime assignment shall be paid at one times (1 x) basic, except overtime which encroaches more than four (4) hours which will be paid at one and one-half times (1 1/2 x) the hourly rate of the employee. All other time which encroaches on the turnaround period shall be paid at one and one-half times (1 1/2 x) the hourly rate of the employee. No payment shall be made for the following encroachments:

- (a) on a swing-in shift on a regular rotating shift pattern which occurs in conjunction with the employee's day off;
- (b) on a shift where the employee is released from duty to attend negotiations or grievance meetings with Management;
- (c) on a shift mutually agreed to by the employee and the Company;

- (d) on a shift where an employee requests a trade in shifts;
- (e) on an overtime assignment if there is more than ten (10) hours turnaround;
- (f) on the first day of an overtime assignment which is a result of another employee's sickness.

15.3

A rotating shift pattern is a shift schedule that repeats itself.

15.14 Night Differential

An employee shall be entitled to a night differential of fifteen percent (15%) of his basic rate computed separately from the work week for all hours worked between 1:00 AM and 6:00 AM. (01:00 and 06:00 hours).

15.15

Overtime will be paid for all time worked in excess of the work day as defined in Article 15.1.1. All overtime must be one of the following:

15.15.1

Extension of shift shall mean an employee continues to work past the end of his regular tour of duty. He shall be paid at the rate of one and one-half (1 1/2X) his basic rate. All hours in excess of four hours past the end of his shift shall be paid at two times (2X) the basic rate.

15.15.2

Recall - shall mean an employee being called to work after having left to go home and not expecting to return that day. He shall be paid from the start of the recall at one and one-half times (1 1/2 x) the basic rate computed separately from the work week for actual time worked with a minimum credit of five (5) hours, which shall include one-half (1/2) hour of travel time. All recall hours worked in excess of four (4) hours will be paid at twice (2 x) the basic rate.

15.15.3

Callback shall mean an employee who finishes his shift knowing he must return for an extension of shift. No callback shall be less than three (3) hours paid at one and one-half times (1 1/2 x) the basic rate. All callback hours worked in excess of four (4) hours will be paid at twice the basic rate.

15.15.4

Call-in shall mean an employee is called to start earlier than his scheduled starting time. Call-in must extend into the start of his scheduled shift. He shall be credited with a minimum of three (3) hours, paid at one and one-half times (1 1/2 x) the basic rate. All call-in hours worked in excess of four (4) hours will be paid at twice (2 x) the basic rate.

15.15.6

Recall or callback is defined as those hours credited to the employee, who having worked or having been credited with at least a minimum tour of duty, is called back to perform further work on the day in question.

15.15.7

Unscheduled overtime shall be overtime worked where notice is not given at least twenty-four (24) hours prior to the commencement of the overtime worked. Unscheduled overtime shall be paid at an additional one-half (1/2) times the basic rate plus the rate being worked at the time, for the second and subsequent consecutive overtime hours worked on an extension of shift. In the case of call-in, call-back or recall, unscheduled overtime shall be paid at an additional one-half (1/2) times the basic rate plus the rate being earned at the time for all call-in, recall or callback hours worked in excess of the minimums. This does not apply where unscheduled overtime occurs due to the unauthorized absence or illness of other employees or when an employee is required to work on a day off.

15.15.8

The Company shall attempt to apportion overtime equitably among employees within a job function, provided they are qualified to do the job. If time or circumstances make it impossible to contact all employees of the

functional group, then the Company shall have the right to assign the work to the least senior employee who can be contacted. If any employee agrees to work overtime, he shall not cancel that agreement without a good and valid reason.

15.16

In the event that an employee is temporarily assigned to perform work of a higher rated classification within or without the bargaining unit, than to that which he is regularly assigned, he shall be paid fifteen dollars (\$15.00) per tour of duty. If the assignment is less than a full tour of duty the fifteen dollars (\$15.00) will be pro-rated for those hours worked. It is agreed that this temporary upgrading will not be used to circumvent this Agreement.

15.16.1

The Employer has the right to assign an employee to perform work of an equal or lower classification provided his wage rate remains the same and that such assignment is temporary and for a specific purpose, i.e., to meet temporary increases in workload or to replace an employee on leave.

15.17

Subject to making his/her intentions known on the overtime sheet an employee may elect to accumulate overtime and work on a day off and take time off in lieu of payment. Time off will be credited at the rate the overtime was earned. (e.g. a two hour extended shift would equal three hours time off in lieu.) Scheduling and/or payment of time off in lieu shall be in accordance with Article 13.8 and its sub-articles.

ARTICLE 16 **EXCESSIVE HOURS AND SAFETY**

16.1

The Company will endeavour to carry out its operation 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 employee injury in its operation. It shall be the duty of an employee to take all reasonable and necessary precautions to ensure his own safety and the safety of his fellow employees. Working areas and employees' facilities will be maintained in a clean and sanitary condition by the Company, and shall meet the minimum conditions outlined in the Canada Labour Code. It is recognized and agreed that the employees will cooperate in keeping such facilities clean and sanitary.

16.2

The Company shall not assign excessive hours of work to employees.

16.3 Right to Refuse Dangerous Work

Employees have the right to refuse dangerous work without risking discipline, remuneration or in any way prejudice to future job status. An employee must have reasonable cause to believe that their use or operation of equipment or a condition in the workplace will result in a danger to themselves or other employees.

16.3.1

Employees exercising the right to refuse dangerous work must report the refusal immediately to their supervisor and to a member of the Health and Safety Committee.

16.4

Where it is necessary that work be performed during any period of time when only one (1) authorized person is on duty and that authorized person considers voltages present to be dangerous from a safety standpoint, he may then request that a second qualified person be in attendance.

16.5 Apparel

Upon being notified by the Company that their employment is now of a permanent status, employees may request and where the Canada Labour Code, Part IV, requires it, the Company shall issue safety boots.

The Company shall maintain a sufficient supply of protective clothing for employees working on assignments at transmitters, or remotes, or in extreme weather conditions, i.e. winter coats, rain gear, coveralls.

Employees shall sign for safety boots issued or protective clothing being used and shall adhere to the following terms and conditions:

1. Boots and protective clothing are the sole property of the Company.
2. The Employee shall accept responsibility for the care and maintenance of such items.
3. The use of safety boots and protective clothing when provided to an employee is mandatory unless otherwise directed by the Company.
4. Such items are to be used for Company business only.

The general life expectancy of safety boots is two (2) years from the issue date.

Evaluation of the condition of safety boots issued to the employee may be made at any time by the employee's supervisor or at the request of the employee, and the Supervisor will determine whatever action is necessary to maintain the desired protection and appearance.

It is recognized by the Company and the Union that Employees required to wear personal protective apparel shall submit claims to the Company for repayment of costs incurred for reasonable cleaning, repair or replacement, which claims shall be supported by a receipt for payment of such services.

16.5.1

The Company shall provide and maintain adequate first aid kits.

16.6

Where transportation is provided to an employee by the Company, the appropriate safety standards shall be observed by both parties.

16.7

Employees issued Company property (eg. Vehicle, cellphone, laptop) shall only use it for Company business.

ARTICLE 17 **MEAL AND BREAK PERIODS**

17.1

Employees shall take rest periods at a time not inconvenient to the operation of the work area and consistent with the following:

- a) two paid fifteen (15) minute rest periods during their tour of duty;
- b) the rest periods shall not form part of meal periods;
- c) on an extension of shift an employee will not be required to work more than three (3) hours without a rest period being taken;
- d) if the Company requires an employee to work through all or a portion of his rest period, then that amount of time will be added to the end of his shift as time worked;
- e) it is understood that rest periods will be arranged as mutually agreed between the employee and the Company.

17.2

To tours of duty beginning after 06:00 hours (6AM) and before 17:00 hours (5PM), a first unpaid meal period of one (1) hour's duration will be scheduled. It is understood that the assignment of this meal period shall, where possible, be mutually agreed between the employee and the Company provided that said meal period is not unreasonably withheld.

17.2.1

To all other tours of duty, a thirty (30) minute unpaid meal period shall be scheduled. It is understood that the assignment of this meal period will be flexible provided that said meal period is not unreasonably withheld. Notwithstanding Article 17.1, this meal period will comprise the two break periods.

17.2.2

Notwithstanding Article 17.2, technicians who are assigned to work shifts on weekends or paid holidays will be assigned a meal period as per Article 17.2.1.

17.2.3

Employees shall not be required to work at any job function during their meal periods and shall be free to leave the premises, except in the case technicians who are assigned to work nights, weekend shifts or paid holidays.

17.3 Second Meal Period

When an employee is required to work more than one and one-half (1 1/2) hours which is continuous to the original tour of duty, the employee is entitled to a second meal period of not less than thirty (30) minutes which shall be taken by the employee so as not to interfere with the efficient operation of the Company.

17.3.1

Eight dollars (\$8.00) shall be paid to compensate for the cost of this second meal.

17.4

If an employee works more than four (4) hours beyond a second meal or subsequent meal period, he shall be assigned a subsequent meal period of not less than thirty (30) minutes which shall be taken by the employee so as not to interfere with the efficient operation of the Company.

17.4.1

Eight dollars (\$8.00) shall be paid to compensate for the cost of this subsequent meal.

17.5

If an employee is required by the Company to work through his meal period and is unable to take a replacement meal before the end of his tour of duty, the employee is entitled to receive a meal allowance of \$8.00.

17.6

In the event that employees are required to work on overnight assignments, nine dollars (\$9.00) shall be allowed to compensate for the cost of the first (1st) meal except where the Company supplies a suitable hot meal, at its expense, of equivalent value.

17.7

When employees are on assignments outside their regular place of work, the Company shall make the following meal payments:

Breakfast.....	\$ 8.00
Lunch.....	10.00
Supper.....	16.00

An employee is only entitled to the above payments if he is on an assignment which is outside of a thirty (30) kilometre radius from his regular place of work.

17.7.1

When employees are on overnight assignment outside of their regular place of work, they shall receive an incidental allowance of twenty dollars (\$20.00) per twenty-four (24) hours, pro-rated to cover all of their expenses excluding travel, accommodation and meal payments.

17.8

Employees shall not be required to travel from their normal place of employment to other studios or remote locations during their meal periods or any part thereof.

17.9

In the event a remote location is so situated that no facilities to obtain food are readily available for the crew during their assigned meal period, the Company shall:

- a) allow the crew sufficient added time and supply them with adequate transportation to travel to a place where food can be obtained;
- b) at its own expense, furnish the crew with an appropriate meal of nine dollars (\$9.00) value.

ARTICLE 18
GENERAL WAGE PROVISIONS

18.1

Employees shall be paid according to the wage schedule of the classification to which they are assigned, with credit for years of service within the classification plus merit increases (which are at the Company's discretion), and any credit for industry experience recognized by the Company at the time of the hiring.

18.2

Progression up the salary schedule within each classification shall automatically occur on the pay period nearest the employee's annual anniversary date of appointment, transfer or promotion to the wage classification.

18.3

When an employee is permanently transferred to a higher classification, he shall immediately move into the higher salary scale and receive a salary increase which is at least equivalent to one (1) full increment in his former group plus the amount necessary to place him on scale in his new group.

18.4

The Company shall pay the net yearly salary in conformity with its payroll requirements (e.g. currently on a bi-weekly basis).

18.5

Payment for overtime worked or credited shall be made in conformity with the Company's payroll requirements.

18.6 WEEKLY WAGE SCHEDULE

	September 1 2002	September 1 2003	September 1 2004
Group 1 - EFP Camera/Editor			
0-1 year	589.00	601.00	613.00
1-2 years	619.00	631.00	644.00
2-3 years	649.00	662.00	675.00
3-4 years	677.00	691.00	705.00
4-5 years	712.00	726.00	741.00
5-6 years	743.00	758.00	773.00

6+ years	779.00	795.00	811.00
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Group 2 - Writer/Producer, Videographer

0-1 year	572.00	583.00	595.00
1-2 years	589.00	601.00	613.00
2-3 years	619.00	631.00	644.00
3-4 years	649.00	662.00	675.00
4-5 years	685.00	699.00	713.00
5-6 years	729.00	744.00	759.00
6-7 years	762.00	777.00	793.00
7-8 years	795.00	811.00	827.00
8-9 years	844.00	861.00	878.00
9-10 years	872.00	889.00	907.00
10+ years	907.00	925.00	944.00

Group 3 – Technician, Continuity Supervisor

0-1 year	683.00	697.00	711.00
1-2 years	730.00	745.00	760.00
2-3 years	761.00	776.00	792.00
3-4 years	800.00	816.00	832.00
4-5 years	841.00	858.00	875.00
5-6 years	872.00	889.00	907.00
6+ years	911.00	929.00	948.00

18.6.1

The rates in the above schedule are minimums.

ARTICLE 19
DURATION OF THE AGREEMENT

19.1

This Agreement shall commence and come into full force and effect on the date of signing and shall remain in force until August 31st, **2005** and from year to year thereafter unless either party notifies the other by Registered Mail, not more than one hundred and twenty (120) calendar days prior to the date of expiry, of its intention to modify this Agreement, or until the requirements of Section 89 of the Canada Labour Code – Part I have been met. If notice of desire to modify this Agreement is given as specified above, a meeting shall be held within twenty (20) calendar days for the purpose of negotiations and further meetings shall be held as frequently as possible until a settlement is reached or until either party makes application for conciliation.

19.2

The parties to this Agreement declare that it contains responsibilities and obligations for each such party and that in signing this Agreement, it binds the parties during the Agreement to do everything they are required to do by the Agreement and to refrain from doing anything they are not permitted to do by the Agreement. The parties further understand and declare that in case any provisions of this Agreement, now or hereafter, is inconsistent with any Statute of Canada or any Order-In-Council or Regulations passed thereunder, such provisions shall be to that extent deemed null and void or shall be applied in such manner as will conform with the law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized representatives on this **23** day of **May, 2003**.

CTV Inc. – ATV Cape Breton

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION

Mike Elgie

Barney Dobbin

Alex Mielnik

Dan Viau

Glenn McLanders

APPENDIX "A"

Dear Sir/Madam:

As per Article 7.3 of the current Collective Agreement (enclosed), we, the Communications, Energy and Paperworkers Union (CEP) and CTV Inc. - ATV Cape Breton have mutually chosen you to act as an arbitrator to determine an outstanding grievance, number 914-xx-xx.

This grievance concerns (brief description of the subject matter, i.e. discharge, discipline, application of seniority provisions, overtime claims, etc.).

Article 7.3.1. of the Agreement provides that the hearing must commence within six (6) weeks (or as mutually agreed by both parties) of the acceptance by the arbitrator to the hearing of the grievance and further, it has been agreed that the arbitrator shall be required to submit a written report of his decision to both parties within sixty (60) days from the last day of the hearing. Failure to meet this requirement results in the arbitrator losing his jurisdiction over the matter and losing all rights to reimbursement for costs and services, and another arbitrator would then be selected. If you accept this position you are also accepting this condition.

Should you be willing to determine this matter, would you please confirm your availability by writing to:

Barney Dobbin
National Representative - Atlantic Provinces
CEP
1647 Barrington Street, Suite 132
Halifax, Nova Scotia
B3J 2A1

Alex Mielnik
Director of Human Resources
CTV Inc. - ATV Cape Breton
2885 Robie Street
Halifax, Nova Scotia
B3K 5Z4

LETTER OF AGREEMENT

BETWEEN: CTV Inc. - ATV Cape Breton
(hereinafter referred to as "the Company")

AND: COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
(hereinafter referred to as "the Union")

The Company and the Union hereby agree to the following items in addition to the Collective Agreement:

1. Notwithstanding Article 15 - Hours and Scheduling of Work and Article 17 - Meal and Break Periods, the Company and Union agree that some employees may be self-assigning with respect to the hours they schedule in carrying out their duties while others may be expected to adhere to regularly scheduled hours of work. Accordingly, reporting systems, hours of work, meal and break periods and entitlement to overtime may differ among the classifications.
2. More specifically, a self-assigning employee is an employee whose work requirements permit him to schedule and control his own hours of work in the discharge of his duties. A self-assigning employee is not bound by the provisions of Articles 15 and 17 (except 17.7 and 17.7.1). As such he may initiate the scheduling of forty (40) working hours, including start and stop times, length of work day, days of rest, meal and break periods; overtime shall be payable after forty (40) hours in a given work week and only if the overtime work is authorized in advance by the Company. Dependant upon the Company's operational needs, the Company may no later than 4:00 PM (16:00) on Tuesday, prior to the work week, and for any period designate as self-assigning an employee who is normally scheduled in accordance with Article 15; however, if an employee in the News Department is designated as self-assigning it shall be for a minimum period of one (1) calendar week. A self-assigning employee shall submit a record of time worked at the end of each week unless he is working outside the station, in which case he shall submit this record upon his return or on a biweekly basis.
3. The Company and Union also agree that notwithstanding Article 15 - Hours and Scheduling of Work and Article 17 - Meal and Break Periods, employees in the News Department who have not been designated as self-assigning shall be scheduled for eight and one-half (8 1/2) hours per day. Employees may take up to thirty (30) minutes for a meal break so that the meal break does not interfere with the efficient operation of the Company; however, if an employee is unable to take a meal break, overtime and the allowance under Article 17.5 shall not be applicable.
4. Article 10.1 does not apply to the following people who may perform work within the Bargaining Unit, provided that such work is consistent with the past practice, and that the amount of bargaining unit work done by these people does not increase; further, that these people do not receive talent fees for these functions:

Sandra LeBlanc, Administrative Assistant

It is agreed that the waiver for the positions of Administrative Assistant will be extended to any incumbents.

5. The employees or positions to which CLRB Board File No. 530-1570 applies are not covered by Articles 9 (except 9.4 exclusive of sub-articles), 10 (except 10.1) 12, 13, 14.6, 14.7, 15, 17 and 18 inclusive of sub-articles.

Notwithstanding, the non-application of Article 10 to the position of Transmitter Attendant, the Company may sub-contract transmitter maintenance to a person who is not a bargaining unit employee or to an external Company.

6. The promotion of Darryl Reeves to the Writer/Producer functional group does not mean that ENG/EFM camera work is of itself sufficient to constitute an upgrading to the Writer/Producer functional group for any other employee who may do such work either in addition to or substitution for Darryl Reeves and it is further agreed that this was a merit promotion and not the result of a vacancy in the Writer/Producer functional group.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized representatives on this _____ day of _____, 2001.

CTV Inc. - ATV CAPE BRETON

COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION

Alex Mielnik

Barney Dobbins

APPENDIX "B"
JOB DESCRIPTIONS

Group 1 - EFP Camera/Editor

Will operate film, 35mm, ENG and EFP visual and auditory equipment as it pertains to news and commercial assignments. Will provide cue/shot sheets as required. Will edit work on ENG/EFP editing equipment. ENG Camera when in newsroom will have general newsroom duties, answer telephone, take messages, etc. Will fill out company vehicle reports with the trip information as outlined on the vehicle reports. Must keep vehicle and ENG/EFP equipment in clean and orderly condition. Other related tasks as assigned.

Group 2 - Writer/Producer

Will perform all functions relating to the preparation of scripts for television commercials, promotional announcements and releases, programs and the servicing of accounts. Is considered the person in charge when assigned to any production, in-house or on location. Operates production equipment, maintains crew records, submits production requisitions and summaries. Other related tasks as assigned.

Group 2 - Videographer

Will carry out all aspects of news preparation writing, editing and reporting on-air news casting, interviews, documentaries, and any other news related assignment. Will set-up and operate necessary audio-visual equipment needed to complete assignment and, if required, shall feed it to the required bureau. Will properly complete equipment fault reports and notify the Director of Engineering of any problems with equipment. Will file daily vehicle assignment reports. Is responsible for requesting vehicle maintenance. Other related tasks as assigned.

Group 3 - Technician

Tests, calibrates and adjusts technical and computerized equipment associated with television broadcasting. Will diagnose cause of equipment failure, analyze circuit parameters, install, modify and dismantle technical equipment, replace faulty components and wiring and keep working area in a clean, orderly condition.

Will assist other departments as required.

Keeps records of equipment and its disposition. Maintains plant in an efficient running condition by carrying out established maintenance routines.

Shall work either in studio or at remote locations.

Other related tasks as assigned.

Group 3 - Continuity Supervisor

Under the direction of the Station/Sales Manager or his designee(s), the Continuity Supervisor will both supervise and assign duties to others in the Continuity Department.

Gathers information, prepares, writes, orders and co-ordinates visual and audio components intended for continuity purposes.

Duties may include making up of daily books, and work associated with film, videotapes, slides and copy as

well as assistance in other areas as required.

Performs photographic/ENG/EFP functions as required.